

ADMINISTRATIVE SPECIFICATIONS FOR THE ENGAGEMENT OF TECHNICAL ASSISTANCE IN ORDER TO PROVIDE STRATEGIC ADVICE TO ARAP PARTNERS, PARTICULARLY LEGAL AID SCHEME (LAS)

EUROPEAN UNION PROJECT IN GHANA
“ACCOUNTABILITY, RULE OF LAW AND ANTI-CORRUPTION PROGRAMME - ARAP”

Ref: 07/18/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 Legal Aid Scheme, LAS, was initially considered an indirect ARAP stakeholder. LAS however have been engaged in ARAP very actively from the beginning and its role has evolved towards a full partnership.

LAS is a public organization under the Minister of Justice and Attorney General Department. The Scheme is tasked under the Legal Aid Scheme Act 1997 (Act 542) to provide legal assistance to the poor and indigent, as well as other persons in the prosecution and defence of their rights under the Constitution of Ghana. The legal assistance to citizens includes areas such as anti-corruption and accountability.

Other ARAP stakeholders are CHRAJ, NCCE, EPA, the Police, the Judicial Service and the Attorney General Department.

2. CONTRACTING AUTHORITY

The contracting authority may be, in accordance with the bidding budget, for contracts of individualized amount of over €100.000, the Director of the FIIAPP, F.S.P.

3. LEGAL SCHEME AND COMPETENT JURISDICTION

This contract is private in nature, and the civil jurisdiction is competent for hearing any disputes that may arise from the performance hereof.

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.

These Specifications are contractual in nature and contain the detailed conditions with which performance of the contract will comply.

4. CAPACITY TO CONTRACT

All natural or legal persons, Spanish or foreign, who have the full capacity to act, who are not subject to the prohibitions to enter into contracts as listed in section 1 of Article 71 of the LCSP and who are economically, financially, technically and professionally solvent may opt for the award of this contract. They must also hold the business or professional qualification that, if applicable, may be required to perform the activity or provide the service that constitutes the purpose of the contract. Wherefore, the regulations contained in Chapter II of Title II of Book I of the LCSP will be taken into consideration.

In the Delegated Cooperation contracts, before the formalization of any contract, FIIAPP F.S.P, will access the Central Exclusion Database of the EU to confirm contractor eligibility, in accordance with the provisions of Regulation (EC, Euratom) No 1302/2008 of the Commission, of 17th of December of 2008, related to the Central Exclusion Database (DO L 344 de 20.12.2008 p.12).

5. PURPOSE OF THE CONTRACT

The purpose of the contract is to provide advice and technical assistance to ARAP stakeholders, particularly in the area of strategic planning, but also in ARAP programming for more relevance and impact. Support to implementation of actions is also foreseen.

6. DESCRIPTION OF THE SERVICE

The services will be provided in Ghana.

FIRST ASSIGNMENT is detailed in APPENDIX IV and will consist in developing a Ghana Legal Aid Policy. Other assignments will be defined with ARAP CU and ARAP stakeholder and would be around the following tasks:

- Support ARAP stakeholders, in policy design, strategic planning and programming, with particular focus on accountability and anticorruption.
- Provide policy advice, support, technical assistance to ARAP and ARAP stakeholders also in the design and implementation of some ARAP activities, when requested
- Develop analytical documents in support to ARAP and stakeholders to inform its policies and implementation as well as ARAP activities
- Organize, conduct, lead, participate and facilitate workshops, trainings, seminars and debates in the framework of the assignments and tasks commissioned according to this contract.

More assignments, tasks and deliverables according to this Administrative Specifications may be added subject to an agreement between the parties with-in the interests of the project

Each assignment request will include estimated number of staff assigned, working days, deliverables and expected results, as well as budget allocated and payment calendar and conditions, which should be previously agreed upon. The consultant/consultancy, should present a report after each assignment for payment, as previously agreed, detailing findings and recommendations, as well as the outputs, outcomes and results.

Performance of the contract will comply with the conditions detailed in the Particular Administrative Conditions and the Technical Specifications, which are contractual in nature, wherefore they must be signed by the successful bidder in witness whereof, in the same act of formally executing the contract.

7. TENDER BUDGET

The budget line for this contest is of a maximum of 275.000 euros for all project implementation. The tender budget 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 firm assignments.

The maximum cost of FIRST ASSIGNMENT will be 80.000€. This amount represents the maximum budget of the financial proposal (clause 16) and will determinate the exclusion of any bid submitted for a higher amount.

8. CONTRACTUAL TERM

Provision of the service will take place until the end of the Project implementation.

The FIIAPP F.S.P. reserves the right to rescind the contract at any time in the event that it does not agree with the requested service.

9. GUARANTEES

The awarded company will be bound to set up a guarantee equivalent to 5% of the amount of the award.

The guarantees will be set up in accordance with the provisions set forth in Article 107 et seq. of the Public Sector Contract Law (LCSP).

The guarantee above required may be provided in one of the following ways:

- a) In cash, or in Public Debt securities. The cash or Public debt will be deposited in the “Caja General de Depósitos” or in its branches within the Delegations of the Spanish Ministry of Economy and Finance, in the form and with the conditions that the norms of development of the LCSP establishes.
- b) By bank guarantee, provided in the form and conditions established by the norms of development of the LCSP, by any of the banks, savings banks, credit cooperatives, financial credit institutions and reciprocal guarantee societies authorized to operate in Spain. The bank guarantee must be presented in the Register of FIIAPP F.S.P..
- c) By a bond insurance contract, executed in the form and conditions established by the implementing regulations of the LCSP, with an insurer authorized to operate in the sector. The certificate of insurance must be delivered in the Register of FIIAPP F.S.P..

In case the selected company does not present the required guarantee, the contract shall not be signed and the tender will be awarded to the next selected company.

10. PROCEDURE AND FORM OF AWARDING THE CONTRACT

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

11. PRESENTATION OF PROPOSALS

In order to participate in this tender, the proposing party must submit, at the headquarters of the FIIAPP F.S.P., located at C/ Beatriz de Bobadilla 18-4º de Madrid, and before 12:00 p.m. on **August 28, 2018** the bid that they propose, in three sealed envelopes. These envelopes must indicate, on the outside of each one, the tender procedure and reference number for which the bid is being submitted, the signature of the proposing party, the name of the company, the full name and capacity of the person signing the proposal and the information of the contact person at the company, all of which must be written legibly.

In the event that the bid is sent by mail, the tenderer must justify the mailing date at the Postal Office and must inform the FIIAPP F.S.P. that a bid has been sent by sending a fax to 34 91 533 58 63, by sending a telegram that same day or by sending an e-mail sent to juridico@fiiapp.es and arap.ghana@fiiapp.org. If both requisites are not met, the bid will not be admitted if it is received at the FIIAPP F.S.P. after the end of the period indicated in the announcement.

12. FORM AND CONTENT OF THE PROPOSALS

Companies that submit bids must include the following points:

A. Envelope No. 1. Administrative proposal.

The proposal must contain the following documentation:

1. The capacity to act will be proved by:

a) **Statement responsible** for having full capacity to act and not to be incurs in the prohibitions of hiring provided for in article 71 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, (**Appendix II**).

b) **All** legal persons wishing to submit to the tender must enclose the following documentation for the **identification of the real holder** (articles 3 and 4 of the Law on the Prevention of Money Laundering Act 10/2010 of 28 April):

Identification of the person or natural persons who ultimately possess or control, directly or indirectly, a percentage exceeding 25% of the capital or of the voting rights of a legal person, or by other means exercising direct or indirect control of the management of a legal person. Excluding the companies that listed in a regulated market of the EU or equivalent third countries (**Appendix III**).

c) Supporting documents of the representation:

The person with the power of representation must accompany a copy of his/her powers, notarial or administratively, together with his/her national identity document or, where appropriate, the document which he/she makes his/her times.

d) Spanish Proprietors, Foreign proprietors, Temporary joint venture

Spanish Proprietors

Companies with a legal personality.

The capacity to act of companies that are legal persons will be proved by the founding and amending deeds thereof, recorded in the Companies Registry when this is a requirement in accordance with applicable commercial legislation. If it were not a requirement, proof of the capacity to act will be given by the deed or document of incorporation or amendment, by the articles of association or by the founding deed, which must record the rules according to which the business activity is regulated, and which must be recorded in the corresponding official registry, if applicable. Or, by registering in the Official Register of Tenderers and Classified Companies in the Public Sector.

Foreign proprietors

EU companies:

EU companies that, in accordance with the legislation of the State in which they are established, are qualified to provide the service in question may submit a bid, in accordance with the provisions set forth in Article 67 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.

Temporary joint venture

When two or more companies submit bids to a tender as a temporary joint venture, each one of the proprietors comprised in the joint venture must prove their legal personality, their capacity to act and their representation. In a private document, they must indicate the names and circumstances of the signing proprietors, the equity holding of each one and the person or entity that, during the contractual term, holds full powers of representation (Article 69 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).

2. Solvency

- Financial: accredited by the annual turnover of business, or volume of annual business in the field to which the contract refers, referred to the best exercise within the last three exercises available according to the dates of incorporation or commencement of activities of the employer and of the submission of the tenders for an amount equal or greater than that required in the notice of tender or in the invitation to participate in the procedure and the specifications of the contract or, failing that, the established regulations. In addition, the minimum annual turnover required shall not exceed one time and a half the estimated value of the contract, except in duly substantiated cases such as those related to the special risks associated with the nature of the works, services or supplies.
- Technical: at least 2 previous works provided to an International Organisation on strategic planning, local governance or legislative advice. The works will be justified by the presentation of a certificate signed by the Legal Representative or by the said International Organisations.

By calculating the offer with abnormal or disproportionate values, the application of article 85 of the Royal Decree 1098/2001, of 12 October, approving the general regulations of the Law on Contracts of Public Administrations will be considered and also , for cases of abnormally low bids, an audience shall be given in the terms provided for in article 149 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.

B. Envelope No. 2. Technical proposal

This envelope must contain just the following document:

- Institutional Profile: please highlight in it the expertise according to the evaluation criteria (point 16).

In addition, in the envelope No. 2 of the technical proposal, a copy of the technical proposal documentation in electronic format must be included. Non-inclusion will be cause for exclusion.

Financial data will not be allowed in the technical proposal, which will be cause for exclusion.

C. Envelope No. 3. Financial proposals.

Financial bid, according to the model included as Appendix 1, thereby showing the VAT separately.

FIIAPP F.S.P. will not accept any proposal where the received envelopes arrive manipulated (not closed, open, torn...).

Common aspects of the administrative, technical and financial proposals.

The proposals (administrative, technical and financial) must be drafted in the Spanish language or corresponding co-official language.

Proposals that may contain omissions, errors or cross-outs that prevent a clear understanding of what the FIIAPP F.S.P. deems to be essential in order to consider the bid will not be accepted.

Each tenderer may not submit more than one proposal. Each tenderer also may not sign any proposal in a temporary joint venture with others if they have already submitted one individually or if they are recorded in more than one. A violation of these rules will give rise to not admitting the tender of any of the proposals signed by that tenderer.

All documents that may be submitted must be originals or certified photocopies.

If the documentation is notarial, it must comply with the requisites regarding authentication set forth in the Law and in Notarial Regulations.

For this tender process, documents stamped by the Foundation at the Registry may also be validated as true copies of originals.

13. CERTIFICATION AND QUALIFICATION OF DOCUMENTS

Once the envelopes have been received by the Secretary of the Contract Award Committee, the Contract Award Committee will meet to previously qualify the documents submitted in the proper time and manner.

If the committee observes defects or omissions in the submitted documentation that can be corrected, it will inform the interested parties verbally and in writing, thereby granting a period of no more than three business days so that tenderers can correct or amend such defects or omissions, thereby cautioning them that the tenderer will be definitively excluded if they do not proceed to correct the documentation within the granted period.

In this event, the tendering companies that are required to correct defects must send in the requested documentation by presenting it, without exception, at the Registry.

Subsequently, the Contract Award Committee will meet again to adopt the appropriate resolution about definitive admission of the tenderers in view of the received corrections.

14.CONTRACT AWARD COMMITTEE.

The composition of the Contract Award Committee will be the following:

Chairman: Jaime De Pazos Molins (Secretary General)

Members: 1. Sonsoles de Toledo Blanco (Member of Legal Department)
2. Sonsoles de Juan (Economic Manager of the Project)
3. Giovanni Quitadamo (Member of the Project)

Secretary: Mariano Guillen (Direction of Justice and Home Affairs Unit)

15.OPENING OF THE FINANCIAL PROPOSAL

The envelope with the financial proposals of the various bids will be opened by the Contract Award Committee in a public session on September 21 at 12:00 p.m. at the headquarters of the FIIAPP F.S.P..

16.EVALUATION OF THE PROPOSALS

Financial Proposal	30 points
Most competitive financial proposal (Annex 1)	30 points
Technical Proposal	70 points
(*) For this evaluation the two works provided as technical solvency will not be taken in account.	
a) Proven expertise working with consultancies funded by international institutions.	30 points

<p>➤ 3 points for each collaboration with United Nations (maximum 15 points)</p> <p>➤ 3 points for each collaboration with international organizations and international agencies of development cooperation (maximum 15 points)</p> <p>b) Proven expertise working with Ghanaian institutions. (maximum 12 points)</p> <p>➤ 3 points for each collaboration</p> <p>c) Proven expertise in Local Governance</p> <p>➤ 4 points for each collaboration</p> <p>* FIIAPP may request the works done in order to prove the collaborations.</p>	<p>12 points</p> <p>28 points</p>
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The submitted proposals will be evaluated according to the financial and technical bid.

For weighing the technical proposal scores will be given according to the evaluation of the various criteria appearing in the table.

For weighing the financial proposal, the total estimate of each company will be assessed (first part of the box).

The formula used will be the following:

- 1: Best financial bid: maximum score (30 points)
All other bids
$$\frac{\text{Application base}}{\text{best bid}} \times \text{maximum score}$$
- 2: Application of the criterion of proportionality.
$$\frac{\text{Financial assessment}}{\text{Application base}} \times \text{Maximum score}$$

17. AWARD OF THE CONTRACT

The contract is concluded by the appropriate award of the contract by the Contracting Authority, at the proposal of the Contract Award Committee. The Contracting Authority must give the reasons for its decision if it dissents from the Award Committee's proposal.

The contract will be awarded within the maximum period of 7 working days as from opening of the sealed envelopes in a public session.

The award of the contract will be notified to the tenderers in writing via the fax or e-mail provided.

18.FORMAL EXECUTION OF THE CONTRACT

The document of formal execution of the contract will be executed within the period of 14 working days as from the day following reception of notification of the award.

When, for causes attributable to the contractor, the contract could not be formally executed within the indicated period, the FIIAPP F.S.P. may resolve to terminate the same, subject to a mandatory hearing of the interested party.

The contract will be private in nature, and the civil jurisdiction is competent for hearing any disputes that may arise from the interpretation or application thereof.

19. RESPONSIBLE OF THE CONTRACT

The contracting authority designates Ms. María Inmaculada Zamora Martinez as responsible for the contract to be supervised by its execution and to take the decisions and dictate the necessary instructions in order to ensure the proper performance of the agreed benefit, within the scope of faculties that those attributed.

20.GOVERNING RULES

The contract that is signed will be private in nature and will be governed by the following:

- The clauses contained in these Specifications.
- The provisions set forth in Law 50/2002, on Foundations.
- 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 failure to know any of the terms of the contract, of the documents attached with the same, specifications or rules of any kind issued by the FIIAPP F.S.P. that may be applicable to performance of the agreement will not relieve the proprietor from the obligation of compliance therewith.

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.

21. PAYMENT SCHEME

Payment will be made after every assignment, subject to an invoice submitted by the successful bidder, once validated and approved by ARAP Coordination Unit. Payments will be made in Euros by bank transfer.

The successful tenderer is entitled to the payment of the agreed price, in accordance with the conditions laid down in the contract, corresponding to the works actually carried out and formally received by the Foundation.

22. SUBCONTRACTING

The activities, object of this contract, must be executed directly by the successful company. Exceptionally, the FIIAPP F.S.P. may authorise the subcontracting of personnel or tasks related to the purpose of the contract by a company other than the successful bidder, under the terms provided for in Articles 215 and 216 of the LCSP. Acceptance must be express. It will be an essential requisite that the subcontractor company be current in all payment obligations regarding taxes and social security.

The successful company will be liable to the FIIAPP F.S.P. for the actions of the subcontracted company in all areas, including service quality, delivery deadline, completion and obligations regarding data and information processing, as well as compliance by the subcontracted company with its social and tax obligations.

23. OWNERSHIP OF THE WORK PERFORMED

All work that may be performed in any of the sections will be the property of the FIIAPP F.S.P..

The successful bidder may not use on its own or provide to third parties any data of the contracted works or totally or partially publish the content of the same without the express, written authorisation of the FIIAPP F.S.P.. In any event, the successful bidder will be liable for the damages that may be derived from a breach of this obligation.

24. TERMINATION OF THE CONTRACT

According to article 319 of the LCSP, the effects and termination of contracts concluded by contracting authorities which do not belong to the category of Public Administration shall be governed by rules of private law; without prejudice, the causes for termination of the contract are those set forth in Articles 211 and 313 of the LCSP.

25. START OF WORK

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

APPENDIX I.

FINANCIAL PROPOSAL

Mr/Ms....., of full legal age, a resident of..... and holder of D.N.I. [National Identity Document] No....., on behalf of or representing the company,, with its registered address at and holder of NIF [Tax ID No.], in order to participate in the call for tenders:

ENGAGEMENT OF TECHNICAL ASSISTANCE IN ORDER TO PROVIDE STRATEGIC ADVICE TO ARAP PARTNERS, PARTICULARLY LAS

Called by the International and Ibero-American Foundation for Administration and Public Policies, states the following:

***The Financial Proposal will be based only on the First Assignment (Appendix IV). The product should have a maximum budget of 80.000 € (eighty thousand euros)**

PRODUCT	DESCRIPTION	PRICE OF THE PRODUCT*
Development of a National Policy Framework for the Legal Aid Commission, Ghana.	The main objective of this assignment is to work with the Legal Aid Scheme and its stakeholders to develop the policy rationale for the Legal Aid Commission Bill. The Bill is intended to completely reform Ghana's current legal aid regime and take account of the several developments that have taken place, and current trends in access to justice and the international legal aid delivery practice.	

In.....,
on.....[day].....[month] [year]. Place,
date and signature of the tenderer)

Signed:

APPENDIX II.

STATEMENT OF COMPLIANCE

Mr/Ms, holder of D.N.I., acting in representation of, holder of C.I.F. and with its registered address at, in their capacity as and interested in the contract award procedure called by the International and Ibero-American Foundation for Administration and Public Policies,

Hereby makes this **STATEMENT OF COMPLIANCE**, for the purpose of the provisions set forth in Article 140.1 c) 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.

- My client is not subject to any cause of prohibition to enter into contracts with the public sector in accordance with the provisions set forth in Article 71.1 of the LCSP.
- I am current in compliance with all tax and social security obligations imposed by provisions in force, without prejudice to undertaking to provide proof of such requisite before formally executing the contract, in accordance with the General Specifications according to which contracting is governed, if my client is awarded.

In....., on.....[day].....[month] [year].

(Place, date and signature of the tenderer)

Signed:

APPENDIX III (Envelope Nº 1)

Statement of compliance for legal persons

Mr/s, holder of N.I.F....., acting as CEO and sole director of, holder of N.I.F, and with address for notifications at, No. ..., (Postcode), (Town/City), for the purpose of compliance with the provisions of prevailing regulations on the prevention of money laundering and terrorism financing,

HEREBY CERTIFIES

1. That the data set out in the documentation provided to comply with the formal identification obligation established in Article 4 of the Regulation of Act 10/2010 are true and accurate, and all this information remains valid:

☐ YES

☐ NO

2. That the ownership or control structure of the company represented is as follows:

☐ No partner / shareholder has a holding greater than 25%.

☐ That the partners / shareholders with holdings greater than 25% are:

FULL NAME OF THE PARTNER OR SHAREHOLDER	PP / LP	IDENTIFICATION	NATIONALITY	HOLDING (%)

PP: physical person / LP: legal person

3. That the physical persons who ultimately own or control, directly or indirectly, a percentage greater than 25% of the share capital or voting rights of the legal person that I represent, or which through statutory provisions or agreements or other means exercise control, directly or indirectly, of the legal person, are:

☐ That no physical person/s ultimately own(s) or control(s), directly or indirectly, a percentage greater than 25% of the share capital or voting rights of the company that I represent, or through other means exercise(s) control, directly or indirectly, of the management of this company.¹

☐

The following:

FULL NAME OF THE BENEFICIAL OWNER	IDENTIFICATION	NATIONALITY	CONTROL (%)

4. That the directors, members of the Board of Trustees (for foundations) or members of the Board of Directors (for associations) are:

NAME OF DIRECTOR	PP / LP	IDENTIFICATION	NATIONALITY

In the event that any of the aforementioned directors, trustees or members of the board of directors are legal persons, state the name of the physical person appointed by the legal person director:

COMPANY	NAME OF DIRECTOR	IDENTIFICATION	NATIONALITY

In witness whereof, this document has been issued for all required purposes.

In (...), on (...) [day] (...) [month] (...) [year]

APPENDIX IV.

FIRST ASSIGNMENT TO THE CONSULTANCY FOR DEVELOPING A NATIONAL POLICY FRAMEWORK FOR THE LEGAL AID COMMISSION

1. OBJECTIVES OF THE ASSIGNMENT

The main objective of this assignment is to work with the Legal Aid Scheme and its stakeholders to develop the policy rationale for the Legal Aid Commission Bill. The Bill is intended to completely reform Ghana's current legal aid regime and take account of the several developments that have taken place, and current trends in access to justice and the international legal aid delivery practice. It is also intended to establish a Legal Aid Commission, in place of the Legal Aid Scheme, with a higher degree of autonomy.

2. SCOPE OF WORK

To achieve the above objectives, the Consultant/Consulting Firm will undertake the following key tasks, among others:

- a) The first task will be an **inception meeting** to discuss and inform LAS generally about the assignment and receive inputs as to the proposed work plan and the entire strategy and methodology of the assignment. Subsequently, an inception report will be submitted to LAS detailing the agreed methodology and outlining the responsibilities. This approach will seek mainly to ensure buy in and ownership of the policy by the Legal Aid Commission when formed.
- b) As part of the approach, an extensive and well-informed **desk review** will be undertaken to assess the main issues or challenges at hand. This will be done by an in-depth collection, review and harmonization of all documents and publications. This process will take into consideration a wide range of available documents, reports and publications.
- c) Next, will be to hold one major **stakeholder consultation** to gain further knowledge and insight on relevant issues identified in the desk review.
- d) From the inputs, comments, and other information gathered from the consultations and the desk review process, there will be a **draft with a well-designed national policy framework**, outlining the key focus of attention, the goals, the outcomes, the benchmarks and the various mechanisms the LAS in Ghana must undertake as part of the policy.
- e) To achieve the overarching purpose and give true meaning to the outcome of the process and ensure that the outcome of the process reflects the support and expressions of the stakeholders, a **second round of consultations with stakeholders** will be undertaken to validate the draft policy.

- f) The concluding process of the approach is to get the **final draft of the national policy framework** with the inputs collected from the validation meetings. This final draft will be submitted and disseminated to LAS and ARAP.
- g) The final task will be an **assignment completion report** which is mainly centered on the analysis and incorporates the activities for the entire assignment process.

3. EXPECTED OUTPUTS AND DELIVERABLES OF THE ASSIGNMENT

The expected outputs and deliverables of the assignment shall be:

- **An inception report** summarizing the exact focus of the assignment and detailing the methodology and work plan for the assignment.
- **A desk review report** outlining the main issues or challenges.
- **Workshop reports.** One each for every planning and validation workshop.
- **First draft of the national policy framework**, with a validation plan.
- **Final draft of the national policy framework**, with a dissemination plan.
- **Assignment completion report**, which captures the various activities undertaken, the achievements and failures, with an analysis of why things turned out the way they did, as well as recommendations for the way forward.

4. DURATION OF THE ASSIGNMENT

The expected duration of the assignment is an estimated period of 4 months, with around 50 working days dedication, starting from the date of entering the contract.

5. BUDGET AND PAYMENT PLAN OF THE ASSIGNMENT

The maximum cost of the assignment will be 80.000€.

The payment plan will be:

- 25% after the desk review report.
- 35% after the first draft.
- 40% after the assignment completion report.

*If duly justified, a down payment of the 10% might be considered.

6. ASSIGNMENT MANGEMENT AND INSTITUTIONAL ARRANGEMENT

- a) The Consultant/consulting firm will report to ARAP/FIIAPP and directly to LAS Commissioner.
- b) The Consultant has overall responsibility for the management of the processes leading to the production of the deliverables of this Consultancy, including establishing those relationships and arranging meetings with those persons and entities from whom information will be procured.
- c) Where necessary, LAS Coordinator will introduce the Consultant/consulting firm to key stakeholders.
- d) LAS will provide the Consultant/consulting firm with copies of all documents essential and relevant to the performance of this task.
- e) The Consultant/consulting firm will liaise with the Programme's Coordinator for the necessary assistance within the LAS.