

CALLDOWN CONTRACT

Framework Agreement with: Oxford Policy Management Limited

Framework Agreement for: Expert Advisory Call Down Service Lot D

Framework Agreement Purchase Order Number: PO7468

**Call-down Contract For: Strengthening Public Financial Management, Anti-Corruption
and Accountability Institutions in Sierra Leone**

Contract Purchase Order Number: PO 8519

I refer to the following:

1. The above mentioned Framework Agreement dated **20th October 2016**
2. Your proposal of **8th March 2019**

and I confirm that DFID requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

- 1.1 The Supplier shall start the Services no later than **16th May 2019** ("the Start Date") and the Services shall be completed by **27th March 2020** ("the End Date") unless the Call-down Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement. There is scope for a no-cost extension of up to six months based on DFID agreement.

2. Recipient

- 2.1 DFID requires the Supplier to provide the Services to the **Government of Sierra Leone** ("the Recipient").

3. Financial Limit

- 3.1 Payments under this Call-down Contract shall not, exceed **£1,999,955** ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in Annex B.

4. DFID Officials

- 4.1 The Project Officer is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 4.2 The Contract Officer is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5. Key Personnel

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6. Reports

- 6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

7. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

- I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.
- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified DFID in respect of:
 - II.1. Any loss, damage or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
 - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.

- V. Where DFID is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Call-down Contract Signature

- 8.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within 15 working days of the date of signature on behalf of DFID, DFID will be entitled, at its sole discretion, to declare this Call-down Contract void.

For and on behalf of
The Secretary of State for
International Development

Name:

Position:

Signature:

Date:

For and on behalf of
Oxford Policy Management Limited

Name:

Position:

Signature:

Date:

Call-down Contract

Terms of Reference

Technical Assistance on Strengthening Public Financial Management, Anti-Corruption and Accountability Institutions in Sierra Leone

1. Introduction

In 2018/19 the UK Government will invest more than £130m in Sierra Leone through our bilateral, centrally managed and multilateral programmes. DFID's bilateral programme in Sierra Leone consists of 14 programmes covering education, health, economic growth and governance. Although Sierra Leone remains very dependent on aid currently, by helping Sierra Leone to develop we will reduce reliance on the UK and others who provide aid.

Central to this is the work under our recently approved 'Strengthening Public Financial Management, Anti-Corruption and Accountability Institutions in Sierra Leone' programme to improve Sierra Leone's ability to raise, allocate and account for the use of public funds, so that they can be invested in services such as education and health.

[REDACTED]

This Terms of Reference is for a supplier to deliver the main component of this programme over 11 months (May 2019 – March 2020), with a maximum total budget of £2 million. This will be the largest component of the programme. The other significant component will be support to civil society organisations to strengthen their role in accountability and anti-corruption.

Subject to progress made in Phase I, and performance of the technical assistance contract to date, DFID may decide to extend the contract for six months but with no additional cost.

2. Objective

[REDACTED]

The objective of this ToR is to build the capability of key public financial management, anti-corruption and accountability institutions within the Government of Sierra Leone through a package of targeted strategic and technical assistance.

3. The Recipient

The primary recipient of the services will be the Government of Sierra Leone.

4. Scope

The supplier will be required to provide the following support:

- **Strategic advice and mentoring** to senior leaders on revenue, public expenditure management, anti-corruption and accountability reforms. The majority of these are expected to be long-term positions for the full duration of the contract, with appropriate break-points to enable us to assess whether the individuals have managed to establish strong and effective relationships with their government interlocutors.
- **Technical-level capability building** of key institutions in revenue, payroll and procurement, anti-corruption and accountability through technical assistance. This is likely to be a mix of long-term positions and some additional short-term support for specific pieces of work. The TA will be accompanied by limited complementary inputs to enable delivery of specific activities / training.
- Ongoing institutional and **political economy analysis** to guide implementation and provide the network of accountability institutions with actionable entry-points for follow-up.

This support is expected to support delivery of the following indicative overall programme results:

Output 1: Improved public revenue generation.

- A professional and credible National Revenue Authority (NRA) (senior leadership implementing priorities from the NRA strategic plan, NRA departments reporting on key performance indicators to the NRA senior management team, improved dialogue with taxpayers and other stakeholders).
- Improvements in revenue from 14.3% of GDP in 2018 to 15.4% of GDP in 2019.
- Customs and Excise Department modernised and improved (customs risk management committee stood up, road map on customs valuation and classification implemented).

Output 2: Public expenditure management systems strengthened.

- Improvements in Sierra Leone's Open Budget Index score from 38 out of 60 in 2017 to 40 out of 60 in 2018.
- 99% of wage bill data (social security and bank account numbers), kept updated and all identified dual/ghost employees removed from the payroll immediately.
- 100% completion in update of Ministry of Education data (from DFID-funded teacher payroll cleaning exercise); with social security and work location discrepancies of teachers used to update the system.

Output 3: Oversight and anti-corruption institutions strengthened in their abilities to deliver.

- Reduction in the proportion of audit recommendations that are more than one year old that have not been adequately addressed, as reported by Audit Service Sierra Leone (ASSL) to 20% (tbc) (Baseline: over 80% of recommendations not adequately addressed).
- Increasing the number of grand corruption cases investigated, prosecuted and completed by Anti-Corruption Commission to at least 5 (tbc) in 2018 (Baseline: less than 5 grand corruption cases investigated, prosecuted and completed in 2017).
- Improved public perception of government's ability to fight corruption (Baseline: 58% of Sierra Leoneans say corruption increased between 2016 and 2017, Global Corruption Barometer. Programme to support an urgently needed national corruption perception survey).

5. The Requirements

This support must be guided by the following overarching principles:

- **Government leadership and ownership of the reforms is essential.** All work under this contract must be designed and delivered in such a way to stimulate, foster and sustain government leadership. This includes ensuring activities are aligned to government plans, priorities and strategies including the National Development Plan, Public Financial Management Reform Strategy, Revenue Mobilisation Strategy, NRA Strategic Plan and ACC Strategic Plan. The Strategic Advisory posts have been deliberately identified to support this.

- **The focus is capability building, not substitution.** The technical advisers will be required to provide practical, hands-on support to progress the Government's plans and overcome obstacles, but this should be done in a collaborative manner that builds the skills and experience of government officials so that capability will be built and sustained after the end of the contract.
- **Strong and proactive coordination across government and with development partners is essential and should be built into the operation of the strategic and technical advisory team.** Government should be at the forefront of coordination mechanisms to ensure coherence across the range of PFM reforms, and the different actors within and beyond government delivering / funding these (in particular the World Bank and EU, in addition to DFID). The TA team should proactively find ways to support this through sharing information and convening appropriate management / coordination structures. In particular, a focus for the team should be influencing the shape, direction and performance of multilateral engagement in this space, in particular the World Bank.

Specific areas of support are as follows, but the exact configuration of positions will be subject to further discussions and agreement between the Government of Sierra Leone, DFID and the supplier:

- **Government of Sierra Leone / Ministry of Finance Senior Leadership.** Provide one/two senior strategic advisers to the senior leadership of the Ministry to support the PFM Steering Committee, drive delivery of the PFM Reform Strategy, and support PETS follow-up action. We envisage that one would be located in the Minister/Deputy Minister's Office, the second in the office of the Financial Secretary, Deputy Financial Secretary and Chief Economist. It is possible that there will be scope for additional Strategic Advisers in the Chief Minister or Vice President's Office (focused on cross-cutting accountability issues). The supplier should provide in their financial proposal for a small flexible fund that the Strategic Advisers could draw up to support implementation of key strategic activities. The use of this would be subject to prior agreement with DFID.
- **Public Procurement.** A Senior Strategic Adviser co-located between the Ministry of Finance and the National Public Procurement Authority (NPPA) to strengthen transparency and competition of open procurement. They will support the Minister of Finance to stand up and run the Expenditure Contracts Management Committee, broker robust relationships between the Ministry and NPPA, and support NPPA leadership's oversight of e-procurement reforms being funded by the World Bank.
- **Payroll.** Strategic Adviser to the Financial Secretary in the Minister of Finance to roll out the Payroll strategy and drive the HR planning at the highest levels, supported by a small team of technical advisers including expertise in HR, and systems monitoring and implementation.
- **Open Budget Survey and PEFA practice exercises.** A small short-term team of technical advisers to support the Ministry of Finance (and other relevant institutions) to complete practice exercises over four months on the PEFA and Open Budget Surveys. This will improve understanding of the methodologies and processes to ensure a better quality result for the actual surveys. Accountability institutions (parliament, civil society) should be involved in the exercise so they are better able to understand the process and hold executive to account.
- **Audit.** A Senior Strategic Adviser to work across the Audit Service Sierra Leone (ASSL) and Public Accounts Committee (PAC) to strengthen audit oversight and improve follow-up of audit recommendations. The adviser will help agree and oversee implementation of a robust ASSL/PAC coordination plan (to include regular meetings, coordinated agenda's and reporting time tables, procedures for cooperation, secondment of staff etc) and support ASSL and PAC to maintain a joint log of key recommendations issued in the last two years (and follow up actions) that are published. Depending on discussions with ASSL there may be a need for a second Strategic Adviser focused on communications to support follow-up and media/citizen outreach.

- **Anti-corruption.** Support to two key organisations:
 - **Anti-Corruption Commission (ACC).** Through our existing Anti-Corruption / Pay No Bribes programme we are providing two Strategic Advisers to the Anti-Corruption Commission until the end of February. They will help develop the new ACC Strategic Plan and map the capacity needs of a range of stakeholders to set up and manage an effective and independent Corruption Court. Following the end of this, there may be the need for further strategic, technical or institutional reform advisers to work with the ACC to take forward the plans.
 - **Judiciary / Ministry of Justice.** A technical adviser to work with the Judiciary, Ministry of Justice and ACC to set up the Special Court on Corruption and improve their ability to manage and adjudicate corruption cases. This will build on the findings of the Advisor on the Corruption Court mentioned above.
- **Revenue.** We are already providing a Strategic Adviser to the NRA who has been separately contracted under this programme. To supplement this we require a small team of hands-on embedded technical assistance to support the NRA's priority reforms, including the rollouts of major new IT systems funded by the World Bank and Government. This will be subject to further discussions and agreement between Government and DFID to agree priorities, and the mix of short and long-term TA but areas it may cover include:
 - Human resource management to review the human resourcing strategy, including role descriptions and identification of capacity gaps, and strengthen performance management across the NRA.
 - Review of key legislation.
 - Develop and implement an ICT training strategy, complemented by establishing and equipping an IT training facility based on a sustainable financing model, to build and maintain NRA staff capacity in core software.
 - Support review and implementation of the taxpayer services strategy including developing materials aligned with the ICT projects' implementation.
 - ICT Systems and Network Configuration¹ addressing security issues. The expert will help configure systems and, in the process, transfer skills to staff.
 - Support compliance and risk management within Customs, in particular strengthening valuation and third party data sharing.
 - PFM ICT expert within the President's Office Directorate for Science, Technology and Innovation or Ministry of Finance to provide strategic leadership on coherence and integration of government PFM ICT systems.

Team structure and organisation:

- **Leadership.** Whilst the strategic and technical advisers will report directly to their government counterparts, the supplier will need to ensure strong internal communication and coordination across the TA team. One of the Strategic Advisers in a central position will therefore need to act as Team Leader.
- **Flexibility.** The programme is intended to be flexible and adaptive in order to respond to the reform priorities of the new government. In the course of their work, the strategic advisory team will therefore need to assess where momentum and commitment are greater and propose to DFID how to adjust support accordingly. We have provided a list of areas where we have identified support is required but the precise configuration of strategic and technical advisory positions will be flexible, and during the course of the contract we (DFID, the Government or the supplier) may identify the need for additional short or long-term positions to be created at strategic or technical level, and some complementary activities. Provision will need to be made for this in the budget. Quarterly review points will be built in to agree changes to the workplan, activities and forecast.

¹ With the introduction of ITAS and ASYCUDA world (both web based), the NRA will be opening its doors to the world. The ICT Department presently lacks the in-depth skills to configure switches, routers, firewalls and servers against intruders that may attempt to hack systems.

- **Indicative results** for each area are provided at Annex A. These will be refined and finalised within one month of contract signing.

6. Implementation and performance requirements

Should particular individuals have not been able to establish strong and effective working relationships with government counterparts, DFID reserves the right to request that they are changed. This will usually be discussed and agreed as part of the quarterly progress review, at which point DFID will seek feedback from Government counterparts as to the performance of the members of the TA team.

On occasion it might be necessary to request additions / changes / removal to personnel between quarterly review points. For any changes to personnel, or new Strategic / Technical Adviser positions, the supplier will be required to submit CVs to DFID and the Government of Sierra Leone for approval in writing prior to signing contracts. Prior to advisers taking up position, DFID, the Government of Sierra Leone and the supplier will agree a more detailed set of activities for the position.

The supplier will need to produce KPIs as part of their proposal. These should include performance measures relating to the suitability of personnel proposed for positions arising during the course of the contract (as measured by whether DFID/GoSL accept CVs from the first set of candidates proposed by the supplier), and the proportion of technical advisers who complete their full contract duration (i.e. posts are not ended early because DFID / GoSL are not satisfied with performance or because the individual resigns). Details of KPIs can be found in Appendix B.

7. Reporting

The supplier will be required to submit a quarterly progress report reflecting activities delivered by the advisers and proposing revisions to the workplan / activities and forecast for the remainder of the contract for DFID's approval.

8. UK Aid Branding

Partners that receive funding from DFID must use the UK aid logo on their development and humanitarian programmes to be transparent and acknowledge that they are funded by UK taxpayers. Partners should also acknowledge funding from the UK government in broader communications but no publicity is to be given to this Contract without the prior written consent of DFID.

9. Transparency

DFID has transformed its approach to transparency, reshaping our own working practices and pressuring others across the world to do the same. DFID requires Suppliers receiving and managing funds, to release open data on how this money is spent, in a common, standard, re-usable format and to require this level of information from immediate sub-contractors, sub-agencies and partners.

It is a contractual requirement for all Suppliers to comply with this, and to ensure they have the appropriate tools to enable routine financial reporting, publishing of accurate data and providing evidence of this DFID – further IATI information is available from <http://www.aidtransparency.net/>

10. Delivery Chain Mapping

The supplier will be required to provide a Delivery Chain Map that identifies and captures, usually in visual form, the name of all partners involved in delivering a specific good, service or charge, ideally down to the end beneficiary.

11. Break Points

The contract will be subject to a break point after 6 months. Continuation of the services after this point will be based on agreement of deliverables and on satisfactory performance and the progress of the Supplier against the specified outputs.

12. Scale Up/Down

The Supplier shall commit to being fully prepared in the event any decision is made to scale down (decrease) the scope of the programme. The contract will provide a maximum threshold for services within the 11 month contract period but whether this is fully utilised will depend on agreement on the number of TA positions required as implementation of the contract progresses.

13. Timeframe

The contract will start in May 2019. Given the short duration of the programme, rapid mobilisation is essential. Team members will be expected to deploy as quickly as possible and as soon as agreement has been reached with DFID and GoSL on CVs of individuals. It is not necessary for the full team to deploy at once but contract durations will need to be adjusted to reflect the actual start date.

The end date of the contract aligns with the end date of Phase I of the programme. Subject to performance of the technical assistance team, and if Ministerial approval for Phase II of the programme is received in Autumn 2019, DFID may decide to extend the contract by six months to bridge to the second phase of the programme, but with no additional cost extension.

14. DFID co-ordination

The supplier will report to the SRO for the Strengthening Public Financial Management, Anti-Corruption and Accountability Institutions in Sierra Leone programme. The SRO is currently the Governance & Social Development Team Leader in DFID Sierra Leone.

DFID Governance and Economic Advisers within the Governance & Social Development Team will lead on different strands of the technical engagement and engage with the technical advisers accordingly.

15. Duty of Care – Supplier Duty of Care Risk Assessment

Theme	DFID risk score
Overall	3
FCO Travel Advice	3
Host nation travel advice	N/A
Transportation	4
Security	3
Civil unrest	3
Violence / crime	3
Espionage	1
Terrorism	2
War	1
Hurricane	1
Earthquake	1
Flood	3
Medical services	3 - Freetown only. 4 - outside of Freetown.

1 Very Low Risk	2 Low Risk	3 Med Risk	4 High Risk	5 Very High Risk
Low		Medium	High Risk	

Last updated: January 2018

16. Background

See Business Case for programme. Since then, the decision has been taken not to provide funding to multilaterals in the first phase of the programme and therefore the cost estimates have been revised to reflect this.

17. General Data Protection Regulations (GDPR)

Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in App A and the standard clause 33 in section 2 of the contract.

Annex A: Indicative results by area

Area	Indicative results – to be refined by May 2019
MoF leadership	<ul style="list-style-type: none">• PETS: Greater revenue generation through supporting a positive change in culture towards taxation.• Promote accountability to stop leakages in expenditures on health agriculture and education through expenditure tracking and publication of a Service Delivery Index.• Increase citizen trust in institutions, through advocacy for inclusive growth, greater decentralisation and building a constructive feedback loop between citizens and GoSL agencies managing the economy.
Public Procurement	<ul style="list-style-type: none">• Better procurement practices• Improvements in multilateral performance (institutional capability, coordination) through shaping operating environment and linking to PFMICP interventions
Payroll	<ul style="list-style-type: none">• More realistic HR planning and an up to date pay roll, with fewer opportunities to add unfounded and unfunded demands for employees.• Savings to the tune of 7-8% of the total payroll.
Open Budget and PEFA	<ul style="list-style-type: none">• Better understanding of the PEFA / Open Budget processes by beneficiaries of the intervention• Improvements in the PEFA and Open Budget Scores – i.e. better PFM and budget cycle management• Greater accountability of executive to parliament, civil society and citizens
Audit	<ul style="list-style-type: none">• Improvements in addressing outstanding audit recommendations adequately addressed.• Reduced number of audit recommendations that are more than one year old that have not been adequately addressed, as reported by Audit Service Sierra Leone (ASSL) (Baseline: over 80% of recommendations not adequately addressed).• Improvements in multilateral performance (institutional capability, coordination), through shaping the operating environment for WB interventions.
Anti-corruption	<ul style="list-style-type: none">• Increased number of grand corruption cases investigated, prosecuted and completed by Anti-Corruption Commission (Baseline: less than 5 grand corruption cases investigated, prosecuted and completed in 2017).• Improvements in citizen's perceptions of ability of government to fight corruption (Baseline: Programme to support an urgently needed national corruption perception survey to act as baseline).
Revenue	<ul style="list-style-type: none">• Supporting the successful rollout of new IT systems and strengthening organisational performance• Improvements in relevant TADAT indicators• Phase 1 of the ITAS is successfully rolled out in terms of the software, hardware, human capacity and business processes (both within NRA and amongst taxpayers). (aligning with the RMS focus on automation of domestic revenue and strategic goal 1)

Appendix A: of Contract Section 3 (Terms of Reference) Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract.

The completed schedule must be agreed formally as part of the contract with DFID and any changes to the content of this schedule must be agreed formally with DFID under a Contract Variation.

Description	Details
Identity of the Controller and Processor for each Category of Data Subject	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the following status will apply to personal data under this contract:</p> <ol style="list-style-type: none">1) The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of Personal Data necessary for the administration and/or fulfilment of this contract.