

TERMS OF REFERENCE FOR CONTRACTING A PUBLIC EDUCATION CONSULTANT

**EUROPEAN UNION PROJECT IN GHANA “ACCOUNTABILITY, RULE OF LAW AND
ANTI-CORRUPTION PROGRAMME - ARAP” - Ref: 12/18/ARAP**

1. BACKGROUND

FIIAPP F.S.P. is a foundation of the State public sector whose activities, characterised by the absence of profit and the pursuit of the general interest, is framed in the field of international cooperation aimed at the institutional modernisation, for the reform of Public Administrations and the attainment of democratic governance.

That, in order to its foundational purposes, the Foundation FIIAPP F.S.P. has been awarded the Delegation Agreement “Accountability, Rule of Law and Anti-corruption Programme - ARAP” funded by the European Union. The overall objective of the programme is to promote good governance in Ghana by reducing corruption and improving accountability and compliance with the rule of law, particularly when it comes to accountability, anti-corruption and environmental governance.

The Commission on Human Rights and Administrative Justice (CHRAJ) is enjoined by Article 218(f) of the 1992 Constitution and Section 7(g) of the CHRAJ Act, 1993(Act 456) to educate the public as to human rights and freedoms by such means as the Commissioner may decide, including publications, lectures, and symposia

The Commission has a specialized public education department responsible for the planning, development and coordination of the implementation of all public education campaigns relating to the three mandates of the Commission, its role, services, and how to access its services.

2. OBJECT

The purpose of these terms of reference is to contract services to deliver a set of capacity building initiatives for CHRAJ’s Public Education Department, covering a range of thematic and methodological areas outlined in section 8.

3. CONTRACTING AUTHORITY

The contracting authority may be, in accordance with the bidding budget, for contracts of individualized amount of up to €100,000, the Secretary-General of the FIIAPP, F.S.P.

4. LEGAL SYSTEM AND COMPETENT JURISDICTION

This current contract has a private character, the civil court order being competent to hear disputes arising in its implementation.

Nevertheless, this contract will be governed by the Title I of Book III of the Law 9/2017, of 8th November, on Contracts of the Public Sector (LCSP), by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014, as an international foundation, due to its legal nature and due to the contracts that it enters into. Likewise, for the purposes of this law and pursuant to articles 3.1. e) and 3.3. b) thereof, as a foundation of the public sector, it holds the status of contracting authority.

Pursuant to Article 27.2 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014, the civil courts shall have jurisdiction to resolve disputes arising between the parties regarding the effects, compliance and termination of private contracts. This court order shall also have jurisdiction to hear any disputes affecting the preparation and awarding of private contracts.

The present Terms of Reference has a contractual nature and contains the detailed conditions to which the performance of the contract shall be adjusted.

The ignorance of the present contract, the contract, its annexed documents or instructions or rules of any kind approved by the Administration that can be applied in the implementation of the agreement shall not relieve the contractor from the obligation of compliance.

5. PROCEDURE AND FORM OF AWARD OF THE CONTRACT

For the award of these contracts, the FIIAPP F.S.P. will undertake a negotiated procedure in which at least three companies authorised for the purpose of the contract will be invited to submit a bid, to the extent possible.

6. CAPACITY TO CONTRACT

They shall be eligible for the award of this contract either natural or legal persons, with Spanish or foreign nationality, who have the full capacity to act and who are not falling in the prohibitions to hire listed in paragraph 1 of article 71 of the LCSP. For this purpose, shall take into consideration the rules contained in chapter II of title II of book I of the LCSP.

7. BUDGET LINE

The budget line for this contest is 84.000 € (eighty four thousand Euros) as fees, not including VAT, at a rate of € 600 € (six hundreds euros) per working day in missions and a rate of 400 € (four hundreds euros) per home-based working days. With a maximum of 140 working days during the project implementation period.

The number of estimated working days is considered as a maximum, not being FIIAPP F.S.P obliged to contract that maximum amount, which will depend on actual project needs and the consultant's performance.

Each payment shall be made in Euros, attaching a timesheet indicating working days performed and approved by the Team Leader.

8. DESCRIPTION OF THE SERVICES TO BE DEVELOPED.

The consultants would be required to perform the following tasks:

- Conduct capacity needs assessment of the Public Education Department to periodically assess training needs of the department.
- Develop training curriculum and materials in the following areas:
 - Public education on corruption, anti-corruption and integrity (drawing from national and international best practices);
 - National Anti-Corruption Action Plan (NACAP) for public education;
 - Participatory methodologies for public education;
 - Drama as a tool for public education;
 - Theory of change;
 - Writing for public education;
 - Effective presentation and communication skills;
 - Monitoring and evaluation of public education programmes;
 - Media engagement and management for public education;
 - Behaviour and social change communication.
- Conduct and facilitate trainings, monitoring results and impact and making relevant recommendations to CHRAJ and the ARAP CU.

9. CRITERIA FOR THE EVALUATION

The evaluation of the proposals will be made according to the table below:

a. Requirements

- University degree in communications, journalism or social sciences.
- At least 8 years of experience in developing behaviour and social change communication strategy and products
- At least 5 years of experience in developing and delivering training to public institutions.
- Excellent command of written and spoken English

b. Merits

Merits and actions indicated in the table will be evaluated with the CV's information.

Merits	Criteria	Maximum Score
Actions in the area of corruption and anti-corruption	2 points per year	30
Additional actions in developing behaviour and social change communication products	1 point per year	20
Additional actions in developing and delivering training	1 point per year	20
Prior actions in Ghana or West Africa	1 point per year	10
Maximum Total:		80 points

For the technical deliberation, the score will be given according to the table's criteria.

10. REGULATORY PROCEDURES

The contract shall be governed by:

- The clauses contained in this specification.
- The Provisions of law 50/2002 of the Foundations and in the 1337-2005 RD of November 11st.

- The Provisions set forth in the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February of 2014.

The ignorance of the contract in any of its terms, of the documents annexed to it, or instructions, specifications or standards of any kind dictated by the FIIAPP F.S.P. which may have application in the execution of the agreement, shall not relieve the employer from the obligation of compliance.

11.DURATION OF THE CONTRACT

The contract will have a time of duration from its signature until the end of the project implementation.

12.SUBCONTRACTING

The successful bidder will be liable before the FIIAPP F.S.P. for the performance of the natural or legal persons that are subcontracted, at all levels, including the quality of the service, delivery times and completion, obligations in relation to the treatment of data and information, as well as the fulfilment by the outsourced company of their social and fiscal obligations.

Those activities subject to this agreement that need to be subcontracted by the successful tenderer shall be executed under the terms provided for in the Articles 215 and 216 of the LCSP.

13.PROPERTY OF THE WORK DEVELOPED.

The work carried out in any of sections will become the property of FIIAPP F.S.P..

The successful tenderer may not use for themselves or provide to third parties any data of the contracted works, or publish, total or partially the contents without the written permission of the FIIAPP F.S.P.. In any case the successful tenderer will be responsible for damages arising from the breach of this obligation.

14.RESOLUTION OF THE CONTRACT.

The causes for termination of the contract are contained in article 211 of the Law 9/2017, of 8th November, on Contracts of the Public Sector, by which is transposed to the Spanish juridical order the Directives of the European Parliament and of the Council 2014/23/UE and 2014/24/UE, of 26th of February

of 2014.

- a) Non-compliance by any of the parties of the obligations described in the contract.
- b) The manifest lack of quality of the service provided or not adapt it to the conditions agreed in binding documents
- c) The Declaration of insolvency in the terms that describes by the law 22/2003, of July 9th, bankruptcy.
- d) Mutual agreement of the parties.
- e) Breach of the limitations in the field of outsourcing.
- f) Obstruction of the faculties of management and inspection of FIIAPP F.S.P.

15.REGIME OF PAYMENT

The successful bidder is entitled to the payment of the agreed price, under the conditions laid down in the contract, corresponding to the work actually performed and formally received by the Foundation.

16.AWARD TERM AND FORMALIZATION

The contract will be awarded within a period of 7 working days from the receipt of applications.

The document of formalization of the contract shall be granted within a period of 7 working days from the award.

The successful bidder must provide, before the formalization of the contract, the founding deed power of attorney.

17.START OF THE ACTIVITY

The official starting date will be the following day to the contract formalization.

18.SUBMISSION OF PROPOSALS

Please send an electronic CV to the following e-mail address: arap.ghana@fiiapp.org, indicating in the "subject": "**Ref: 12/18/ARAP**".

Deadline for receipt of applications: 6 of January 2019.