**ENHANCING THE ACCOUNTABILITY, INTEGRITY, AND EFFECTIVENESS OF UKRAINE’S JUDICIARY**

**STATEMENT OF REQUIREMENTS**

**Introduction**

The UK, through its aid portfolio, is helping Ukraine implement its economic, governance, and defence reform efforts; build resilience; and address the humanitarian consequences of Russian aggression in Crimea and eastern Ukraine.

The main vehicle for the UK’s support to anti-corruption and governance and economic reform is the Good Governance Fund (GGF). The GGF is a responsive, adaptive, demand-led fund. Specific areas the fund supports include: anti-corruption measures, improving the business environment, judicial reform, key sector reforms (e.g. banking and energy), strengthening the rule of law and supporting an independent media. These interventions support states to become more resilient to external and internal shocks, both political and economic, and support poverty reduction, growth and stability.

**Objective**

In support of the British Embassy Kyiv, the primary objective of this project is to: enhance the accountability, integrity, and effectiveness of the judiciary through analysis, advocacy, and oversight. An effective and accountable judiciary is a key enabler and prerequisite to the rule of law, which in turn is an essential enabler of economic growth, political development and reform, and stability.

**Strategic Alignment**

This work would contribute to the British Embassy’s strategic objective of “increasing judicial integrity and impartiality,” thereby helping strengthen the rule of law in Ukraine. Key Embassy sub-objectives that this project should contribute to include:

* Helping build consensus on judicial reform priorities;
* Developing and putting in place recommendations to effectively address integrity concerns in the judiciary;
* Increasing the role of the Public Integrity Council (PIC) in vetting judicial applications, as well as enhancing its capacity and sustainability.

Proposals may also build on projects by other organisations, complementing their efforts. All bids should make clear how they complement existing activities supported by other donors and international partners and /or how their proposal could complement work in the regions or vice-versa.

**Recipient**

The main beneficiaries of this work will be the citizens of Ukraine who, in the long-term, will benefit from increased judicial integrity and impartiality and a more accountable and effective judiciary.

**Scope**

The British Embassy is looking for a supplier based in Ukraine with strong working knowledge of judicial reform. The supplier will be responsible for developing and delivering a work plan that meets the overall objective enhance the accountability, integrity, and effectiveness of the judiciary. The project should look to go beyond just identifying and reporting on shortcomings in the judiciary and should proactively work to address them.

This scope of work has deliberately been left broad so that suppliers can come up with innovative solutions. These might work in or across multiple sectors, so long as they deliver the overall objective. Suppliers are also free to make a bid in a consortium or with sub-contractors should they feel that it would give them the right skills needed to fulfil the objective, but there is no obligation to do so.

**Outputs and Deliverables**

Suppliers should propose project outputs in the proposal. There is scope for flexibility in the nature of the outputs, so long as they contribute to the objective defined above. Suppliers are expected to define their own suggested methodology and work plan to deliver the proposed outputs in the proposal and have SMART outcome indicators to measure success of interventions. This should be based on the overall objective defined above along with their experience and knowledge of the context in Ukraine.

Suggested areas that the project might focus on include one (or a combination of) the below:

* Research, analysis, advocacy, and coalition building that helps build consensus on judicial reform and advance well-designed, sequenced, and implemented legislation.
* Developing and/or implementing means of oversight, with a particular focus on ensuring that the behaviour of judges and the judiciary is more accountable and conforms to society’s expectations.
* Increasing the role of the Public Integrity Council (PIC) in vetting judicial applications, as well as enhancing its capacity and sustainability.
* Research, analysis, advocacy, and coalition building for innovative or longer term measures to help enhance the accountability, integrity, and effectiveness of the judiciary – for instance use of behavioural insights, developing or applying technology and open data to enhance oversight and accountability of the judiciary, building coalitions with the private sector or a wider range of civil society organisations to promote reform, development of innovative communications and public engagement methods to build support for reform, or reform of legal education or judicial training.

These are simply suggestions and the British Embassy encourages innovative proposals that will enhance the accountability, integrity, and effectiveness of the judiciary.

Tender requirements, along with administrative and management deliverables, such as financial and monitoring reports, are detailed in sections below.

**Tender Requirements and Evaluation Criteria**

Bids should include 2 attachments:

* A completed project proposal form (annex 1); and
* A completed budget (annex 3).

Bids will be evaluated against the following criteria (with the percentages representing the weighting allocated to each criterion):

* Vision for the project and the degree to which it fulfils the overall project objective (30%)
* Draft methodology, work plan, results framework, and risk mitigation approach (30%)
* Value for money of the budget (20%)
* Background on the supplier, proof of past experience in relevant fields, and strength of the core team who will lead implementation of the project (20%)

**Due Diligence**

A Due Diligence Assessment (DDA) – carried out by the Embassy – is required for the selected implementer(s). It will be proportionate to the value, complexity and risks of the project and/or implementing partner. The DDA assesses five areas: governance and internal controls, ability to deliver, financial stability, downstream delivery (if applicable) and ethics. It will consist of two stages: gathering information and a face-to-face or online interview with Embassy staff.

Identifying risks within a partner organisation does not necessarily mean we would not work with them. The DDA is part of the risk management approach to programmes and projects, and should provide a clear understanding of a partner’s strengths and weaknesses across the five areas.

**Reporting and M&E**

Prior to the contract beginning, the implementing partner and the British Embassy will agree a work plan and results framework (based on the drafts submitted in the tender). Thereafter, the implementing partner will meet with the project lead and Project Manager at the British Embassy or online to update them on project progress against the work plan and results framework at least monthly. They will also liaise with a Project Manager at the British Embassy regarding financial and project management issues.

The implementing partner will also provide a quarterly monitoring report. Each Quarterly Monitoring Report will: describe the Project activities completed and the results achieved; contain an assessment of progress made against the work plan and results framework.

When the Project has been completed the Grantee will prepare and send a final report (a “Project Completion Report”) to the Embassy within 3 weeks. The Project Completion Report will contain a detailed breakdown of all expenditure for the Funding Period. The Embassy will only make a final payment when the Project Completion Report has been submitted in the format requested and with all of the information that is required.

**Financial Management and Payments**

Payment of the grant will be made monthly or quarterly in arrears against actual costs incurred and that are listed in the agreed activity based budget.

The implementing partner will providea monthly financial report not later than the 5th of each month covering expenditures of the previous month*.* Each Financial Report will state: how much of the Grant was spent; the purpose of the expenditure of the Grant; and whether any funding was used for consultant’s fees or travel expenses. The implementing partner must provide evidence of expenditure as well as of any purchases.

In order to ensure its accountability to Parliament or any other body authorised to scrutinise its use and management of public funds or in order to assess risks of fraud or guard against potentially fraudulent use of grant funding (including the Grant covered by this Grant Agreement), the Embassy reserves the right to:

1. make grant funding subject to such arrangements (including terms of reference, steering committees and virtual boards) as it considers reasonable, appropriate and proportionate to manage the relationship with the Grantee. This right may be exercised by reference to the budget, scope or complexity of a Project; and/or
2. commission an external audit of the Financial Reports provided by the Grantee at any point in the Funding Period. Where the Authority exercises this right, it will bear the cost of such audit; and/or
3. request additional information and documentation from the Grantee to further explain specific payment details made by the Grantee to any of the Grantee’s delivery partners, suppliers, staff, consultants and/or contractors.

**Assets**

Any assets acquired as part of the project must be logged on an asset register and agreed with the Embassy.

**Performance Management**

Performance will be managed through the regular meetings with the project lead.

The British Embassy will reserve the right to: carry out Evaluation Visits, after giving reasonable notice; and / or appoint an external evaluator. The method and timing of the Evaluation Visit, and the Evaluation of the Project, will be at the Embassy’s discretion. The Grantee will make Staff available to meet with, answer questions and provide management information to the Embassy or the evaluator appointed by the Embassy. The Embassy and the Grantee will undertake a joint review of the Project if the Embassy considers it necessary to refocus the Project outputs.

The Embassy reserves the right to withhold all or any payments of the Grant if it has reasonably requested information and/or documentation from the Grantee and this has not been provided to the Authority within the timescales required.

**Risk Management**

The Tender shall include an assessment of the key risks, detail their approach to risk management and how they propose to manage and mitigate risks for the duration of the contract. This will be revisited and reflected on and updated regularly throughout project implementation. The Supplier shall be proactive in identifying risks or threats to programme delivery.

Suppliers should consider how they will adapt and respond to changes in context and any potential alterations to the project.

The Supplier will be required to identify financial and programme risks in order to undertake necessary mitigation actions. Any risk mitigations should be agreed in consultation with the Embassy.

**Budget**

British Embassy Kyiv has allocated up to £200,000 for this project, which can be awarded to one or multiple grants, although the intention is to find a single supplier. Proposals should make clear the total proposed cost up to this ceiling in the budget. Successful proposals will need to demonstrate that good value for money will be achieved for the requested funding. The Embassy will work with the selected implementer to develop Value for Money metrics for the project.

**Timeframe**

The term of the grant agreement is expected to be up to eight (8) months. The contract is anticipated to commence by August 2021 and must end no later than March 31 2022. There may be a possibility of an extension depending on funding arrangements for the next financial year.

**Gender**

The UK sees gender equality and women’s rights as central to promoting peace and prosperity overseas. Following the Gender Equality Marker (GEM) system of the OECD DAC, bids should be at least GEM 1 (i.e. “gender equality is an important and deliberate objective”). This project will therefore take into account any gender-related differences; consider its contribution to reducing inequality between persons of different gender; and ensure that the project does no harm to any particular gender group. If the project undertakes surveys, interviews or beneficiary analysis, or holds trainings or other engagement events, the reporting data must be gender disaggregated.

**Duty of Care**

The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. The British Embassy will share available information with the Supplier on security status and developments in-country where appropriate.

The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this 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.

The Supplier is responsible for ensuring that appropriate arrangements, processes and procedures are in place for their Personnel, taking into account the environment they will be working in and the level of risk involved in delivery of the Contract (such as working in dangerous, fragile and hostile environments etc). The Supplier must ensure their Personnel receive the required level of training and safety in the field training prior to deployment. Tenderers must develop their Tender response on the basis of being fully responsible for Duty of Care in line with the details provided above.

**Annexes**

This Statement of Requirements includes 3 annexes:

* Annex 1: Project Proposal Template
* Annex 2: Guidance Note on Project Results Framework and Theory of Change
* Annex 3: Budget Template