

Section 1 – Form of Contract

Framework Agreement for:	CONFLICT, STABILITY & SECURITY FUND (CSSF) FRAMEWORK 2018
Reference Number:	CPG/2350/2018
Call-Off Title:	Strengthening Action Against Corruption (STAAC) in Ghana 2019/20
Call-Off Reference:	PO 8507

This Call-Off Contract is made between the Secretary of State for The Department for International Development (DFID) ("the Authority"),

and

Adam Smith International ("the Supplier") having his main or registered office at 240 Blackfriars Road, London, SE1 8NW, United Kingdom

("the Parties")

SIGNED on behalf of the Parties:

For the Supplier:

For the Authority:

By:

Full Name:

Full Name:

Position held on behalf of Supplier:

Position held on behalf of Authority:

Date:

Date:

CSSF FRAMEWORK 2018 - CALL-OFF CONTRACT

Framework Agreement with:	Adam Smith International
Sub Contractors/Consortia:	Code for Africa Security and Intelligence Group (SIG) Ghana
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2018
Framework Agreement Number:	CPG/2350/2018
Call-off Contract For:	Strengthening Action Against Corruption (STAAC) in Ghana 2019/20
Contract Number:	CPG/2350/2018
Call-off Contract Reference Number:	PO 8507

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Section 2 – Call-Off Terms & Conditions

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1. The above mentioned Framework Agreement.

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

2. Your proposal of 30 April 2019

2.1. The Authority requires (“the Supplier”) to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Call-off Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

3.1. The Supplier shall start the Services no later than **1 July 2019** (“the Start Date”) and Services shall be completed by **31 December 2020** (“the End Date”) unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.

3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier’s performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

4.1. Authority requires the Supplier to provide the Services to the **Government of Ghana and DFID Ghana** (“the Recipient”).

5. Financial Limit

5.1. Payments under this Call-off Contract shall not exceed **£2,500,000 (Two Million Five Hundred Thousand Pounds)** (“the Financial Limit”) and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the [Statement of Requirements \(Annex 1\)](#) and [Schedule of Prices and Rates \(Annex 2\)](#).

5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number.

5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.

6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Fixed Price

7.1. Where the Parties have agreed in the [Schedule of Prices and Rates](#), that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

8. Time and Material

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8.1. Where the Parties have agreed in the [Schedule of Prices and Rates Annex 2](#) that the Services will be provided on a time and materials basis, then:

- a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
- b) the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
- c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
- d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

9. Officials

9.1. The Authority Project/Contract Officer is as follows:

Title:	Name:	Email Address:
Senior Responsible Officer		
Programme Manager		

10. Key Personnel

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

Title:	Name:
Team Leader	
Programme Director	
Technical Director	
Programme Manager	
Grants Supervisor	
Finance and Grants Manager	
Financial Intelligence	
BOT & Accountability Adviser	
Investigations Adviser	
National Investigations Adviser	
Prosecution Adviser	
Adjudications Adviser	
Accountability Adviser	
BOT & Accountability Adviser	
Political and Research Adviser	
Strategic Knowledge & Adaption Adviser	
M&E Adviser	

11. Monitoring and Contract Performance Reports

11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the [Statement of Requirement at Annex 1](#).

11.2. These provisions will include without limitation:

- i. random inspections;
- ii. regular meetings;
- iii. the regular delivery of written management reports;
- iv. monthly report on Key Performance Indicators.

11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

12. Duty of Care

12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. 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.

12.2. Unless otherwise agreed, 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 the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.

12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier 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.

12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off 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.

12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the [Statement of Requirements at Annex 1](#)

13. Third Party Rights for Sub-Contractors

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions") to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

14. Call-off Contract Signature

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph 9 above) duly completed, signed and dated on behalf of the Supplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

Annex 1 – Statement of Requirements

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Annex 1 Terms of reference (enclosed page 14)

By signing here, the Supplier confirms they have opened and checked the embedded document in Annex 1 and it represents the Supplier's Tender submitted in response to the CSSF **Strengthening Action Against Corruption (STAAC) in Ghana 2019/20** under reference tender ITT Volume 2 – Terms of Reference for STAAC dated **9 April 2019**

Signed.....

Date.....

Annex 2 – Schedule of Prices & Rates

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By signing here, the Supplier confirms they have opened and checked the embedded document in Annex 2 and it represents the Supplier's Tender submitted in response to the CSSF **Strengthening Action Against Corruption (STAAC) in Ghana 2019/20** under reference tender ITT Volume 4 Cost Proforma Template dated **9 April 2019**

Signed.....

Date.....

Annex 3 – Security Risk Disclaimer

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Not Used.

By signing here the Supplier confirms they have opened and checked the embedded document in Annex 3 and it represents the Security Risk Disclaimer requested by the Authority and submitted by the Supplier.

Signed.....

Date.....

Annex 4 – Processing, Personal Data & Data Subjects

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This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

The completed schedule is 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 32.2 and 32.4 (Section 2 of the Framework Agreement) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 32.3 in respect of Personal Data necessary for the administration and / or fulfilment of this contract.2) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.

Annex 5 – Insurances

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REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: PO 8507 STAAC

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

- 1.1 The Supplier.

2.INTEREST

- 2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

3.LIMIT OF INDEMNITY

- 3.1 Not less than “the financial limit” in respect of any one occurrence, the number of occurrences being unlimited, but “the financial limit” any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4.TERRITORIAL LIMITS

- 4.1 N/A

5.PERIOD OF INSURANCE

- 5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6.COVER FEATURES AND EXTENSIONS

- 6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

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8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed "the financial limit" for each and every third party property damage claim (personal injury claims to be paid in full).

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

- 9.1 Not used
-

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

- 1.1 The Supplier.

2. INTEREST

- 2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

- 3.1 Not less than "the financial limit" in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

- 4.1 N/A

5. PERIOD OF INSURANCE

- 5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

6. COVER FEATURES AND EXTENSIONS

- 6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

7. PRINCIPAL EXCLUSIONS

- 7.1 War and related perils
7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed "the financial limit" each and every claim.

9. APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

- 9.1 Not used
-

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

- 10.1** The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Annex 6 – Supplier Code of Conduct

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

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1. The required Compliance Level for this Call-Off Contract is Compliance Level 1 (CL1)

Sub-Appendix A: Compliance Level matrix *(From Framework Agreement)*

The table below sets out the evidence that Suppliers are required to make available when requested by the Authority to demonstrate compliance with the Code.

For Call-Off Contracts requiring adherence to Compliance Level 1 (CL1) or Compliance Level 2 (CL2) the Supplier shall provide the evidence below at the frequency stated below to the Authority.

Compliance Area and requirement		Evidence Required	Frequency	CL1	CL2	CL3
i.	Declaration of compliance with the Supplier Code of Conduct	Declaration set out at Sub-Appendix B provided.	Annually	X	X	X
ii.	Declaration of sign up to the UN Global Compact	Certificate/Confirmation of membership	Annually	X	X	X
1. Value for Money (VfM) and Governance						
a.	Economic and governance policies in practice	Relevant organisation policies, including detailed annual financial breakdown related to the contract	Annually	X	X	0
b.	VfM being maximized over the life of a contract.	Relevant documentation to include: - Confirmation of annual profit level fluctuations since contract award; - Evidence of timely resolution of identified issues; - Evidence of lessons learned	Annually	X	X	0
c.	Tax declaration (HMRC format)	- Tax the organisation paid on profits made in the last 3 years, and in which countries; - Compliance with relevant country level tax regulations fully understood and met	Annually	X	X	0
2. Ethical Behaviour						
a.	Adherence to conflict of interest management procedures	Relevant organisation policies, including recruitment policy which must address circumstances where there may be potential or actual conflict of interest	Annually	X	X	0
b.	Ethical training and staff updates	Copy of training programme; Training logs; Relevant communication to staff	Annually	X	X	0
c.	A workforce whistleblowing	Relevant organisation policy	Annually	X	X	0

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	policy	and evidence of continuous staff awareness maintained.				
d.	Staff involved in Authority funded programmes are aware of how to report all suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism to the Authority.	Relevant organization policy and evidence of regular communication to staff.	Annually	X	X	0
e.	Declaration of direct or delivery chain staff members proposed to work on Authority funded programmes if employed by the Crown in the preceding two years.	Proof of compliance with the HMG approval requirements under the business appointments rules.	Annually (and when a new member of staff who this applies to joins the project team)	X	X	0
3. Transparency and Delivery Chain Management						
a.	IATI compliance for Suppliers and delivery chain partners	Proof of compliance with IATI	Annually	X	0	0
b.	Provision of up-to-date and accurate records of all downstream supply partners provided within the required frequencies, including annual contractual spend on MSME's, women owned businesses and apprenticeships in place	Record of all downstream supply partners	Annually	X	0	0
c.	Policies and practices for the management of delivery chain partners and affiliates aligned to the Supplier Code of Conduct	Verification that policies and practices for the management and governance of delivery chain supply partners is in place	Annually	X	0	0
d.	Tax evasion, bribery, corruption and fraud compliance	Statement of assurance that there has been no change to previous statements	Annually	X	X	0
e.	HMG prompt payment policy adhered to by all delivery chain partners	Confirmation of adherence to HMG prompt payment policy	Annually	X	0	0
4. Environmental Issues						
a.	Processes in place to identify environmental risks (e.g. by maintaining a risk register) ensuring legislative requirements are met and context specific environmental issues addressed	Documentation demonstrating how environmental risks are identified (e.g. risk register) with formal context specific environmental safeguarding policies in place	Annually	X	0	0
b.	Annual environmental performance reports	Published reports	Annually	X	0	0
5. Terrorism and Security						
a.	Reporting of terrorist offences or offences linked to terrorist activities or financing	Status declaration	Annually	X	X	0
b.	Confirmation that no engaged employees or deliver chain personnel appears on the Home Office Prescribed Terrorist Organization List.	Appropriate certification or documentation	Annually	X	X	0
c.	Data is managed in accordance	Appropriate certification or	Annually	X	X	0

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	with the Authority's security policy and all systems are in accordance with the HMG cyber essentials scheme	documentation				
d.	Adherence to best practice global principles for digital development	Appropriate certification or documentation	Annually	X	0	0
6. Safeguarding, Social Responsibility and Human Rights						
a.	Compliance with key legislation on international principles on labour and ethical employment	Confirmation of UN Global Compact Membership; Internal documentation demonstrating best practice and compliance	Annually	X	X	0
b.	Measures in place and cascaded to assure the prevention of actual, attempted or threatened sexual exploitation or abuse or other forms of inequality or discrimination by Relevant Individuals. Robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate in place.	Proof of application and embedding of a safeguarding policy	Annually	X	X	X
c.	Membership of the International Labour Organisation or Ethical Trading Initiative	Membership Number	Annually	X	0	0
d.	Principles cascaded to employees and sub-contractors via an internal policy or written outline of good practice service deliver approaches to Human Rights and Safeguarding reflecting UN Global Compact Principles 1 & 2	Internal policies or communication demonstrating communication to staff and delivery chain partners showing appropriate level of commitment to the UN Compact Report on number and details of organization safeguarding allegations reported.	Annually	X	0	0

Signed on behalf of the supplier	
Full Name	
Position held on behalf of Supplier	
Date	

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Title:	Annex 1 - Terms of Reference (ToR) for Strengthening Action Against Corruption in Ghana (STAAC)
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Strengthening Action Against Corruption – Ghana (STAAC)

Terms of Reference

Introduction

DFID in Ghana

1. The key priorities for DFID Ghana are economic development, poverty reduction and human development, governance and accountability. One of the key risks identified in achieving the goals set out in the Operational Plan and the Government of Ghana's aims is increasing levels of corruption in Ghana.
2. Although corruption in Ghana is commonly perceived to be less pervasive and destructive than in other Sub-Saharan African Countries, national surveys point to a significant deterioration in recent years. Overall trends are negative, with increased grand corruption, endemic and corruption across government and worsening petty corruption. Public perceptions reflect a growing awareness of, and concern about corruption across key sectors of government. Tackling corruption is essential if Ghana is to achieve sustainable and equitable growth.
3. The development of an anti-corruption programme was recommended as part of the DFID Ghana Anti-Corruption Strategy 2013-5, which aimed to reduce corruption in Ghana and safe-guard UK taxpayers' money invested through DFID programmes. This programme also responded to the October 2014 ICAI report on corruption which recommends that DFID should include more programmes which specifically target the everyday corruption experienced by the poor and educate the population about the ill effects of corruption.

The STAAC programme

4. Strengthening Action Against Corruption (STAAC) is a five-year programme that commenced in January 2016. It was designed to address concerns that increasing levels of corruption were a key risk to development progress in Ghana. The programme aims to increase the risks for those engaged in corrupt activities, resulting in a reduction in the incidence of corruption at all levels.
5. The programme seeks to support both the supply and demand sides. It seeks to improve the performance of all aspects of the anti-corruption chain – deterrence, detection and sanctioning, including asset tracing and recovery. It provides support to key agencies, including the Financial Intelligence Centre (FIC), Registrar-General's Department (RGD), Economic and Organised Crime Office (EOCO), Criminal Investigations Department (CID), Department of Public Prosecutions (DPP), Economic and Financial Crime Courts (EFCC), Ghana Audit Service (GAS) among others, to work more effectively together on the identification and handling of corruption risks and cases.
6. On the demand-side, the programme provides technical assistance and financial support to expand work undertaken by think tanks, CSOs and the media to monitor and report on the extent and modalities of corruption in Ghana and Government performance in relation to preventing and addressing corruption. Support to selected civil society partners seek to ensure that interventions are based on robust analysis and strategic vision and are followed through to a logical conclusion.
7. Finally, the programme seeks to increase national and international incentives for the Government of Ghana to take action against corruption, by strengthening dialogue on the subject between the Government and civil society, the private sector and donors.

8. STAAC is oriented around five outputs:

- **Output 1:** Institutions in the **detection function** have improved understanding of their role and of the anti-corruption chain, are better able to collaborate with colleagues within and between institutions, and their mandates are supported by more effective systems.
- **Output 2:** Institutions in the **investigations function** have improved understanding of their role and of the anti-corruption chain, are better able to collaborate with colleagues within and between institutions, and their mandates are supported by more effective systems.
- **Output 3:** Institutions in the **prosecutions and adjudication function** have improved understanding of their role and of the anti-corruption chain, are better able to collaborate with colleagues within and between institutions, and their mandates are supported by more effective systems.
- **Output 4: Civil Society** demonstrates an enhanced approach to knowledge sharing and collaboration, and more effectiveness in holding the government to account in tackling corruption more effectively.
- **Output 5:** STAAC adopts a **problem-driven and adaptive approach** to supporting the anti-corruption chain and civil society to become more effective at working together and tackling corruption. It will be evidence-based and lesson-sharing, underpinned by effective programme management.

9. These will contribute to the **outcome** of strengthened anti-corruption and accountability institutions working together to tackle corruption more effectively.

10. The intended **impact** is more active implementation of anti-corruption measures from scrutiny to punitive action, increasing the risks for those engaging in corrupt activities. This will contribute to reducing the impact of corruption on the poor in Ghana, both directly in terms of bribery and improved access to services and indirectly through reduced diversion of public resources.

11. The STAAC programme is pioneering a problem-driven, iterative and adaptive (PDIA) approach to working on anti-corruption, underpinned by political economy analysis (PEA). The focus of the first year (inception phase) was on contextual analysis, relationship-building and development of programme tools. Programme implementation commenced in January 2017 and the flexible and adaptive approach has informed the gradual changes made to the programme during its implementation.

12. The initial design of the programme revolved around four key components – (a) Support to supply-side public institutions through non-budget support financial aid (NBFA) (b) Strategic and Technical Support Facility (STSF) for supporting reform efforts and enhance synergies by supporting both the supply and the demand side (c) Dedicated support through the Crown Prosecution Service (CPS) and (d) Programme management, M&E and audit.

13. DFID engaged a supplier for providing technical assistance and programme management through the Strategic and Technical Support Facility (STSF). The STSF includes dedicated funds for technical assistance, project management, accountable grants for civil society and a rapid response fund.

14. However, several changes and modifications have since altered the programme design. Firstly, since a Crown Prosecution Service Adviser could not be seconded, it was decided that the costs of the Adviser would be met from the Strategic and Technical Support Facility. Secondly, the uptake of programme activities increased significantly from the

second year – from 3 supply-side and 3 demand side institutions originally envisaged to 7 supply-side and 6 demand side institutions currently. Thirdly, the lack of flexibility of the non-budget support financial aid hindered spending on this account. As a result, the TA component has expended more budget than envisaged in the original design.

15. The last annual review/mid-term review therefore recommended a significant change in the original programme design. The review proposed shifting resources earmarked under the CPS and NBFA components to the TA component through budget uplift. This Terms of Reference is drawn up with a view to engage the services of a Supplier to implement the programme until its completion in December 2020 with the budget uplift.
16. More details on the STAAC programme can be found in the programme business case and other documents listed at the end of these TOR.

Introduction to Requirement

17. DFID seeks a Supplier to implement the effective delivery of its 'Strengthening Action Against Corruption' (STAAC) programme.

Objective

18. The objective of the Supplier is to maximise the effectiveness of DFID programme funds in reducing corruption in Ghana.

Recipient

19. The principal recipients of this programme are DFID Ghana and the Government of Ghana working through Anti-Corruption agencies such as but not limited to the Financial Intelligence Centre (FIC), Registrar-General's Department (RGD), Economic and Organised Crime Office (EOCO), Criminal Investigations Department (CID), Department of Public Prosecutions (DPP), Economic and Financial Crime Courts (EFCC), Ghana Audit Service (GAS). From the demand side, the programme will deliver through leading civil society organisations like but not limited to the Centre for Democratic Development (CDD), Africa Centre for Energy Policy (ACEP), Penplusbytes, Ghana Anti-Corruption Coalition (GACC), Ghana Integrity Initiative (GII), UK Ghana Chamber of Commerce/ Private Sector Anti-Corruption Group.

Budget and Performance Requirements

20. Bidders should note that the original £6m budget for technical assistance, management fees and the STSF rapid response fund will be exhausted by Feb 2019. The Supplier will execute an additional budget of £2.5m for technical assistance, management fees and the STSF Rapid response fund during the remaining period of the programme. All payment will be made after receipt of invoices.
21. Suppliers are expected to provide a competitive proposal that maximises the results that will be achieved within the budget. In proposing these results, reference should be made to the STAAC log frame, work plans and the DFID VFM strategy¹.
22. DFID intends to manage the contract based on annual work plans and agreed deliverables received which will trigger quarterly payments. The supplier will also be required to demonstrate clear value for money at each stage of the implementation process. This will include demonstrating that administrative and security costs are efficient; that management processes are designed to maximise cost effectiveness; and that funds can be allocated based on evidence of results to ensure the greatest possible impact is

¹ DFID's Approach to Value for Money - <http://www.dfid.gov.uk/Documents/publications1/DFID-approach-value-money.pdf>

achieved. A clear process for measuring value for money should be included within the monitoring framework. Key results that will trigger payment will be agreed at the beginning of the contract and re-visited at the beginning of each year.

23. DFID also intends to introduce Key Performance Indicators (KPIs) with a view to managing the Supplier's performance throughout the life of this contract. These will measure aspects such as service provision, programme delivery, quality management and performance management. Sample baseline indicators have been provided within Annex A of this document. Please note these are not absolute and are to serve as a guide in the preparation of your own KPI's which should be identified within bids. The final KPIs will be agreed with the Supplier during negotiations for the inception phase and, upon completion of the inception phase, for the implementation phase of the programme. Please see the following suggestions of KPI's which could be considered when planning your performance criteria:

- a) Effectiveness of the team in engaging with and finalising workplans and proposals from institutions and organisations, which are likely to contribute to reduction of corruption in Ghana;
- b) Effectiveness in ensuring institutions and organisations deliver against their commitments in workplans and funding proposals;
- c) Effectiveness in negotiating value for money for DFID in all aspects of programme work;
- d) Effectiveness in promoting joint working between the different parties in the fight against corruption in Ghana.

Timing

24. The contract will be issued for a period of 18 months (July 2019 - Dec 2020). There will be bi-annual reviews to assess the performance of the supplier and test the programme assumptions.

25. At the end year of the implementation phase DFID may consider an extension of up to 6 months subject to the needs of the programme. There will be no additional funding available for this extension phase and there may be a slow down of activities in the lead up to the general election.

Project Requirements

Scope

26. Broadly the Assignment will focus on three areas highlighted below;
- i) Provision of technical assistance (TA) and advisory support to state implementing partners on the determined areas of activities in consultation with DFID.
 - ii) Provision of grants and TA and advisory support to the identified civil society partners. Additional partners may be added as relevant.
 - iii) Manage the Strategic and Technical Support Facility.
27. The Supplier will work closely with DFID to ensure that all components run smoothly and that together, they deliver the intended programme outputs and outcome.

28. The Supplier will also be responsible for day to day programme management, which will include: programme planning; managing long and short-term TA; making sure programme management is carried out in line with standard DFID procedures; ensuring superior quality of the implementation team at all times; accurate budgeting and forecasting with minimal variance; quality assurance; and timely submission of reports.
29. The Supplier will be responsible for ensuring that the support to partners is being used for the purposes intended by undertaking due diligence of CSO partners and ensuring they are well placed and have adequate systems in place to receive donor funding

Methodology

30. A range of approaches and options could deliver STAAC-Ghana objectives. Core to any methodology is a focus on changing behaviours. The methodology must take account of a sound understanding of the political economy, trends and drivers in Ghana. The problem-driven, iterative and adaptive (PDIA) approach to working on anti-corruption will continue to guide programmatic changes and delivery. This approach will be underpinned by political economy analysis (PEA) that will inform not only the programme but also UK's wider strategic engagement.
31. By being flexible and adaptive, the programme has evolved a coherent working model to address both supply-side issues as well as demand-side engagement. The supplier should ensure continuity in the programmatic arrangements so that there is minimal disruption in programme implementation.

Key outputs and Deliverables

32. The Supplier will be responsible for overall management, implementation and monitoring of the programme components. As such, the Supplier will be responsible for integrating the different components of the programme, ensuring that the mechanisms, arrangements and systems are implemented on schedule and to cost. This will be developed in close coordination with DFID.
33. The Supplier will be responsible for ensuring the programme meets its targets as set out in the log frame.
34. The Supplier will also ensure that all sub-contractors and staff contracted to undertake activities for the programme meet a high standard and are engaged on a performance basis. The Supplier will be fully responsible for ensuring that all deliverables are submitted on time and that they meet DFID's standards.
35. Every year the work plan and budget will be updated, realigned and formally approved by DFID. The Supplier will maintain the required accounting and financial records of all programme activities including reimbursable expenses and timesheets of personnel engaged.
36. Additional formal activities, deliverables and outputs may be determined as part of the annual reviews. Any additional activities agreed as part of the annual reviews will be delivered within the original specified budget. The targets agreed in the revised programme logical framework and the annual business plan will form the basis upon which performance will be monitored and tracked.
37. Indicative activities and deliverables include the following:

Technical Assistance

38. Provide dedicated TA to support the effective implementation and delivery of programme activities in agreement with DFID. This will include:
- Technical support for all aspects of the anti-corruption chain – detection, investigation, prosecution and adjudication
 - Technical and advisory support to civil society organisations engaged in anti-corruption efforts
 - Provide timely, practical and effective policy advice to ensure so it can respond adequately to the changing context of emerging risks and opportunities.

Programme Management

39. Ensure overall robust and timely management and implementation of the programme;
40. Ensure that work plans are delivered as planned (e.g. monitoring delivery of inputs, outputs and outcomes and ensuring value for money);
41. Ensure that assistance to government agencies is being used for its intended purpose;
42. Assist the programme CSO partners in preparing regular quarterly reports on the programme's progress;
43. Advise DFID on the frequency and magnitude of disbursement and accounting for the programme, providing regular and accurate; forecasting of programme spend (Monthly, Quarterly, Annually, etc);
44. Ensure flexibility in approach and ability to adapt and manage the changing needs of the programme;
45. Ensure timely annual reviews (AR) and end-term reviews of the programme;
46. Ensure all programme assets are inventoried and branded and secured for verification as and when required;
47. Vigilant preparation for all annual Audits conducted under the programme and all recommendations actioned before subsequent audits.

Grant Management for the STSF

48. Carry out due diligence assessments of recipient institutions' financial and management systems, ensure any deficiencies are remedied prior to disbursing funds;
49. Prepare and issue funding agreements for individual fund recipients;
50. Maintain financial oversight of programme funds, procurement, and spending and ensure compliance with international best practices in prudent financial management regulations;
51. Inform DFID of any variations in programme spend or concerns relating to programme spend.
52. Ensure adequate communication and branding of DFID assets and support.

Monitoring

53. Review the overall results framework for STAAC and finalise performance indicators in the individual work plans of each partner and the STSF, ensuring these indicators have meaningful qualitative and quantitative performance benchmarks;
54. Establish a system for monitoring progress of the programme, including reporting progress against planned inputs, outputs and outcomes;
55. Working with partners, produce monitoring reports (short quarterly reports and more detailed annual reports) to demonstrate how funded organisations contribute towards their individual work plans and the overall results framework;
56. Review and update the results framework and work plans annually and secure the approval of DFID if there are any variations from the identified indicators and programme results;
57. Review and ensure Value for Money during various stages of the programme implementation, including an assessment of VfM at the end of the programme;
58. Document and promote good practice in implementation of the STSF and the entire programme and develop effective ways to disseminate such practices;

Research, Evaluation and Lesson Learning

59. In managing the STSF, use awareness of global anti-corruption efforts to select pieces of analytical work that are likely to contribute to wider debates;
60. Quality assure products generated by the STSF fund to ensure that they are relevant to anti-corruption efforts in other countries and their analysis stands up to international scrutiny;
61. Dissemination of the findings of analytical products, to help maximise their impact in informing public debates on anti-corruption in Ghana, including on any new legislation or Government policies;
62. All the above should be appropriately tailored with different/specific audience in mind.

Reporting

63. The following reports will be prepared and submitted to DFID for review, comments and final approval:
 - Annual work plans, procurement plans and budgets;
 - Monthly progress reports briefly updating on progress against the work plan to DFID in an agreed format;
 - Quarterly progress reports against the delivery of the KPIs to DFID in an agreed format;
 - Quarterly updated asset inventories;
 - Annual reports will include additional sections:
 - (a) lessons learned,
 - (b) a detailed M&E report; and

- (c) an update of the risk analysis together with any recommendations to modify the risk mitigation strategy;
- External audit report on the annual financial statements; and
- Mandatory financial reports, including quarterly comparison of budget against expenditure. These financial reports will present data by both outputs and by type of expenditures (such as grants, training, workshops, consultancies etc.).

Performance Assessment

64. The Supplier's performance will be subject to the STAAC Programme Annual Reviews and any Strategic Relationship Management (SRM) initiated by DFID Senior Management

DFID Responsibilities and Approvals

DFID Coordination

65. There will be two key contacts for the Supplier from DFID Ghana: the Governance Adviser and the Deputy Programme Manager, Governance and Economic Transformation Team.
66. Regular monthly and quarterly meetings with DFID will be convened by the Supplier to review performance and determine priorities for the next period.

Resources

67. Bidders are encouraged to read the documents below to acquaint themselves further with DFID's work and the anti-corruption landscape in Ghana:
- I. STAAC Business Case – published version
 - II. STAAC Programme Logframe & M&E framework
 - III. DFID Ghana Anti-Corruption Strategy
 - IV. DFID's Approach to Value for Money

Duty of Care (DoC)

68. The supplier is responsible for the safety and well-being of their personnel (as defined in section 2 of the Framework Agreement) and third parties affected by their activities under this Call-down Contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
69. The supplier is responsible for ensuring appropriate safety and security briefings for all their personnel working under the Call-down Contract and ensuring that their personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the supplier must ensure they (and their personnel) are up to date with the latest position.
70. Suppliers must develop their tender on the basis of being fully responsible for Duty of Care in line with the details provided above and the initial risk assessment matrix developed by DFID (see Annex B of this ToR). They must confirm in their tender that:
- They fully accept responsibility for Security and Duty of Care.
 - They understand the potential risks and have the knowledge and experience to develop an effective risk plan.
 - They have the capability to manage their Duty of Care responsibilities throughout the life of the contract.

71. Further information on Duty of Care is provided in the Supplier Instructions (Volume 1 of the Mini-Competition Invitation to Tender Pack).

Do No Harm

72. DFID requires assurances regarding protection from violence, exploitation and abuse through involvement, directly or indirectly, with DFID suppliers and programmes. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation.
73. As this programme is targeting a highly sensitive area of work, the Supplier must demonstrate a sound understanding of the ethics in working in this area and applying these principles throughout the lifetime of the programme to avoid doing harm to beneficiaries. In particular, the design of interventions including research and programme evaluations should recognise and mitigate the risk of negative consequence for women, children and other vulnerable groups. The supplier will be required to include a statement that they have duty of care to informants, other programme stakeholders and their own staff, and that they will comply with the ethics principles in all programme activities. Their adherence to this duty of care, including reporting and addressing incidences, should be included in both regular and annual reporting to DFID;
74. Suppliers should also demonstrate a commitment to the ethical design and delivery of evaluations including the duty of care to informants, other programme stakeholders and their own staff.
75. DFID does not envisage the necessity to conduct any environmental impact assessment for the implementation of the programme. However, it is important to adhere to principles of “Do No Harm” to the environment.

GDPR – Protection of Personal Data

76. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Appendix A and the standard Clause 33 of the Framework Agreement.

Appendix A: Schedule of Processing, Personal Data and Data Subjects

The completed schedule will 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> <p>3) 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.</p> <p>4) For the avoidance of doubt the Supplier shall provide anonymised data sets for the purposes of reporting on this project and so DFID shall not be a Processor in respect of Personal Data necessary for the administration and / or fulfilment of this contract.</p>

Annex A: Sample Key Performance Indicators

DFID Key Performance Criteria	Sub Criteria	Rating (Strength, Weakness or No Indication)	Comment
	How do you rate performance against:	1 to 6 (see criteria below)	
Quality & Delivery	Quality and timeliness of milestones/deliverables		
	Quality of monitoring, evaluation, learning and reporting		
	Response to strategic opportunities and risks		
	Project impact/outputs / key results on track according to programme logframe		
Management, Strategy & Financial	Monthly and quarterly reports submitted to agreed deadlines, formats and quality.		
	Grants are disbursed within agreed deadlines		
	Ability to deliver in line with agreed budget		
Personnel	Performance of team leader		
	Performance of other team personnel		
	Performance of country based teams		
	Timeliness in replacing personnel with appropriate level of approval from DFID		
	Managing underperformance		
Customer Relationship	Risk Management		
	Responsiveness to stakeholders		
	Impact of outreach and external communications		
	Regular communication with DFID and delivery of weekly meeting action points		
	Development of new delivery partners		
	Attention to DFID policies		
Innovation and Continuous Improvement	Provider has sought to improve on the last reporting periods performance		
	Provider has delivered new ideas which have benefited the programme		
Corporate Social Responsibility	Activities have resulted in a positive affect on sustainable/environmentla considerations		
	Supply Chain: the amount of local contractors used within the supply chain to deliver the programme		
	Employment: Apprenticships, local oppourtunites		

Overall Performance in terms of Value for Money	
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Rating	Definition
6	Responsibilities delivered with a high level of efficiency and effectiveness. Supplier proactive in taking steps to achieve outcomes according to contracted responsibilities
5	Responsibilities delivered efficiently and effectively
4	Minor effort required to improve delivery of one or more contracted responsibilities
3	Effort needed to deliver contracted responsibilities
2	Major effort needed to deliver responsibilities. Significant effort required from DFID where provider is not delivering
1	Serious under performance. Not meeting most contract deliverables

Annex B: Duty of Care

SUMMARY RISK ASSESSMENT MATRIX

DFID Overall Project/Intervention

Summary Risk Assessment Matrix

Project/Intervention title: Strengthening Action Against Corruption in Ghana (STAAC-Ghana) Programme

Location: GHANA

Date of assessment: June 2018

Assessing official: Nana Benyiwa Baffoe-Bonnie

Theme	DFID Risk score Greater Accra Region	DFID Risk score Other parts of Ghana
OVERALL RATING ²	1	2
FCO travel advice	1	1
Host nation travel advice	Not Available	Not Available
Transportation	1	2
Security	2	2
Civil unrest	1	2
Violence/crime	3	3
Espionage	2	2
Terrorism	1	1
War	1	1
Hurricane	1	1
Earthquake	1	2
Flood	3	3
Medical Services	4	4
Nature of Intervention	3	3

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

² The Overall Risk rating is calculated using the MODE function which determines the most frequently occurring value.



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