

Government of Jamaica

Ministry of Science, Energy & Technology

Consulting Services
For
Drilling Consultant

August 2020

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for

Procurement of Consulting Services For Drilling Consultant

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Section I. Instructions to Consultants/Firms

A. General Provisions

1. Definitions

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant/Firm.

(b) "Applicable Policies" means the policies of the Government of Jamaica governing the selection and contract award process as set forth in this RFP.

(c) "Applicable Law" means the laws and any other instruments having the force of law in Jamaica.

(d) "procuring entity" means (a) a Ministry, department, Executive Agency or other agency of Government; (b) a public body; (c) a local authority; (d) any other body that is the recipient of public funds and duly authorized to apply those funds to public procurement and includes an entity acting on behalf of any of the entities in connection with any procurement proceedings.

(e) "Consultant/Firm" means a legally-established professional consulting firm or an entity that may provide or provides the consulting services to the procuring entity under the contract.

(f) "consulting services" means consulting services provided by a person or firm as a consultant/firm that are of an intellectual, research, technical or advisory nature and the services to be performed by the Consultant/Firm pursuant to the contract.

(g) "contract" means a legally binding written agreement signed between the procuring entity and the Consultant/Firm and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (**SCC**), and the Appendices).

(h) "Data Sheet" means an integral part of the Section 1. Instructions to Consultants (ITC/F) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC/F.

(i) "Day" means a calendar day.

(j) "Electronic communications" means the transfer of information using electronic or similar media and the recording of information using electronic media.

(k) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant/Firm, Sub-consultant or JV member(s).

(l) "Government" means the government of Jamaica and may be referred to in this document as "Government of Jamaica" or "GOJ".

(m) "in writing" means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.

(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract.

(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the consulting services under the contract and whose CV is taken into account in the technical evaluation of the Consultant/Firm's Proposal.

(p) "ITC/F" (this Section 1. Instructions to Consultants of the RFP) means the Instructions to Consultants/Firms that provide the shortlisted Consultants/Firms with all information needed to prepare their Proposals.

(q) "LOI" (this Section 1. Letter of Invitation of the RFP) means the Letter of Invitation being sent by the procuring entity to the shortlisted Consultants/Firms.

(r) "Non-Key Expert(s)" means an individual professional provided by the Consultant/Firm or its Sub-consultant and who is assigned to perform the consulting services or any part thereof under the contract and whose CVs are not evaluated individually.

(s) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant/Firm.

(t) "RFP" means the Request for Proposals to be prepared by the procuring entity for the selection of Consultants/Firms.

(u) "services" means any object of procurement other than goods and works, and includes consulting services.

(v) "Sub-consultant" means an entity to whom the Consultant/Firm intends to subcontract any part of the consulting services while remaining responsible to the procuring entity during the performance of the contract.

(w) "TORs" Terms of Reference (TORs) (Section 5 of the RFP) explains the objectives, scope, activities and tasks to be performed, respective responsibilities of the procuring entity and the Consultant/Firm, and expected results and deliverables of the assignment.

(x) if the context so requires, "singular" means "plural" and vice versa.

2. Introduction

2.1 The procuring entity specified in the Data Sheet issues these standard bidding documents (SBD) for the procurement of consulting services as specified in Section 5, Terms of Reference. The name and identification number of this international competitive bidding (RFP) procurement are specified in the Data Sheet. The name, identification, and number of lots are provided in the Data Sheet.

2.2 The procuring entity has received public funds toward the cost of the project named in the **Data Sheet** for the execution of this procurement and intends to select a Consultant from those listed in the Letter of Invitation.

2.3 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the contract with the selected Consultant/Firm.

2.4 The Consultants/Firms should familiarize themselves with the local conditions and take them into account in preparing their Proposals, which may include attending a pre-

Proposal conference if one is specified in the Data Sheet. Attending any such pre-Proposal conference is optional and is at the Consultant/Firms' expense.

2.5 The procuring entity will provide timely, at no cost to the Consultant/Firms, the inputs, relevant project data, and reports required for the preparation of the Consultant/Firm's Proposal as specified in the **Data Sheet.**

2.6 Bidding will be conducted either in hard copy or using the Government of Jamaica Electronic Procurement (GOJEP) System as **specified in the Data Sheet**.

3. Conflict of Interest

3.1 The Consultant/Firm is required to provide professional, objective, and impartial advice, at all times holding the procuring entity's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant/Firm has an obligation to disclose to the procuring entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the procuring entity. Failure to disclose such situations may lead to the disqualification of the Consultant/Firm or the termination of its contract and/or sanctions by the Government of Jamaica.

(a) Without limitation on the generality of the foregoing, the Consultant/Firm shall not be hired under the circumstances set forth below. Consultants/Firms may be considered to have a conflict of interest with one or more Parties in this bidding process, if they:

(i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of consulting services under these bidding documents; or

(ii) submit more than one Proposal in this bidding process, however, this does not limit the participation of subcontractors in more than one Proposal;

(b) Conflicting activities

(a) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the procuring entity to provide goods, works, or non-consulting services for a project, or any of its affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

(c) Conflicting assignments

<u>(i) Conflict among consulting assignments:</u> a Consultant/Firm (including its Experts and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant/Firm for the same or for another procuring entity.

(d) Conflicting relationships

(i) Relationship with the procuring entity' staff: a Consultant/Firm (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the procuring entity who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the contract, or (iii) the supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the procuring entity throughout the selection process and the execution of the contract.

(ii) Any other types of conflicting relationships as indicated in the **Data Sheet**.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants/Firms or their affiliates competing for a specific assignment do not derive a competitive advantage. This may have been derived from having provided consulting services related to the assignment in question. To that end, the procuring entity shall indicate in the **Data Sheet,** and make available to all shortlisted Consultants/Firms, together with this RFP, all information that would in that respect give such Consultant/Firm any unfair competitive advantage over competing Consultants.

5. Fraud, Corruption and Other Prohibited Practices

5.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

5.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.

5.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall ---

(a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

(b) have their bid rejected if it is determined that the bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;

(c) risk other sanctions provided for in the Act or the regulations.

6 Eligibility

6.1 A Consultant/Firm may be a firm that is a private entity or the combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the contract, during contract execution. Unless specified **in the Data Sheet**, there is no limit on the number of members in a JV.

6.2 A Consultant/Firm shall be deemed to have the nationality of a country if the Consultant/Firm is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-consultants or suppliers for any part of the Contract including related consulting services.

6.3 A Consultant/Firm shall not have a conflict of interest as specified at ITC/F Clause 3.

6.4 An eligible Consultant/Firm (regardless of its country of registration) shall not

a) have been convicted of an offence involving dishonesty, within five years immediately preceding the commencement of the procurement proceedings;

b) be an undischarged bankrupt;

c) be insolvent or is the subject of winding-up proceedings;

d) in the case of the supplier that is a body corporate, any of its directors, general managers, secretary or any other similar officer, has been convicted of an offence involving dishonesty, or have been the subject of legal or disciplinary proceedings for any breach of duty or professional misconduct, within five years immediately preceding the commencement of the procurement proceedings;

e) have a record of participation in public procurement or the supplier's business practices which gives the procuring entity reasonable cause to believe that the supplier carried out any act involving impropriety in the handling of moneys;

f) have its affairs being managed or administered by a court;

g) in the opinion of the procuring entity, be a person –

(i) who is not of sound probity; or

(ii) who is unable to exercise competence, diligence and sound judgment in fulfilling the supplier's responsibilities in relation to a public procurement.

6.5 A Consultant/Firm may not be a Government owned entity. However, as an exception when the consulting services of government-owned universities or research centers in Jamaica are of a unique and exceptional nature and their participation is critical to project implementation, the procuring entity may agree on the contracting of those institutions on a case-by-case basis. Any such agreement must be in writing and not breach ITC/F Clause 4. On the same basis, university professors or scientists from research institutes may be contracted individually.

6.6 The Consultant/Firm may not propose agency or current employees of the procuring entity. Recruiting former government employees of the procuring entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant/Firm nominates any government employee as Experts in their technical Proposal, such Experts must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the procuring entity by the Consultant/Firm as part of their technical Proposal.

6.7 Consultants/Firm shall not submit more than one Proposal in this bidding process.

6.8 A Consultant/Firm that is ineligible in accordance with ITC/F Clause 5, at the date of contract award, shall be disqualified.

6.9 In accordance with the regulations, the Consultant/Firm and any named Sub-consultants shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica prior to the award of contract. Proof of tax compliance is a copy of the Tax Compliance letter (TCL).

6.10 This invitation is only open to Consultants/Firm who have been shortlisted by the procuring entity.

6.11 An eligible Consultant/Firm has the right to a reconsideration or review of an action or decision of the procuring entity in accordance with the reconsideration and review procedures described in the Public Procurement Manual.

B. Preparation of Proposals

7 General Considerations

7.1 The Consultant/Firm is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all mandatory information or documentation required by the bidding documents shall result in the rejection of the Proposal.

8 Cost of Preparation of Proposal

8.1 The Consultant/Firm shall bear all costs associated with the preparation and submission of its Proposal, and the procuring entity shall not be responsible or liable for those costs.

8.2 The procuring entity shall incur no liability by virtue of it exercising its power to cancel a procurement in accordance with Sections 41 and 44 of the Act.

8.3 Notwithstanding ITC/F Sub-Clauses 8.1 and 8.2, should the Procurement Review Board, following an application for reconsideration decide that the actions of the procuring entity were not in compliance with the provisions of the Act or the regulations, the Procurement Review Board may require the payment of compensation for any reasonable costs incurred by the Consultant/Firm. Any payment shall be limited to the costs of the preparation of the Proposal or the costs relating to the application, or both.

9 Language

9.1 The Proposal, as well as all correspondences and documents relating to the Proposal exchanged by the Consultant/Firm and the procuring entity, shall be written in the English language specified. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

10 Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet.**

10.2 In addition to the requirements under ITC 10.1, Proposals submitted by a JV shall include a copy of the JV Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a JV Agreement in the event of a successful Proposal shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.

11 Only one Proposal

11.1 The Consultant/Firm (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant/Firm, including any JV member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.

11.2 This does not, however, preclude a Sub-consultant, or the Consultant/Firm's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet.**

12 Proposal Validity

12.1 Proposals shall remain valid for the period **specified in the Data Sheet** after the Proposal submission deadline date prescribed by the procuring entity. A Proposal valid for a shorter period shall be rejected by the procuring entity as non-responsive. During this period, the Consultant/Firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.2 If it is established that any Key Expert nominated in the Consultant/Firm's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC/F.

a. Extension of Validity Period

12.3 The procuring entity will make its best effort to complete the negotiations within the Proposal's validity period. However, should the need arise, the procuring entity may request, in writing, all Consultants/Firm who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.4 If the Consultant/Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.5 The Consultant/Firm has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts

12.6 If any of the Key Experts become unavailable for the extended validity period, the Consultant/Firm shall provide a written adequate justification and evidence satisfactory to the procuring entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.7 If the Consultant/Firm fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the procuring entity, such Proposal will be rejected.

c. Sub-Contracting

12.8 The Consultant/Firm shall not subcontract the whole of the consulting services.

13 Clarification and Amendment of RFP

13.1 A prospective Consultant/Firm requiring any clarification of the bidding documents shall contact the procuring entity in writing at the procuring entity's address **specified**

in the Data Sheet. The procuring entity will respond in writing to any request for clarification, provided that such request is received prior to the period stated in the **Data Sheet**. In the case of electronic bidding clarifications should be submitted through the GOJEP System. The procuring entity shall forward copies of its response to all those who have acquired the bidding documents directly from it, including a description of the inquiry but without identifying its source.

13.2 Should the procuring entity deem it necessary to amend the bidding documents as a result of a clarification or the pre-Proposal meeting, it shall do so following the procedure under ITC/F Sub-Clauses 13.3 to 13.5.

13.3 At any time prior to the deadline for submission of consulting services, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant/Firm, amend the bidding documents. Later amendments on the same subject modify or replace earlier ones.

13.4 Amendments will be provided in the form of Addenda to the bidding documents, which will be sent in writing to all prospective Consultant/Firms that received the bidding documents from the procuring entity. Addenda will be binding on Consultant/Firms. Consultants/Firms are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Consultant/Firm in its Proposal. In the case of electronic bidding any amendments to the bidding documents will be issued through the GOJEP System.

13.5 In order to afford prospective Consultant/Firms reasonable time in which to take the amendment into account in preparing their consulting services, the procuring entity may, at its discretion, extend the deadline for the submission of consulting services, in which case, the procuring entity will notify all Consultants/Firms in writing of the extended deadline for the submission of consulting services, pursuant to ITC/F Clause 17.

13.6 If the clarification results in the RFP being materially inaccurate the procuring entity shall withdraw and reissue the RFP. Consultants/Firm who obtained these original documents will be permitted to participate without penalty.

14 Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant/Firm must give particular attention to the following:

14.1.1. If a shortlisted Consultant/Firm considers that it may enhance its expertise for the assignment by associating with other Consultant/Firms in the form of a JV or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant/Firm(s), or (b) shortlisted Consultant/Firms if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the procuring entity prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant/Firm shall be a lead member. If shortlisted Consultant/Firms associate with each other, any of them can be a lead member

14.1.2. The procuring entity may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the procuring entity's estimated total cost of the assignment, but not both. This estimate is indicative

and the Proposal shall be based on the Consultant/Firm's own estimates for the same.

14.1.3. If stated in the **Data Sheet**, the Consultant/Firm shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4. For assignments with a fixed budget, the estimated Key Experts' time input is not disclosed. Total available budget, exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15 Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Depending on the nature of the assignment, the Consultant/Firm is required to submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16 Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet.**

b. Taxes

16.3 The Consultant/Firm and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the contract unless stated otherwise in the **Data Sheet**.

c. Currency of Proposal and Payment

16.4 The currency(ies) of the Proposal and the currency(ies) of payments shall be the same. The Consultant/Firm shall quote in Jamaican Dollars the portion of the Proposal price that corresponds to expenditures incurred in Jamaica, unless otherwise specified in the Data Sheet.

16.5 The Consultant/Firm may express the Proposal price for expenditure outside of Jamaica in any currency. If the Consultant/Firm wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three freely convertible international currencies in addition to Jamaican Dollars.

C. Submission, Opening and Evaluation

17 Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall prepare one original of the documents comprising the Proposal as described in ITC/F Clause 10 and clearly mark it "ORIGINAL". In the case of electronic bidding the Proposal uploaded on the GOJEP system shall be the "ORIGINAL". For hard copy Proposals, the Consultant/Firm shall submit copies of

the Proposal, in the number specified in the Data Sheet and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

17.2 The original and all copies of the Proposal shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the Consultant/Firm. All pages must also be initialled by the authorized person. This authorization shall consist of a power of attorney and shall be attached to the Proposal.

17.3 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 Proposals shall be submitted by hand in hard copy or electronically as specified in the Data Sheet.

(a) Consultant/Firms submitting consulting services by mail or by hand shall enclose the original and each copy of the Proposal, including alternative consulting services, if permitted, in accordance with ITC/F Clause 14, in separate sealed envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY."** These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITC/F Sub-Clauses 17.6 to 17.9.

(b) Consultants/Firms submitting consulting services electronically shall follow the GOJEP procedures as described in the Quick Guide for Suppliers.

17.6 For hard copy consulting services the original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant/Firm, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."

17.7 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant/Firm, and with a warning "Do Not Open With The Technical Proposal."

17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, reference number, the name of the assignment, Consultant/Firm's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.9 If all envelopes are not sealed and marked as required, the procuring entity will assume no responsibility for the misplacement or premature opening of the Proposal.

18 Confidentiality

18.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of contract award, shall not be disclosed to Consultant/Firms or any other persons not officially concerned with such process until publication of the Contract Award.

18.2 Any effort by a Consultant/Firm or any person to influence the procuring entity in the examination, evaluation, comparison, and post-qualification of the consulting services or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its Proposal.

18.3 Notwithstanding ITC/F Sub-Clause 18.2, from the time of Proposal opening to the time of Contract Award, if any Consultant/Firm wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing.

19 Opening of Technical Proposals

19.1 For hard copy consulting services the procuring entity shall conduct the Proposal opening in public at the address, date and time **specified in the Data Sheet** and in accordance with ITC/F Sub-Clauses 19.2 to 19.6. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC/F.

19.2 For electronic bidding the GOJEP System shall prepare a Proposal opening report that shall include, as a minimum: (i) the name and the country of the Consultant/Firm or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet. A copy of the report will be distributed to all Consultants/Firms who submitted a Proposal.

19.3 Envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant/Firm. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Consultant/Firm, the corresponding Proposal will be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.

19.4 Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further.

19.5 All other envelopes shall be opened one at a time, reading out: (i) the name and the country of the Consultant/Firm or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

19.6 The procuring entity shall prepare a record of the Proposal opening.

19.7 The Consultant/Firm's representatives who are present shall be requested to sign the attendance sheet.

19.8 A copy of the record shall be distributed to all Consultant/Firms who submitted consulting services in time and posted online when electronic bidding is permitted.

20 Late bids

20.1 The procuring entity shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITC/F Clause 19. All late Proposals shall be declared late and rejected. The Consultants/Firms will be notified and must collect their Proposal within 30 days. If the Proposal is not collected within this period it shall be destroyed.

In the case of electronic bidding, consultants/firms quotation will be automatically rejected.

20.2 Subject to provision of Clause 15.1 of the ITC/F, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.3 The Consultant/Firm is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Clause 12.6 of this ITC/F. While evaluating the Proposals, the procuring entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21 Evaluation of Technical Proposals

21.1 The procuring entity shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet.**

22 Public Opening of Financial Proposals

22.1 After the technical evaluation is completed, the procuring entity shall notify those Consultants/Firms whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant/Firm's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and contract signing. The procuring entity shall simultaneously notify in writing those Consultant/Firms that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants/Firms sufficient time to make arrangements for attending the opening. The Consultant/Firm's attendance at the opening of the Financial Proposals is optional and is at the Consultant/Firm's choice.

22.2 The Financial Proposals shall be opened by the procuring entity in the presence of the representatives of those Consultant/Firms whose Proposals have passed the minimum technical score. At the opening, the names of the Consultant/Firms, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants/Firm who submitted Proposals.

23 Correction of Errors

23.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

23.1.1 If a Time-Based contract form is included in the RFP, the procuring entity will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the procuring entity shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump Sum Contracts

23.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant/Firm is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

24 Taxes

24.1 The procuring entity's evaluation of the Consultant/Firm's Financial Proposal shall exclude taxes and duties in Jamaica in accordance with the instructions in the **Data Sheet**.

25 Conversion to a Single Currency

25.1 For evaluation and comparison purposes, the procuring entity shall convert all Proposal prices expressed in amounts in various currencies into an amount in a single freely convertible currency **specified in the Data Sheet,** using the selling exchange rates established by the source and on the date **specified in the Data Sheet.**

26 Combined Quality and cost Evaluation

26.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant/Firm achieving the highest combined technical and financial score will be invited for negotiations.

D. Negotiations and Award

27 Negotiations

27.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant/Firm's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant/Firm.

27.2 The procuring entity shall prepare minutes of negotiations that are signed by the procuring entity and the Consultant/Firm's authorized representative.

a. Availability of Key Experts

27.3 The invited Consultant/Firm shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12b of the ITC/F. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant/Firm's Proposal and the procuring entity proceeding to negotiate the contract with the next-ranked Consultant/Firm.

27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant/Firm, including but not limited to death or medical incapacity. In such case, the Consultant/Firm shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the procuring entity's inputs, the special conditions of the contract, and finalizing the "Description of Consulting Services" part of the contract. These discussions shall not substantially alter the original scope of consulting services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

29 The negotiations include the clarification of the Consultant/Firm's tax liability in Jamaica and how it should be reflected in the contract.

30 If the technique included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

31 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the procuring entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the procuring entity

32 Conclusion of Negotiations

32.1 The negotiations are concluded with a review of the finalized draft contract, which then shall be initialed by the procuring entity and the Consultant/Firm's authorized representative.

32.2 If the negotiations fail, the procuring entity shall inform the Consultant/Firm in writing of all pending issues and disagreements and provide a final opportunity to the Consultant/Firm to respond. If disagreement persists, the procuring entity shall terminate the negotiations informing the Consultant/Firm of the reasons for doing so. The procuring entity will invite the next-ranked Consultant/Firm to negotiate a contract. Once the procuring entity commences negotiations with the next-ranked Consultant/Firm, earlier negotiations cannot be reopened.

33 Award of Contract

33.1 On conclusion of the negotiations and prior to the expiration of the period of Proposal validity, the procuring entity shall notify all Consultants/Firms, in writing, of the determination of the successful Proposal including all the information required by Section 44(2) of the Act.

33.2 The date of the notification under ITC/F Sub-Clause 30.1 establishes the commencement of the standstill period specified in the Data Sheet. During this time Consultant/Firms may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their consulting services were not selected.

33.3 On the expiry of the standstill period the procuring entity shall send the successful Consultant/Firm the initialed draft contract.

33.4 The successful Consultant/Firm shall return the signed contract within 28 days from the date of the Letter of Acceptance and shall sign, date, and return to the procuring entity the signed Contract Agreement.

33.5 On receipt of the signed Contract Agreement the procuring entity will immediately notify in writing all unsuccessful Consultant/Firms, of the final results of the bidding process.

33.6 Following signature of the Contract Agreement, the procuring entity shall publish, in the manner prescribed by the Office, the results, identifying the name of the Consultant/Firm, the contract price and the contract number.

33.7 The Consultant/Firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

Section 2. Data Sheet

A. General Provisions	
ITC 2.1	The procuring entity is: Ministry of Science, Energy & Technology The name and identification number of the RFP are: Consulting Services for Drilling Consultant. MSET/CS/Aug2020/05
ITC 2.2	The name of the Project is: Oil and Gas Exploration
ITC 2.3	Financial Proposal to be submitted together with Technical Proposal: Yes X No ___ The name of the assignment is: Consulting Services for Drilling Consultant
ITC 2.4	A pre-Proposal conference will be held: Yes ___ or No X
ITC 2.5	The procuring entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: None
ITC 2.6	Bidding will be conducted electronically at procurement@mset.gov.jm.
ITC 4.1	*N/A*
B. Preparation of Proposals	
ITC 10.1	The Proposal shall comprise the following: FULL TECHNICAL PROPOSAL (FTP): (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6
ITC 11.2	Participation of Sub-Consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes _____ or No___X_____
ITC 12.1	Proposals must remain valid for 90 calendar days after the Proposal submission deadline (i.e., until: December 1, 2020).
ITC 13.1	Clarifications may be requested no later than 10 days prior to the submission deadline. The contact information for requesting clarifications is: The Procurement Officer E-mail: procurement@mset.gov.jm
ITC 14.1.1	Shortlisted Consultant/Firms may associate with (a) non-shortlisted Consultant/Firm(s): Yes _____ or No ___X___

	(b) other shortlisted Consultant/Firms: Yes _____ or No ____X__
ITC 14.1.3 (*for time-based contracts only)*	The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant/Firm's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
ITC 15.2	The format of the Technical Proposal to be submitted is: FTP _X_ or STP _____ Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
ITC 16.1	(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the consulting services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) communications costs; (4) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;
ITC 16.2	A price adjustment provision applies to remuneration rates: Yes _____ or No ___X_____
C. Submission, Opening and Evaluation	
ITC 17.5	Proposals will be submitted *electronically to procurement@mset.gov.jm*
ITC 17.6 and ITC 17.8	The Proposals must be submitted no later than: Date: Thursday, September 3, 2020 Time: 2:00 p.m. local time The Proposal submission address is: procurement@mset.gov.jm
ITC 19.2	N/A
ITC 21.1 *[for FTP]*	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals are: Points (i) Specific experience of the Consultant/Firms relevant to the assignment: ***40***

	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology *10* b) Work plan *9* c) Organization and staffing *5* Total points for criterion (ii): ***24*** (iii) Key Experts qualifications and competence for the assignment: a) Drilling Engineer/Team Leader *17* b) Heath, Safety and Environment Regulations (HSE) *13* Total points for criterion (iii): ***30*** The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications *40%* 2) Adequacy for the assignment *50%* 3) Experience in region and language *10%* Total weight: 100% (iv) Suitability of the transfer of knowledge (training) program: a) Relevance of training program *2* b) Training approach and methodology *2* c) Qualifications of experts and trainers *2* Total points for criterion (iv): ***6*** (v) Participation by nationals among proposed Key Experts ***0*** (not to exceed 10 points) Total points for the five criteria: 100 The minimum technical score (St) required to pass is*:* ***70***
ITC 24.1	For the purpose of the evaluation, the procuring entity will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of consulting services rendered by non-resident experts in Jamaica. If a contract is awarded, at contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the procuring entity on behalf of the Consultant.

ITC 25.1	The single freely convertible currency for the conversion of all prices expressed in various currencies into a single one is*:* United States Dollars The official source of the selling (exchange) rate is: Bank of Jamaica The date of the exchange rate is: September 3, 2020
ITC 27.1	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 70 , and P = 30 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
D. Submission, Opening and Evaluation	
ITC 28.1	Expected date and address for contract negotiations: Date: September 24, 2020 Address: Ministry of Science Energy and Technology 36 Trafalgar Road, Kingston 10 Jamaica
ITC 30.2	The "standstill" period shall be for 10 days.
ITC 30.7	Expected date for the commencement of the consulting services: Date: October 5, 2020

Section 3. Technical Proposal – Standard Forms

Checklist of Required Forms

Required for FTP or STP[*], (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
"√ " If applicable		TECH-1 Attachment	If the Proposal is submitted by a JV, attach a letter of intent or a copy of an existing agreement.	
"√" If applicable		Power of Attorney	No pre-set format/form. In the case of a JV, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
√		TECH-2	Consultant's Organization and Experience.	
√		TECH-2A	A. Consultant's Organization	
√		TECH-2B	B. Consultant's Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring entity.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: *[Name and address of procuring entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.*"].*

[If the Consultant/Firm is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: *[Insert a list with full name and the legal address of each member, and indicate the lead member.]* We have attached a copy [insert: "of our letter of intent to form a joint venture" *or, if a JV is already formed,* "of the JV agreement"*]* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant/Firm's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: *[Insert a list with full name and address of each Sub-consultant.]*

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the procuring entity.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC/F 3.

(d) We meet the eligibility requirements as stated in ITC/F 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to prohibited practices as per ITC/F 5.

(e) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC/F Clause 12 and ITC/F Clause 28.4 may lead to the termination of contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the contract negotiations.

(g) We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica.

We undertake, if our Proposal is accepted and the contract is signed, to initiate the consulting services related to the assignment no later than the date indicated in Clause 30.7 of the Data Sheet.

We understand that the procuring entity is not bound to accept any Proposal that the procuring entity receives. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful Proposal or after the successful Proposal is accepted if

(i) the Consultant/Firm presenting the Proposal is disqualified under the Act or the regulations of the Public Procurement Act, 2015;

(ii) the procurement is cancelled;

(iii) the Consultant/Firm presenting the successful Proposal is excluded on the grounds of corruption, unfair competition and a conflict of interest; or

(iv) the procurement, the Proposal or the Consultant/Firm contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Consultant/Firm (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached]

Form TECH-2: Consultant's organization and experience

[For Full Technical Proposal Only]

Form TECH-2: a brief description of the Consultant/Firm's organization and an outline of the recent experience of the Consultant/Firm that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant/Firm's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant/Firm), and the Consultant/Firm's role/involvement.

A - Consultant's Organization

[1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.]

B – Consultant/Firm's Experience

1. List only previous similar assignments successfully completed in the last *[.....]* years.

2. List only those assignments for which the Consultant/Firm was legally contracted as a company or was one of the joint venture partners. Assignments completed by the Consultant/Firm's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant/Firm, or that of the Consultant/Firm's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant/Firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the procuring entity.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US$)/ Amount paid to your firm	Role on the Assignment
[e.g., Jan.2016–Apr.2017]	*[e.g., "Improvement quality of.....": designed master plan for rationalization of .....;]*	*[e.g., Ministry of ....., country]*	*[e.g., US$1 mill/US$0.5 mill]*	*[e.g., Lead partner in a JV A&B&C]*
[e.g., Jan-May 2017]	*[e.g., "Support to sub-national government....." : drafted secondary level regulations on.....]*	*[e.g., municipality of....., country]*	*[e.g., US$0.2 mil/US$0.2 mil]*	*[e.g., sole Consultant]*

Form TECH-3: Comments and suggestions on the Terms of Reference, counterpart staff, and facilities to be provided by the Procuring entity

[For Full Technical Proposal Only]

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the procuring entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

[Include comments on counterpart staff and facilities to be provided by the procuring entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

Form TECH-4: Description of approach, methodology, and work plan in responding to the Terms of Reference

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing]

a) ***Technical Approach and Methodology.*** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]*

b) ***Work Plan.*** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*

c) ***Organization and Staffing.*** *[Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]*

Form TECH-5: Work schedule and planning for deliverables

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	*[e.g., Deliverable #1: Report A*												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to procuring entity]												
D-2	*[e.g., Deliverable #2:.....]*												
n													

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the procuring entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6: Team composition, assignment, and key experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)											Total time-input (in Months)		
		Position		D-1		D-2		D-3	.....		D-...		Home	Field	Total
KEY EXPERTS															
K-1	*{e.g., Mr. Abbbb}*	*[Team Leader]*	*[Home]*	*[2 month]*		*[1.0]*		*[1.0]*							
			[Field]	*[0.5 m]*		*[2.5]*		*[0]*							
K-2															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			*[Home]*												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the procuring entity's country or any other country outside the expert's country of residence.

Full time input

Part time input

Form TECH-6 Curriculum Vitae (CV)

[CONTINUED]

Position Title and No.	*[e.g., K-1, TEAM LEADER]*
Name of Expert:	*[Insert full name]*
Date of Birth:	*[day/month/year]*
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

_____

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	*[e.g., Ministry of ……, advisor/Consultant to…* *For references: Tel……/e-mail……; Mr. Bbbbbb, deputy minister]*		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work):

_____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Experts contact information: *[address ……., e-mail……., phone……]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the procuring entity, and/or sanctions by the Government.

[day/month/year]

Name of Expert Signature

Date

[day/month/year]

Name of authorized Signature

Date

Representative of the Consultant/Firm

[the same who signs the Proposal]

	Yes	**No**
(i) This CV correctly describes my qualifications and experience		
(ii) I am employed by the procuring entity		
(iii) I was part of the team who wrote the terms of reference for this consulting services assignment		

I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

OR

[If CV is signed by the firm's authorized representative and the written agreement attached]

I, as the authorized representative of the firm submitting this Proposal for the *[name of project and contract]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates"
FIN-4	Reimbursable expenses

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: *[Name and address of procuring entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet.* The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and contract execution, paid if we are awarded the contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose

[If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, contract execution."]

We understand you are not bound to accept any Proposal you receive.

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

Form FIN-2: Summary of Costs

Item	Cost			
	*[Consultant must state the proposed Costs in accordance with Clause **16.4 of the Data Sheet**; delete columns which are not used]*			
	[Insert Foreign Currency # 1]	*[Insert Foreign Currency # 2, if used]*	*[Insert Foreign Currency # 3, if used]*	*[Insert Local Currency, if used and/or*
Cost of the Financial Proposal				
Including:				
(1) **Remuneration**				
(2) **Reimbursable**				
Total Cost of the Financial Proposal: *[Should match the amount in Form FIN-1]*				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) [insert type of tax e.g., VAT or sales tax]				
(ii) [e.g., income tax on non-resident experts]				
(iii) [insert type of tax]				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

Form FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant/Firm for possible additional services requested by the procuring entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	**Name**	**Position (as in TECH-6)**	**Person-month Remuneration Rate**	**Time Input in Person/Month** (from TECH-6)	*[Currency # 1- as in FIN-2]*	*[Currency # 2- as in FIN-2]*	*[Currency# 3- as in FIN-2]*	*[Local Currency- as in FIN-2]*
____	**Key Experts**							
K-1			*[Home]*					
			[Field]					
K-2								
____	**Non-Key Experts**							
N-1			*[Home]*					
N-2			*[Field]*					
				Total Costs				

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. **Review of Remuneration Rates**

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical Proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the contract. If the RFP requests submission of the financial Proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The procuring entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the procuring entity is not charged for the leave taken.

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office,

support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The procuring entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant/Firm: Country:

Assignment: Date:

Consultant/Firm's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant/Firm's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant/Firm has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consultant/Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant/Firm's Representations Regarding Costs and Charges

(Model Form I)

*(Expressed in **[insert name of currency*]**)*

Personnel		*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*
Name	*Position*	*Basic Remuneration Rate per Working Month/Day/Year*	*Social Charges*[1]	*Overhead*[1]	*Subtotal*	*Profit*[2]	*Away from Home Office Allowance*	*Proposed Fixed Rate per Working Month/Day/Hour*	*Proposed Fixed Rate per Working Month/Day/Hour*[1]
Home Office									
Jamaica									

** If more than one currency is used, use additional table(s), one for each currency*

1. *Expressed as percentage of 1*
2. *Expressed as percentage of 4*

Form FIN-4 Breakdown of Reimbursable Expenses*

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant/Firm for possible additional services requested by the procuring entity. This form shall not be used as a basis for payments under Lump-Sum contracts

B. *Reimbursable Expenses* _____

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	*[Currency # 1- as in FIN-2]*	*[Currency # 2- as in FIN-2]*	*[Currency# 3- as in FIN-2]*	*[Local Currency- as in FIN-2]*
	[e.g., Per diem	[Day]						
	[e.g., International flights]	[Ticket]						
	[e.g., In/out airport transportation]	[Trip]						
	[e.g., Communication costs between Insert place and Insert place]							
	[e.g., reproduction of							
	[e.g., Office rent]							
	.....							
	[Training of the procuring entity's personnel – if required in TOR]							
Total Costs								

Legend:

Section 5. Terms of Reference

1. Background

The Ministry of Science, Energy and Technology (MSET) within its portfolio responsibility for Oil and Gas is mandated to manage the country's upstream energy needs in a manner that supports the overall strategy for national development. This mandate also includes driving Oil & Gas Exploration in Jamaica. In 2014, the former Petroleum Corporation of Jamaica (PCJ) and Tullow Oil plc signed a Production Sharing Agreement (PSA) for the exploration of hydrocarbons. Historically, there have been 11 exploration wells drilled in Jamaica from as early as 1957. Nine (9) of these wells were drilled onshore, while two (2) were drilled offshore. Upon completion of Jamaica's inaugural 3D seismic survey in May 2018 (see Figure 1) and in anticipation that an exploration well may be drilled within the next two (2) years, the MSET intends to be prepared to manage and monitor any offshore drilling operations that may occur.

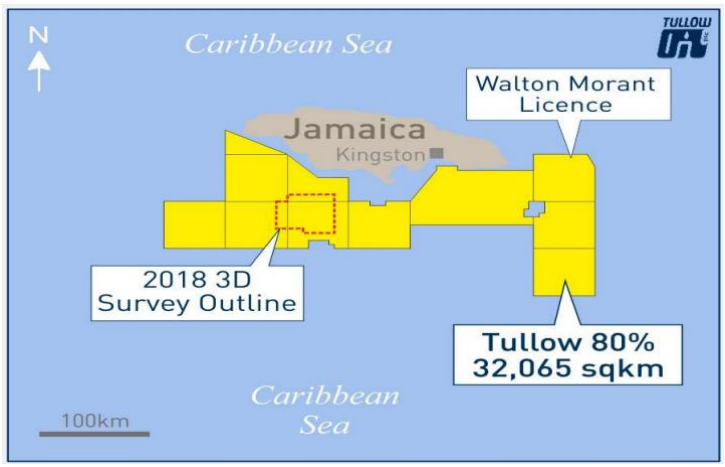


Figure 1: Image of Area of 3D seismic survey

2. Objective(s) of the Assignment

In preparing to take on the management and monitoring of any resulting offshore drilling operations, the MSET recognizes that there is a need for the development and training the requisite personnel to undertake the responsibilities. As a consequently, the Ministry will engage the services of a consultant to assist in developing and training of its staff as well as other GOJ staff in offshore drilling operations, assist in the evaluation of draft drilling regulations and plans, to take part in Technical Advisory Committee meetings under the PSA and provide further technical assistance in the execution of a safe drill execution within offshore Jamaica should a decision be made for a well to be drilled.

3. Scope of consulting services, Tasks (Components) and Expected Deliverables

3.1 The purpose of this consulting service is to solicit proposals from qualified consultants in accordance with the Public Procurement Act 2018.

The scope is divided into two (2) Phases. Phase One (1) is mandatory and will be paid at a fixed rate plus pre-approved reimbursable, and Phase Two (2) is conditional and dependent on if an offshore drill election will occur offshore Jamaica. Phase 2 will be paid on a time and charge basis up to a ceiling amount plus any pre-approved reimbursable.

The consultant is expected to deliver the following:

Phase 1

1. Review and provide feedback/guidance on the internally drafted Heath, Safety and Environment Regulations (HSE), Exploration and Production Regulations (E&P) and Drilling Permit against international best practice and update as required and fit for purpose in Jamaica.
2. Conduct training with the MSET Oil and Gas Team and other GOJ staff (6-15 people) estimated to take 24 – 40 hours total training time by:

    a) Introducing the team to:
        (i) Exploration well drilling fundamentals (On- and Offshore);
        (ii) Well planning and design - inclusive of the initial process and well proposal, a well profile, offset data, selection of a well location, locational considerations (onshore vs. offshore), hydrostatic gradients, casing points, cementing operations, directional design, completion design; potential hazards (surface and subsurface) and HSE risks, potential drilling problem areas and avoidance planning (for stuck pipe, lost circulation and wellbore stability), location issues - safety and environmental protection and logistical issues, regulatory environment, drilling contracts and budget cost estimates;
        (iii) Drilling programme planning and implementation (e.g. mud programme design and well control precautions and procedures);
        (iv) Basic drilling/well project management and understanding of the chain of command on a drill rig;
        (v) Drilling operations and practical well site operations in the onshore and offshore including, but not limited to, well control, how to monitor drilling parameters and well progress, how to ensure HSE compliance and how to anticipate and evaluate drilling problems for e.g. stuck pipe, lost circulation, etc.;
        (vi) Well completion and abandonment.

    b) Developing a desktop exercise that will train the oil and gas team on how companies authorize and approve drilling expenditure, categorize cost and manage cost from pre-well to post-well. This exercise should also include:
        (i) The key aspects to analyze during the drilling program (for e.g. drilling KPI's).

(ii) Identify the major cost (budget cost estimates, initial AFE's, costs broken down by code and contingencies) and time estimates associated with the drilling process.

c) Based on the experience of the Consultant, indicating what formation evaluation tools/logging tools (electric logging and sampling, coring and mud logging) are optimal to provide the best and cost-efficient, geological information during the drilling of an exploration well in a frontier region with potential fractured carbonate and clastic reservoirs.

d) Preparing an exercise to "drill the well on paper" (DWOP). For the DWOP, the Consultant should also develop a detailed exploration well template (excel) for the drilling of an exploration well in water depths of 500-3000m including cost, phase, time, insurance and personnel required to be used in the discussions in modelling the DWOP. Also to be included in this template are case studies of regional costs drivers, the cost of risks, daily rig rates, personnel day rates and lump sum payments. This exercise should also include discussions on the drilling problems that could be encountered (e.g. lost circulation) and how to mitigate them. The focus will be on exposing the MSET staff to a DWOP, the importance and discussions on cost reduction, efficiency, and reduced well times – while maintaining the highest levels of safety.

3. Provide a quick reference checklist to be used by a Government Representative onboard any drill rig. It should include the critical/main areas to monitor during drilling operations to completion and abandonment and should cover both onshore and offshore exploration drilling. Where feasible, it should be aligned to the E&P and HSE Regulations previously reviewed by the Consultant.

If a successful well election is made, then follow-on work, Phase 2, will be required.

Phase 2

Contingent on a decision from the PSA operator to drill an exploration well within the blocks outlined in Figure 1, Phase 2 will be activated by the MSET. It is expected that during Phase 2 the Consultant shall provide on-call technical support to the MSET. The main items that will require support are:

1. Take part in PSA/Contract update meetings (meetings are held one-two times per month for 1-2 hours) and provide technical reports as requested by the MSET (up to a maximum of 20 pages). This shall be done via teleconference/online platforms, e.g. *Skype, Go-To-Meeting, MS Teams etc.* with possibly 1-2 face-to-face meeting anticipated.
2. Review and make recommendations on the drilling plan and cost estimates submitted by the Operator to the MSET to ensure it is fit for purpose, minimizes health and safety

risk and preserves the environment. The Consultant will also give guidance on any Environmental, Social & Governance (ESG) factors to ensure the well is advanced and completed sustainably and with minimal societal impacts in keeping with current industry best practice. Areas of great importance to the MSET in the report include safety, limiting operational conditions and costs and proposed contingency measures for each operation.

3. Provide technical assistance to the MSET both pre-, during and after the drilling process.

   a) During the drilling process the Consultant will be required to monitor and provide feedback on drilling operations to the MSET. This has the potential for the Consultant to be present on the drill rig on one or two occasions for up to 1 week.

      The submissions that may be required are:

      1. Pre-drill the Consultant will guide the MSET on the pre-drill checklists and logistics management to ensure the well is spud on a timely manner.

      2. A review of the daily summary of drilling activities (expected to take 1 hour). This will include, but is not limited to reviewing the operational time, drill string selection, logging, drilling mud weights, casing running and cementing, BOP and surface line pressure testing, formation integrity tests, overall safety, site preparation, HSE audit, field experience audit, disposal of material, plugging and abandonment.

      3. During the drilling process the Consultant will be required to provide HSE Support during drilling operations.

   b) After the drilling process the Consultant will be required to review the final Drilling Report submitted by the Operator. This will be a technical and operational review of the processes, lessons learnt, etc. and outline to the MSET if compliance with international best practices were maintained.

   c) After the drilling process the Consultant will also do a review of the Operator's HSE Management System logs/reports and advise the MSET if this is in accordance with international HSE best practice. The Consultant will review pre- and post-well HSE practices employed to ensure they are optimal and in keeping with current oil and gas offshore well drilling best practices.
   d) After the drilling process, the Consultant will also review the Plugging and Abandonment (P&A) of the well drilled to ensure that the P&A is complete, safe and will cause no/minimal environmental damage.

Training component is in Phase 1 and Phase 2 will have on-site training for staff.

4. Team Composition & Qualification Requirements for the Key Experts

Evaluation Criteria (Technical) – Minimum technical score is 70 points out of a maximum of 100 points

EVALUATION CRITERIA	Points (P)
Consultant/Company's Relevant Experience in areas covered by the TOR	**40**
i. Experience in drilling exploratory/development wells in offshore areas with both fractured carbonate and clastic reservoirs	12
➢ Experience in drilling offshore exploratory/development wells in frontier countries	5
➢ Experience in working with 'supermajors' e.g. Chevron, BP, ExxonMobil, etc. in drilling offshore exploratory/development wells	5
ii. HSE Experience in drilling offshore exploratory/development wells after 2010	10
iii. Experience drilling in locations that are remote and have limited oilfield infrastructure	5
iv. Experience working with governments/ NOC's government representatives/training government representatives within limited regulatory environments	3
Adequacy of the proposed approach, methodology and work plan	**24**
i. Technical approach and methodology	10
ii. Work plan	9
iii. Organization and staffing	5
Resumés/CVs of the people to be assigned to the work	**30**
i. General Qualifications for drilling engineer	8
ii. General Qualifications for HSE	8
iii. Experience of the team lead in Project Mgmt.	4
iv. Suitability for the project	10
Proposal Presentation	**6**
i. Organization Intellectual and technical soundness	3
ii. Organization and completeness	3

5. Outputs and Time Schedule

Deliverables: All reports are to be delivered to the MSET Oil & Gas Manager in soft-copy in electronic formats, such as a PDF file, jpeg file, excel, etc. as agreed.

Inclusive of specific reports and outputs based on instructions specified under the above TOR the consultant shall provide the reports listed below. The percentage beside each report under **Phase 1** indicates the weight of payment for each report. The reports are:

PHASE 1

1. Inception Report (10%) – an analysis of the existing situation of drilling and plan of work for both Phase 1 and 2 of the project no later than 2 weeks after the start of the implementation;

2. Report on the review and recommendations of the Health and Safety and Exploration and Production Regulations and Drilling Permit (20%) – a revision of these documents and the provision of recommendations on how these can be improved in keeping with international best practice no later than 2 months after the start of implementation.

3. Training Exercise, Well Exploration Template and DWOP (60%) – a compilation of all training conducted in the most suitable format (e.g. pdf, ppt,) no later than 2 months after the start of implementation.

4. Detailed quick-reference checklist to monitor operations (10%) – a checklist to be used by a Government Representative to monitor during drilling operations, completion and abandonment. This is to be for both onshore and offshore drilling. This should be done no later than 3 months after the start of implementation.

PHASE 2

Context/Background for the Procurement:

The Consultant will have relevant experience in drilling oil and gas exploration/development wells in carbonate, island arc and volcanic provinces. The Consultant must have the experience in drilling oil and gas exploration programs in frontier countries and localities with limited oilfield infrastructure. Experience in drilling exploration wells in frontier areas with both carbonate and clastic reservoirs is also helpful. The Consultant must have EHS/HSE/ESG experience, quality and risk assessment experience working on offshore exploratory/development wells. These skills and experiences outlined will address the specific advisory and research requests of the MSET and present these outcomes to the Oil and Gas Unit without much introductory learning time given the short-term nature of the assignments envisaged.

Duration:

The contract will be time-based and spread over two (2) years. It is estimated that the staff/working effort for Phase 1 is expected to take three (3) months. As Phase 2 is conditional and based on time-and-charge the work expected can range between three to twenty-one (3-

21) months. Validated and invoice supported travel costs will be reimbursed by the MSET. Expected start date for this contract is in October/November 2020.

Reporting Lines:

The consultant shall report directly to the MSET's Oil and Gas Manager. Work instructions or work requests shall be directed through the Oil and Gas Manager in order to be valid for payment under the contract. All requests will be submitted in written form (via email/letter). All outputs are to be in English.

Office Accommodation:

No office accommodation required at the MSET. However, if the consultants are within country/Jamaica a work space may be provided.

Payment of Services:

The Consultant shall provide deliverables as outlined in the Terms of Reference to the Manager of the Oil and Gas Unit of the MSET.

Costings for each Phase of the services should be reflected separately in the submission of the financial proposal. Phase 1 will be paid at a fixed rate, while Phase 2 will be paid on a time and charge basis.

Payments for **Phase 1** shall be made according to the following schedule:

1. Thirty percent (30%) of the Contract Price shall be paid upon submission of the inception report and the report on the revision of the HSE and E&P Regulations and the Drilling Permit.

2. Sixty percent (60%) of the Contract Price shall be paid upon completion of the Training Exercises and submission of the Well Exploration Template.

3. Ten percent (10%) of the Contract Price shall be paid upon completion of the quick-reference operations checklist.

Payments for **Phase 2** will be made upon the receipt of substantiated invoices reflecting time and charge costs for work completed up to the contract ceiling amount. Copies of receipts for

reimbursable costs are also to be attached to these invoices. These are to be submitted on a monthly basis.

Data, Local Services, Personnel, and Facilities to be provided by the procuring entity

Procuring entity's Input and Counterpart Personnel

(a) services, facilities and property to be made available to the Consultant by the procuring entity: **None**. If consultant in Jamaica a workspace may be provided.

(b) Professional and support counterpart personnel to be assigned by the procuring entity to the Consultant's team: **Members of the Oil and Gas Unit as required**

PART II
Section 6. Conditions of Contract

S T A N D A R D F O R M O F C O N T R A C T

CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Project Name _____

Contract No. _____

between

_____

[Name of the procuring entity]

and

_____

[Name of the Consultant]

Dated: _____

I. Form of Contract – Time-Based

This CONTRACT (hereinafter called the "contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of procuring entity]* (hereinafter called the "procuring entity") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant/Firm").

*[**Note**: If the Consultant/Firm consist of more than one entity, the above should be partially amended to read as follows:* "…(hereinafter called the "procuring entity") and, on the other hand, a JV (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the procuring entity for all the Consultant/Firm's obligations under this contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant/Firm").*]*

WHEREAS

(a) the procuring entity has requested the Consultant/Firm to provide certain consulting services as defined in this contract (hereinafter called the "consulting services");

(b) the Consultant/Firm, having represented to the procuring entity that it has the required professional skills, expertise and technical resources, has agreed to provide the consulting services on the terms and conditions set forth in this contract;

(c) the procuring entity has received public funds towards the cost of the consulting services.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

   (a) The General Conditions of Contract;

   (b) The Special Conditions of Contract;

   (c) Appendices:

   Appendix A: Terms of Reference

   Appendix B: Key Experts

   Appendix C: Remuneration Cost Estimates

   Appendix D: Reimbursable Cost Estimates

   Appendix E: Form of Advance Payments Guarantee

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the procuring entity and the Consultant/Firm shall be as set forth in the contract, in particular:

   (a) the Consultant/Firm shall carry out the consulting services in accordance with the provisions of the contract; and

(b) the procuring entity shall make payments to the Consultant/Firm in accordance with the provisions of the contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of procuring entity]*

[Authorized Representative of the procuring entity – name, title and signature]

For and on behalf of *[Name of Consultant/Firm or Name of a JV]*

[Authorized Representative of the Consultant/Firm – name and signature]

*[**Note**: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant/Firm [insert the name of the JV]

[Name of the lead member]

[Authorized Representative on behalf of a JV]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract – Time Based

A. General Provisions

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in Jamaica, as they may be issued and in force from time to time.

(b) "procuring entity" means the executing agency that signs the contract for the services with the selected Consultant.

(c) "Consultant/Firm" means a legally-established professional consulting firm or entity selected by the procuring entity to provide the services under the signed contract.

(d) "consulting services" means consulting services provided by a person or firm as a consultant/Firm that are of an intellectual, research, technical or advisory nature and the services to be performed by the Consultant/Firm pursuant to the contract.

(e) "contract" means the legally binding written agreement signed between the procuring entity and the Consultant/Firm and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (**SCC**), and the Appendices).

(f) "Day" means a working day unless indicated otherwise.

(g) "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause GCC 11.

(h) "Electronic communications" means the transfer of information using electronic or similar media and the recording of information using electronic media.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant/Firm, Sub-consultant or JV member(s) assigned by the Consultant/Firm to perform the services or any part thereof under the contract.

(j) "Foreign Currency" means any currency other than the currency of the procuring entity's country.

(k) "GCC" mean these General Conditions of Contract.

(l) "Government" means the Government of Jamaica or "GoJ".

(m) "in writing" means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.

(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract.

(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the services under the

contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant/Firm's Proposal.

(p) "Local Currency" means the currency of Jamaica.

(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant/Firm or its Sub-consultant to perform the services or any part thereof under the contract.

(r) "Party" means the procuring entity or the Consultant/Firm, as the case may be, and "Parties" means both of them.

(s) "Procurement Review Board" or "Review Board" means the body established in accordance with Section 50 of the Act.

(t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(u) "services" means any object of procurement other than goods and works, and includes consulting services.

(v) "Sub-consultants" means an entity to whom/which the Consultant/Firm subcontracts any part of the services while remaining solely liable for the execution of the contract.

(w) "Third Party" means any person or entity other than the Government, the procuring entity, the Consultant/Firm or a Sub-consultant.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the procuring entity and the Consultant. The Consultant/Firm, subject to this contract, has complete charge of the Experts and Sub-consultants, if any, performing the consulting services and shall be fully responsible for the consulting services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1 This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1 This contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1 The consulting services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the procuring entity may approve.

8. Authority of Member in Charge

8.1 In case the Consultant/Firm is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant/Firm's rights and obligations towards the procuring entity under this contract, including without limitation the receiving of instructions and payments from the procuring entity.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the procuring entity or the Consultant/Firm may be taken or executed by the officials specified in the **SCC**.

10. Fraud and Corruption

10.1 The Government of Jamaica requires that all Parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

10.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.

10.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall

(a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

(b) have their Proposal rejected if it is determined that the Proposal or Consultant/Firm is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica

(c) risk other sanctions provided for in the Act or the regulations.

i. Commissions and Fees

10.4 The procuring entity requires the Consultant/Firm to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the contract and/or sanctions by the procuring entity.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1 This contract shall come into force and effect on the date (the "Effective Date") of the procuring entity's notice to the Consultant/Firm instructing the Consultant/Firm to begin carrying out the consulting services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1 If this contract has not become effective within such time period after the date of contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1 The Consultant/Firm shall confirm availability of Key Experts and begin carrying out the consulting services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1 This contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the consulting services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1 For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all

reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

c. Measures to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the consulting services as a result of an event of Force Majeure, the Consultant/Firm, upon instructions by the procuring entity, shall either:

(a) demobilize, in which case the Consultant/Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the consulting services; or

(b) continue with the consulting services to the extent reasonably possible, in which case the Consultant/Firm shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

18.1 The procuring entity may, by written notice of suspension to the Consultant/Firm, suspend all payments to the Consultant/Firm hereunder if the Consultant/Firm fails to perform any of its obligations under this contract, including the carrying out of the consulting services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant/Firm to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant/Firm of such notice of suspension.

19. Termination

19.1 This contract may be terminated by either Party as per provisions set up below:

a. By the procuring entity

19.1.1. The procuring entity may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the procuring entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant/Firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant/Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant/Firm becomes (or, if the Consultant/Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant/Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

(d) If, as the result of Force Majeure, the Consultant/Firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days;

(e) If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this contract;

(f) If the Consultant/Firm fails to confirm availability of Key Experts as required in Clause GCC 13

19.1.2. Furthermore, if it is determined that the Consultant/Firm under the Applicable Law has engaged in fraud and corruption, as defined in GCC Clause 10, in competing for or in executing the contract, then the procuring entity may, after giving fourteen (14) calendar days written notice to the Consultant/Firm, terminate the Consultant/Firm's employment under the contract.

b. By the Consultant/Firm

19.1.3. The Consultant/Firm may terminate this contract, by not less than thirty (30) calendar days' written notice to the procuring entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the procuring entity fails to pay any money due to the Consultant/Firm pursuant to this contract and not subject to dispute pursuant to Clause GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant/Firm that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant/firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days.

(c) If the procuring entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the procuring entity is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant/Firm may have subsequently approved in writing) following the receipt by the notice specifying such breach

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such

rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant/Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this contract by notice of either Party to the other pursuant to Clauses GCC 19 (a) or GCC 19 (b), the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the consulting services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant/Firm and equipment and materials furnished by the procuring entity, the Consultant/Firm shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this contract, the procuring entity shall make the following payments to the Consultant/Firm:

(a) remuneration for consulting services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant/Firm

20. General

a. Standard of Performance

20.1 The Consultant shall perform the consulting services and carry out the consulting services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this contract or to the consulting services, as a faithful adviser to the procuring entity, and shall at all times support and safeguard the procuring entity's legitimate interests in any dealings with the third Parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the consulting services.

20.3 The Consultant may subcontract part of the consulting services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the procuring entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the consulting services.

b. Law Applicable to Services

20.4 The Consultant/Firm shall perform the consulting services in accordance with the contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the contract, the Consultant/Firm shall comply with the import of goods and services prohibitions in Jamaica when

(a) as a matter of law or official regulations, the Government of Jamaica prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Jamaica prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The procuring entity shall notify the Consultant/Firm in writing of relevant local customs, and the Consultant/Firm shall, after such notification, respect such customs.

21. Conflict of Interest

21.1 The Consultant/Firm shall hold the procuring entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant/Firm Not to Benefit from Commissions, Discounts, etc.

21.1.1. The payment of the Consultant/Firm pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant/Firm's only payment in connection with this contract and, subject to Clause GCC 21.1.3, the Consultant/Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder, and the Consultant/Firm shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2. Furthermore, if the Consultant/Firm, as part of the consulting services, has the responsibility of advising the procuring entity on the procurement of goods, works or consulting services, the Consultant/Firm shall comply with the applicable policies of the Government of Jamaica, and shall at all times exercise such responsibility in the best interest of the procuring entity. Any discounts or commissions obtained by the Consultant/Firm in the exercise of such procurement responsibility shall be for the account of the procuring entity.

b. Consultant and affiliates Not to Engage in Certain Activities

21.1.3. The Consultant/Firm agrees that, during the term of this contract and after its termination, the Consultant/Firm and any entity affiliated with the Consultant/Firm, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the

Consultant/Firm's consulting services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

c. Prohibition of Conflicting Activities

21.1.4. The Consultant/Firm shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5. The Consultant/Firm has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their procuring entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its contract.

22. Confidentiality

22.1 Except with the prior written consent of the procuring entity, the Consultant/Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the consulting services, nor shall the Consultant/Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the consulting services.

23. Liability of the Consultant/Firm

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant/Firm's liability under this contract shall be as determined under the Applicable Law.

24. Insurance to be Taken by the Consultant/Firm

24.1 The Consultant/Firm (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the procuring entity, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the procuring entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant/Firm shall ensure that such insurance is in place prior to commencing the consulting services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant/Firm shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the consulting services, and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant/Firm shall permit and shall cause its Sub-consultants to permit, the procuring entity and/or persons appointed by the procuring entity to inspect the Site and/or all accounts and records relating to the performance of the contract and the submission of the Proposal to provide the consulting services, and to have such accounts and records audited by auditors appointed by the procuring entity if requested by the procuring entity. The Consultant/Firm's attention is drawn to Clause GCC 10.4

which provides, inter alia, that acts intended to materially impede the exercise of the procuring entity's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Government's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant/Firm shall submit to the procuring entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Procuring entity in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant/Firm for the procuring entity in the course of the consulting services shall be confidential and become and remain the absolute property of the procuring entity. The Consultant/Firm shall, not later than upon termination or expiration of this contract, deliver all such documents to the procuring entity, together with a detailed inventory thereof. The Consultant/Firm may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this contract without prior written approval of the procuring entity.

27.2 If license agreements are necessary or appropriate between the Consultant/Firm and third Parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant/Firm shall obtain the procuring entity's prior written approval to such agreements, and the procuring entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant/Firm by the procuring entity, or purchased by the Consultant/Firm wholly or partly with funds provided by the procuring entity, shall be the property of the procuring entity and shall be marked accordingly. Upon termination or expiration of this contract, the Consultant/Firm shall make available to the procuring entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the procuring entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant/Firm, unless otherwise instructed by the procuring entity in writing, shall insure them at the expense of the procuring entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant/Firm or its Experts into Jamaica for the use either for the project or personal use shall remain the property of the Consultant/Firm or the Experts concerned, as applicable.

D. Consultant/Firm's Experts and Sub-Consultants

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the consulting services of each of the Consultant/Firm's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20 (a), adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant/Firm by a written notice to the procuring entity, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the consulting services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the procuring entity and the Consultant/Firm. In case where payments under this contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a contract amendment.

30. Replacement of Key Experts

30.1 Except as the procuring entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during contract execution may be considered only based on the Consultant/Firm's written request and due to circumstances outside the reasonable control of the Consultant/Firm, including but not limited to death or medical incapacity. In such case, the Consultant/Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the contract, additional Key Experts are required to carry out the consulting services, the Consultant/Firm shall submit to the procuring entity for review and approval a copy of their Curricula Vitae (CVs). If the procuring entity does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the procuring entity.

32. Removal of Experts or Sub-consultants

32.1 If the procuring entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the procuring entity determine that Consultant's Expert or Sub-consultant have engaged in fraudulent or corrupt practice, in accordance with the Applicable Law, while performing the consulting services, the Consultant shall, at the procuring entity's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the procuring entity to be incompetent or incapable in discharging assigned duties, the procuring entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the procuring entity.

33. Replacement/ Removal of Experts – Impact on Payments

33.1 Except as the procuring entity may otherwise agree, (i) the Consultant/Firm shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a

replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from Jamaica, experts carrying out consulting services inside Jamaica shall be deemed to have commenced or finished work in respect of the consulting services such number of days before their arrival in, or after their departure from, Jamaica as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant/Firms remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant/Firm who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the consulting services.

E. Obligations of the Procuring entity

35. Assistance and Exemptions

35.1 Unless otherwise specified in the **SCC**, the procuring entity shall use its best efforts to:

(a) Assist the Consultant/Firm with obtaining work permits and such other documents as shall be necessary to enable the Consultant/Firm to perform the consulting services.

(b) Assist the Consultant/Firm with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Jamaica while carrying out the consulting services under the contract.

(c) Facilitate prompt clearance through customs of any property required for the consulting services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the consulting services.

(e) Assist the Consultant/Firm and the Experts and any Sub-consultants employed by the Consultant/Firm for the consulting services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Jamaica according to the Applicable Law.

(f) Assist the Consultant/Firm, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law, of bringing into Jamaica reasonable amounts of foreign currency for the purposes of the consulting services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the consulting services.

(g) Provide to the Consultant/Firm any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The procuring entity warrants that the Consultant/Firm shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the consulting services. The procuring entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant/Firm and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant/Firm in performing the consulting services, then the remuneration and reimbursable expenses otherwise payable to the Consultant/Firm under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1.

38. Services, Facilities and Property of the procuring entity

38.1 The procuring entity shall make available to the Consultant/Firm and the Experts, for the purposes of the consulting services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant/Firm as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant/Firm for the performance of the Services, (ii) the manner in which the Consultant/Firm shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant/Firm as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The procuring entity shall make available to the Consultant/Firm free of charge such professional and support counterpart personnel, to be nominated by the procuring entity with the Consultant/Firm's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the procuring entity to the Consultant/Firm as and when specified in **Appendix A**, the procuring entity and the Consultant/Firm shall agree on (i) how the affected part of the consulting services shall be carried out, and (ii) the additional payments, if any, to be made by the procuring entity to the Consultant/Firm as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding procuring entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant/Firm that is consistent with the position occupied by such member, the Consultant/firm may request the replacement of such member, and the procuring entity shall not unreasonably refuse to act upon such request.

40. Payment Obligation

40.1 In consideration of the consulting services performed by the Consultant/Firm under this contract, the procuring entity shall make such payments to the Consultant/Firm and in such manner as is provided by GCC F below.

F. Payments to the Consultant/Firm

41. Ceiling Amount

41.1 An estimate of the cost of the consulting services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

41.2 Payments under this contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC 41.2, an amendment to the contract shall be signed by the Parties referring to the provision of this contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses

42.1 The procuring entity shall pay to the Consultant/Firm (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the consulting services after the date of commencing of consulting services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant/Firm in the performance of the consulting services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant/Firm shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant/Firm's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the procuring entity, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant/Firm, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at contract negotiations) are reimbursed to the Consultant/Firm or are paid by the procuring entity on behalf of the Consultant/Firm.

44. Currency of Payment

44.1 Any payment under this contract shall be made in the currency(ies) specified in the **SCC**.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the consulting services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the procuring entity shall pay to the Consultant/Firm an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the procuring entity in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the procuring entity shall have approved in writing. The advance payments will be set off by the procuring entity in equal installments against the statements for the number of months of the consulting services specified in the **SCC** until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the consulting services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant/Firm shall submit to the procuring entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.

(c) The procuring entity shall pay the Consultant/Firm's invoices within sixty (60) days after the receipt by the procuring entity of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the procuring entity may add or subtract the difference from any subsequent payments.

(d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant/Firm and approved as satisfactory by the procuring entity. The consulting services shall be deemed completed and finally accepted by the procuring entity and the final report and final invoice shall be deemed approved by the procuring entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the procuring entity unless the procuring entity, within such ninety (90) calendar day period, gives written notice to the Consultant/Firm specifying in detail deficiencies in the consulting services, the final report or final invoice. The Consultant/Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the procuring entity has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this contract shall be reimbursed by the Consultant/Firm to the procuring entity within thirty (30) days after receipt by the Consultant/Firm of notice thereof. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final invoice approved by the procuring entity in accordance with the above.

(e) All payments under this contract shall be made to the accounts of the Consultant/Firm specified in the **SCC**.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the consulting services nor relieve the Consultant/Firm of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the procuring entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant/Firm on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

47. Good Faith

47.1 The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

H. Settlement of Disputes

48. Amicable Settlement

48.1 The procuring entity and the Consultant/Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

48.2 If, after twenty-eight (28) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the procuring entity or the Consultant/Firm may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

48.3 Notwithstanding any reference to arbitration herein,

(a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the procuring entity shall pay the Consultant/Firm any monies due the Consultant/Firm.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
SCC 6.1 and SCC 6.2	The addresses are: procuring entity :_____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted):_____ Consultant/Firm : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
SCC 8.1	*[Note: If the Consultant/Firm consists only of one entity, state "N/A";* *OR* *If the Consultant/Firm is a JV consisting of more than one entity, the name of the JV member whose address is specified in* ***Clause SCC 6.1*** *should be inserted here.* The Lead Member on behalf of the JV is *[insert name of the member]]*
SCC 9.1	The Authorized Representatives are: For the procuring entity: *[name, title]* For the Consultant/firm: [name, title]
SCC 11.1	The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*
SCC 12.1	Termination of contract for Failure to Become Effective: The time period shall be *[insert time period, e.g.: four months]*.
SCC 13.1	Commencement of consulting services: The number of days shall be *[e.g.: ten]*

	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the procuring entity in writing as a written statement signed by each Key Expert.
SCC 14.1	Expiration of contract: The time period shall be *[insert time period, e.g.: twelve months]*
SCC 21.1.3.	The procuring entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in **Clause GCC 21.1.3** Yes_____ No _____ *[if "Yes" is indicated:* *Such exceptions should comply with the GoJ's procurement policy provisions on conflict of interest.]*
SCC 23.1	No additional provisions. *OR* The following limitation of the Consultant/Firm's Liability towards the procuring entity can be subject to the contract's negotiations: "Limitation of the Consultant's Liability towards the procuring entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant/Firm or on the part of any person or a firm acting on behalf of the Consultant/Firm in carrying out the consulting services, the Consultant/Firm, with respect to damage caused by the Consultant/Firm to the procuring entity's property, shall not be liable to the procuring entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds *[insert a multiplier, e.g.: one, two, three]* times the total value of the contract; (b) This limitation of liability shall not (i) affect the Consultant/Firm's liability, if any, for damage to Third Parties caused by the Consultant/Firm or any person or firm acting on behalf of the Consultant/Firm in carrying out the consulting services; (ii) be construed as providing the Consultant/Firm with any limitation or exclusion from liability which is prohibited by the ["Applicable Law in Jamaica"]. *[Notes to the procuring entity and the Consultant/Firm: Any suggestions made by the Consultant/Firm in the Proposal to introduce*

	exclusions/limitations of the Consultant/Firm's liability under the contract should be carefully scrutinized by the procuring entity.]
SCC 24.1	The insurance coverage against the risks shall be as follows: *[Note: Delete what is not applicable except (a)].* a. Professional liability insurance, with a minimum coverage of *[insert amount and currency which should be not less than the total ceiling amount of the contract]*; b. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the procuring entity's country by the Consultant/Firm or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the Applicable Law in Jamaica"]*; c. Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the Applicable Law in Jamaica"]*; d. Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law in Jamaica, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and e. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the Consultant/Firm's property used in the performance of the consulting services, and (iii) any documents prepared by the Consultant in the performance of the consulting services.
SCC 27.1	*[Note: If applicable, insert any exceptions to proprietary rights provision_____.]*
SCC 27.2	*[Note: If there is to be no restriction on the future use of these documents by either Party, this* ***Clause SCC 27.2*** *should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* [The Consultant/Firm shall not use these *[insert what applies……documents and software……..]* for purposes unrelated to this contract without the prior written approval of the procuring entity.*]* OR [The procuring entity shall not use these *[insert what applies……documents and software……..]* for purposes unrelated to this contract without the prior written approval of the Consultant.] OR

	[Neither Party shall use these *[insert what applies…….documents and software……..]* for purposes unrelated to this contract without the prior written approval of the other Party.]
SCC 35.1 **(a) through (f)**	*[**Note**: List here any changes or additions to **Clause GCC 35.1**or state "none".]*
SCC 35.1(g)	*[**Note**: List here any other assistance to be provided by the procuring entity or state "none".]*
SCC 41.2	The ceiling in foreign currency or currencies is: _____ *[insert amount and currency for each currency] [indicate: inclusive or exclusive]* of local indirect taxes. The ceiling in local currency is: _____ *[insert amount and currency] [indicate: inclusive or exclusive]* of local indirect taxes. Any indirect local taxes chargeable in respect of this contract for the consulting services provided by the Consultant shall *[insert as appropriate: "be paid" or "reimbursed"]* by the procuring entity *[insert as appropriate: "for" or "to"]* the Consultant.
SCC 42.3	Price adjustment on the remuneration *[insert "applies" or " does not apply"]* *[Note: If the contract is less than 18 months, price adjustment does not apply.* *If the contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for Jamaica. A sample provision is provided below for guidance:* *[*Payments for remuneration made in *[foreign and/or local]* currency shall be adjusted as follows: (1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the contract Effectiveness date) by applying the following formula: $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ {or $R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$}

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the contract.

The Consultant/Firm shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]*

(2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]* the calendar month after the date of the contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \qquad \{\text{or} \qquad R_l = R_{lo} \times \left[\ 0.1 + 0.9 \frac{I_l}{I_{lo}}\ \right]\}$$

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in Jamaica the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in Jamaica for the month of the date of the contract.

The procuring entity shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*]

(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the

	number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.
SCC 43.1 and SCC 43.2	The procuring entity warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):* *OR* *Depending on whether the procuring entity shall pay the withholding tax or the Consultant has to pay, include the following:* "the procuring entity shall pay on behalf of the Consultant/Firm, the Sub-consultants and the Experts," OR "the procuring entity shall reimburse the Consultant/Firm, the Sub-consultants and the Experts"] any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law in Jamaica, on the Consultant/Firm, the Sub-consultants and the Experts in respect of: a. any payments whatsoever made to the Consultant/Firm, Sub-consultants and the Experts (other than nationals or permanent residents of Jamaica), in connection with the carrying out of the consulting services; b. any equipment, materials and supplies brought into Jamaica by the Consultant/Firm or Sub-consultants for the purpose of carrying out the services and which, after having been brought into such territories, will be subsequently withdrawn by them; c. any equipment imported for the purpose of carrying out the services and paid for out of funds provided by the procuring entity and which is treated as property of the procuring entity; d. any property brought into Jamaica by the Consultant/Firm, any Sub-consultants or the Experts (other than nationals or permanent residents of the procuring entity's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from Jamaica, provided that: (i) the Consultant/Firm, Sub-consultants and experts shall follow the usual customs procedures of Jamaica in importing property into Jamaica; and (ii) if the Consultant/Firm, Sub-consultants or Experts do not withdraw but dispose of any property in Jamaica upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Jamaica, or (b) shall reimburse them to the procuring entity if they were paid by the procuring entity at the time the property in question was brought into Jamaica.

SCC 44.1	The currency*(ies)* of payment shall be the following: *[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]*
SCC 45.1(a)	*[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the procuring entity in equal installments against the statements for the first *[insert number]* months of the consulting services until the advance payment has been fully set off. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.
SCC 45.1(b)	*[Note: Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:* The Consultant/Firm shall submit to the procuring entity itemized statements at time intervals of _____ *[e.g. "every quarter", "every six months", "every two weeks", etc.]*.]
SCC 45.1(e)	The accounts are: for foreign currency: *[insert account]*. for local currency: *[insert account]*.
SCC 46.1	The interest rate is: *[insert rate]*.
SCC 48	**Amicable Settlement** Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the procuring entity and Consultant/Firm by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parities may mutually agree, then the Parties will jointly agree, within ten (10) days after the date of expiration of the period in which the Parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the Parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the procuring entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The

	Mediator shall not have the power to impose a settlement on the Parties. If the dispute is not resolved between the Parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the Parties may mutually agree, the mediator shall advise the Parties of the failure of the Mediation. For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute. For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both Parties. **Dispute Settlement** In the event of the failure of the mediation between Parties, the mediator will record those verifiable facts that the Parties have agreed. Subsequently the case will be handled by arbitration. The Parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Consultant/Firm shall continue to perform the consulting services in accordance with this contract. Failure to do so shall be considered a breach of contract.
SCC 49.1	The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) *Arbitration Rules of 1976.* For contracts with foreign suppliers, any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.

III. Appendices

Appendix A – Terms of Reference

*[**Note:** This Appendix shall include the final Terms of Reference (TORs) worked out by the procuring entity and the Consultant/Firm during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; procuring entity's input, including counterpart personnel assigned by the procuring entity to work on the Consultant/Firm's team; specific tasks that require prior approval by the procuring entity.*

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the Ref and modified based on the Forms TECH-1 through TECH-5 in the Consultant/Firm's Proposal. Highlight the changes to Section 5 of the Ref]

If the consulting services consist of or include the supervision of civil works, the following action that require prior approval of the procuring entity shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant/Firm as "Engineer", for which action, pursuant to such civil works contract, the written approval of the procuring entity as "procuring entity" is required.]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant/Firm's Technical Proposal and finalized at the contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from Jamaica; entitlement, if any, to leave pay; public holidays in Jamaica that may affect Consultant/Firm's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

   [Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant/Firm's Proposal and reflect any changes agreed at the contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *When the procuring entity has requested the Consultant/Firm to clarify the breakdown of very high remuneration rates at the contract's negotiations also add the following:*

   "The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the Ref "Consultant/Firms' Representations regarding Costs and Charges" submitted by the Consultant to the procuring entity prior to the contract's negotiations.

   Should these representations be found by the procuring entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the procuring entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive

effect and, in case remuneration has already been paid by the procuring entity before any such modification, (i) the procuring entity shall be entitled to offset any excess payment against the next monthly payment to the Consultant/Firms, or (ii) if there are no further payments to be made by the procuring entity to the Consultant/Firms, the Consultants/Firms shall reimburse to the procuring entity any excess payment within thirty (30) days of receipt of a written claim of the procuring entity. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final statement approved by the procuring entity in accordance with Clause GCC 45.1(d) of this contract."]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant/Firm's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the consulting services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in *[insert name of currency]*)*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges [1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the procuring entity's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4
* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

Appendix D – Reimbursable Expenses Cost Estimates

1.[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant/Firm's Proposal and reflect any changes agreed at the contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.]

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the contract amount.

Appendix E - Form of Advance Payments Guarantee

[The bank, as requested by the successful Consultant/Firm, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Ref No. and title: *[insert number and title of bidding process]*

[procuring entity's letterhead]

Beneficiary: *[insert legal name and address of procuring entity]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Consultant/Firm]* (hereinafter called "the Consultant/Firm") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Consultant/Firm, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[1] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Consultant/Firm is in breach of its obligation under the Contract because the Consultant/Firm used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Consultant/Firm on its account *[insert number and domicile of the account]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant/Firm as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant/Firm under the Contract until *[insert date*[2]*]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

_____

[signature(s) of authorized representative(s) of the bank]

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1 *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.*

2 *Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

S T A N D A R D F O R M O F C O N T R A C T

CONSULTANT'S SERVICES: LUMP-SUM

Project Name _____

Contract No. _____

between

_____

[Name of the procuring entity]

and

_____

[Name of the Consultant/Firm]

Dated: _____

I. Form of Contract – Lump-Sum

This CONTRACT (hereinafter called the "contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of procuring entity]* (hereinafter called the "procuring entity") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant/Firm").

*[**Note**: If the Consultant/Firm consist of more than one entity, the above should be partially amended to read as follows: "*…(hereinafter called the "procuring entity") and, on the other hand, a JV *[Name of JV]* consisting of the following entities, each member of which will be jointly and severally liable to the procuring entity for all the Consultant/Firm's obligations under this contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant/Firm").]

WHEREAS

(a) the procuring entity has requested the Consultant/Firm to provide certain consulting services as defined in this contract (hereinafter called the "consulting services");

(b) the Consultant/Firm, having represented to the procuring entity that it has the required professional skills, expertise and technical resources, has agreed to provide the consulting services on the terms and conditions set forth in this contract;

(c) the procuring entity has received public funds towards the cost of the consulting services;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

   (a) The General Conditions of Contract;

   (b) The Special Conditions of Contract;

   (c) Appendices:

   Appendix A: Terms of Reference

   Appendix B: Key Experts

   Appendix C: Breakdown of Contract Price

   Appendix D: Form of Advance Payments Guarantee

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the procuring entity and the Consultant shall be as set forth in the contract, in particular:

   (a) the Consultant/Firm shall carry out the consulting services in accordance with the provisions of the contract; and

   (b) the procuring entity shall make payments to the Consultant/Firm in accordance with the provisions of the contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of procuring entity]*

[Authorized Representative of the procuring entity – name, title and signature]

For and on behalf of *[Name of Consultant/Firm or Name of a JV]*

[Authorized Representative of the Consultant/Firm – name and signature]

*[**Note**: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached].*

For and on behalf of each of the members of the Consultant/Firm [insert the Name of the JV]

[Name of the lead member]

[Authorized Representative on behalf of a JV]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract – Lump Sum

A. General Provisions

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in Jamaica, as they may be issued and in force from time to time.

(b) "procuring entity" means the executing agency that signs the contract for the services with the selected Consultant/Firm.

(c) "Consultant/Firm" means a legally-established professional consulting firm or entity selected by the procuring entity to provide the services under the signed contract.

(d) "consulting services" means consulting services provided by a person or firm as a consultant/firm that are of an intellectual, research, technical or advisory nature and the services to be performed by the Consultant/Firm pursuant to the contract.

(e) "contract" means the legally binding written agreement signed between the procuring entity and the Consultant/Firm and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (**SCC**), and the Appendices).

(f) "Day" means a working day unless indicated otherwise.

(g) "Effective Date" means the date on which this contract comes into force and effect pursuant to Clause GCC 11.

(h) "Electronic communications" means the transfer of information using electronic or similar media and the recording of information using electronic media.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant/Firm, Sub-consultant or JV member(s) assigned by the Consultant/Firm to perform the services or any part thereof under the contract.

(j) "Foreign Currency" means any currency other than the currency of the procuring entity's country.

(k) "GCC" mean these General Conditions of Contract.

(l) "Government" means the government of Jamaica or "GoJ".

(m) "in writing" means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.

(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract.

(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the services under the contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's Proposal.

(p) "Local Currency" means the currency of Jamaica.

(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant/Firm or its Sub-consultant to perform the services or any part thereof under the contract.

(r) "Party" means the procuring entity or the Consultant/Firm, as the case may be, and "Parties" means both of them.

(s) "Procurement Review Board" or "Review Board" means the body established in accordance with Section 50 of the Act.

(t) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(u) "services" means any object of procurement other than goods and works, and includes consulting services.

(v) "Sub-consultants" means an entity to whom/which the Consultant/Firm subcontracts any part of the services while remaining solely liable for the execution of the contract.

(w) "Third Party" means any person or entity other than the Government, the procuring entity, the Consultant/Firm or a Sub-consultant.

2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the procuring entity and the Consultant/Firm. The Consultant/Firm, subject to this contract, has complete charge of the Experts and Sub-consultants, if any, performing the consulting services and shall be fully responsible for the consulting services performed by them or on their behalf hereunder

3. Law Governing Contract

3.1 This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1 This contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this contract.

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1 The consulting services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the procuring entity may approve.

8. Authority of Member in Charge

8.1 In case the Consultant is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant/Firm's rights and obligations towards the procuring entity under this contract, including without limitation the receiving of instructions and payments from the procuring entity.

9. Authorized Representatives

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the procuring entity or the Consultant/Firm may be taken or executed by the officials specified in the **SCC**.

10. Fraud and Corruption

10.1 The Government of Jamaica requires that all Parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

10.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.

10.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall

(a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

(b) have their Proposal rejected if it is determined that the Proposal or Consultant/Firm is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica

(c) risk other sanctions provided for in the Act or the regulations.

i. Commissions and Fees

10.4 The procuring entity requires the Consultant/Firm to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the contract and/or sanctions by the procuring entity.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1 This contract shall come into force and effect on the date (the "Effective Date") of the procuring entity's notice to the Consultant/Firm instructing the Consultant/Firm to

begin carrying out the consulting services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1 If this contract has not become effective within such time period after the date of contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1 The Consultant/Firm shall confirm availability of Key Experts and begin carrying out the consulting services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1 This contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the consulting services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1 For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

c. Measures to be Taken

17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7 Any period within which a Party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 During the period of their inability to perform the consulting services as a result of an event of Force Majeure, the Consultant/Firm, upon instructions by the procuring entity, shall either:

(a) demobilize, in which case the Consultant/Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the consulting services; or

(b) continue with the consulting services to the extent reasonably possible, in which case the Consultant/Firm shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1 The procuring entity may, by written notice of suspension to the Consultant/Firm, suspend all payments to the Consultant/Firm hereunder if the Consultant/Firm fails to perform any of its obligations under this contract, including the carrying out of the consulting services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant/Firm to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant/Firm of such notice of suspension.

19. Termination

19.1 This contract may be terminated by either Party as per provisions set up below:

a. By the procuring entity

19.1.1. The procuring entity may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the procuring entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant/Firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) If the Consultant/Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant/Firm becomes (or, if the Consultant/Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant/Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

(d) If, as the result of Force Majeure, the Consultant/Firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days;

(e) If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this contract;

(f) If the Consultant/Firm fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if it is determined that the Consultant/Firm has engaged under the Applicable Law in fraud and corruption, as defined in GCC Clause 10, in competing for or in executing the contract, then the procuring entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant/Firm's employment under the contract.

b. By the Consultant/Firm

19.1.3. The Consultant/Firm may terminate this contract, by not less than thirty (30) calendar days' written notice to the procuring entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the procuring entity fails to pay any money due to the Consultant/Firm pursuant to this contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant/Firm that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant/Firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days.

(c) If the procuring entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the procuring entity is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or

such longer period as the Consultant may have subsequently approved in writing) following the receipt by the procuring entity of the Consultant/Firm's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant/Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of consulting services

19.1.5. Upon termination of this contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the consulting services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant/Firm and equipment and materials furnished by the procuring entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this contract, the procuring entity shall make the following payments to the Consultant/Firm:

(a) Payment for consulting services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

20.1 The Consultant/Firm shall perform the consulting services and carry out the consulting services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant/Firm shall always act, in respect of any matter relating to this contract or to the consulting services, as a faithful adviser to the procuring entity, and shall at all times support and safeguard the procuring entity's legitimate interests in any dealings with the third Parties.

20.2 The Consultant/Firm shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the consulting services.

20.3 The Consultant/Firm may subcontract part of the consulting services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the procuring entity. Notwithstanding such approval, the Consultant/Firm shall retain full responsibility for the consulting services.

b. Law Applicable to Services

20.4 The Consultant/Firm shall perform the consulting services in accordance with the contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the contract, the Consultant/Firm shall comply with the import of goods and services prohibitions in Jamaica when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The procuring entity shall notify the Consultant/Firm in writing of relevant local customs, and the Consultant/Firm shall, after such notification, respect such customs.

21. Conflict of Interest

21.1 The Consultant/Firm shall hold the procuring entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1. The payment of the Consultant/Firm pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant/Firm's only payment in connection with this contract and, subject to Clause GCC 21.1.3, the Consultant/Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2. Furthermore, if the Consultant/Firm, as part of the consulting services, has the responsibility of advising the procuring entity on the procurement of goods, works or services, the Consultant/Firm shall comply with the applicable policies of the Government of Jamaica, and shall at all times exercise such responsibility in the best interest of the procuring entity. Any discounts or commissions obtained by the Consultant/Firm in the exercise of such procurement responsibility shall be for the account of the procuring entity.

b. Consultant/Firm and affiliates Not to Engage in Certain Activities

21.1.3. The Consultant/Firm agrees that, during the term of this contract and after its termination, the Consultant/Firm and any entity affiliated with the Consultant/Firm, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the

Consultant/Firm's consulting services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

c. Prohibition of Conflicting Activities

21.1.4. The Consultant/Firm shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5. The Consultant/Firm has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their procuring entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant/Firm or the termination of its contract.

22. Confidentiality

22.1 Except with the prior written consent of the procuring entity, the Consultant/Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the consulting services, nor shall the Consultant/Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the consulting services.

23. Liability of the Consultant/Firm

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant/Firm's liability under this contract shall be as determined under the Applicable Law.

24. Insurance to be Taken by the Consultant/Firm

24.2 The Consultant/Firm (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the procuring entity, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the procuring entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant/Firm shall ensure that such insurance is in place prior to commencing the consulting services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant/Firm shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the consulting services, and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant/Firm shall permit and shall cause its Sub-consultants to permit, the procuring entity and/or persons appointed by the procuring entity to inspect the Site and/or all accounts and records relating to the performance of the contract and the submission of the Proposal to provide the consulting services, and to have such accounts and records audited by auditors appointed by the procuring entity if requested by the procuring entity. The Consultant/Firm's attention is drawn to Clause GCC 10.4

which provides, inter alia, that acts intended to materially impede the exercise of the procuring entity's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Government's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant/Firm shall submit to the procuring entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said **Appendix**.

27. Proprietary Rights of the procuring entity in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant/Firm for the procuring entity in the course of the consulting services shall be confidential and become and remain the absolute property of the procuring entity. The Consultant/Firm shall, not later than upon termination or expiration of this contract, deliver all such documents to the procuring entity, together with a detailed inventory thereof. The Consultant/Firm may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this contract without prior written approval of the procuring entity.

27.2 If license agreements are necessary or appropriate between the Consultant/Firm and third Parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant/Firm shall obtain the procuring entity's prior written approval to such agreements, and the procuring entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant/Firm by the procuring entity, or purchased by the Consultant/Firm wholly or partly with funds provided by the procuring entity, shall be the property of the procuring entity and shall be marked accordingly. Upon termination or expiration of this contract, the Consultant/Firm shall make available to the procuring entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the procuring entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant/Firm, unless otherwise instructed by the procuring entity in writing, shall insure them at the expense of the procuring entity in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant/Firm or its Experts into Jamaica for the use either for the project or personal use shall remain the property of the Consultant/Firm or the Experts concerned, as applicable.

D. Consultant/Firm's Experts and Sub-Consultants

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the consulting services of each of the Consultant/Firm's Key Experts are described in **Appendix B.**

30. Replacement of Key Experts

30.1 Except as the procuring entity may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during contract execution may be considered only based on the Consultant/Firm's written request and due to circumstances outside the reasonable control of the Consultant/Firm, including but not limited to death or medical incapacity. In such case, the Consultant/Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the procuring entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the procuring entity determine that Consultant/Firm's Expert of Sub-consultant have engaged in fraudulent or corrupt practice in accordance with the Applicable Law while performing the consulting services, the Consultant/Firm shall, at the procuring entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the procuring entity to be incompetent or incapable in discharging assigned duties, the procuring entity, specifying the grounds therefore, may request the Consultant/Firm to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to procuring entity**.**

31.4 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the procuring entity.

E. Obligations of the procuring entity

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the procuring entity shall use its best efforts to:

(a) Assist the Consultant/Firm with obtaining work permits and such other documents as shall be necessary to enable the Consultant/Firm to perform the consulting services.

(b) Assist the Consultant/Firm with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Jamaica while carrying out the consulting services under the contract.

(c) Facilitate prompt clearance through customs of any property required for the consulting services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the consulting services.

(e) Assist the Consultant/Firm and the Experts and any Sub-consultants employed by the Consultant/Firm for the consulting services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Jamaica according to the Applicable Law.

(f) Assist the Consultant/Firm, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law, of bringing into Jamaica reasonable amounts of foreign currency for the purposes of the consulting services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the consulting services.

(g) Provide to the Consultant/Firm any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The procuring entity warrants that the Consultant/Firm shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the consulting services. The procuring entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant/Firm and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant/Firm or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this contract, there is any change in the Applicable Law in Jamaica with respect to taxes and duties which increases or decreases the cost incurred by the Consultant/Firm in performing the consulting services, then the remuneration and reimbursable expenses otherwise payable to the Consultant/Firm under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price amount specified in Clause GCC 38.1.

35. Services, Facilities and Property of the procuring entity

35.1 The procuring entity shall make available to the Consultant/Firm and the Experts, for the purposes of the consulting services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The procuring entity shall make available to the Consultant/Firm free of charge such professional and support counterpart personnel, to be nominated by the procuring entity with the Consultant/Firm's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding procuring entity's liaison personnel, shall work under the exclusive direction of the Consultant/Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant/Firm that is consistent with the position occupied by such member, the Consultant/Firm may request the replacement of such member, and the procuring entity shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the consulting services performed by the Consultant/Firm under this contract, the procuring entity shall make such payments to the Consultant/Firm for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. Payments to the Consultant/Firm

38. Contract Price

38.1 The contract price is fixed and is set forth in the **SCC.** The contract price breakdown is provided in **Appendix C**.

38.2 Any change to the contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of consulting services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A.**

39. Taxes and Duties

39.1 The Consultant/Firm, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at contract negotiations) are reimbursed to the Consultant/Firm or are paid by the procuring entity on behalf of the Consultant/Firm.

40. Currency of Payment

40.1 Any payment under this contract shall be made in the currency(ies) of the contract, unless specified in the **SCC**.

41. Mode of Billing and Payment

41.1 The total payments under this contract shall not exceed the contract price set forth in Clause GCC 38.1.

41.2 The payments under this contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC.**

41.2.1. *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the procuring entity in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the procuring entity shall have approved in writing. The advance payments will be set off by the procuring entity in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2. *The Lump-Sum Installment Payments.* The procuring entity shall pay the Consultant/Firm within sixty (60) days after the receipt by the procuring entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the procuring entity does not approve the submitted deliverable(s) as satisfactory in which case the procuring entity shall provide comments to the Consultant/Firm within the same sixty (60) days period. The Consultant/Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3. *The Final Payment.* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant/Firm and approved as satisfactory by the procuring entity. The consulting services shall then be deemed completed and finally accepted by the procuring entity. The last lump-sum installment shall be deemed approved for payment by the procuring entity within ninety (90) calendar days after receipt of the final report by the procuring entity unless the procuring entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the consulting services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this contract shall be made to the accounts of the Consultant/Firm specified in the SCC

41.2.4. With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole consulting services nor relieve the Consultant/Firm of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the procuring entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.1.2, interest shall be paid to the Consultant/Firm on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

H. Settlement of Disputes

44. Amicable Settlement

44.1 The procuring entity and the Consultant/Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

44.2 If, after twenty-eight (28) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the procuring entity or the Consultant/firm may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

44.3 Notwithstanding any reference to arbitration herein,

a. the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b. the procuring entity shall pay the Consultant/Firm any monies due the Consultant.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
SCC 6.1 and 6.2	The addresses are: procuring entity :_____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted):_____ Consultant/Firm : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
SCC 8.1	*[**Note**: If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a JV consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* The Lead Member on behalf of the JV is *[insert name of the member]]*
SCC 9.1	The Authorized Representatives are: For the procuring entity: *[name, title]* _____ For the Consultant: *[name, title]* _____
SCC 11.1	The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*
SCC 12.1	Termination of contract for Failure to Become Effective: The time period shall be _____ *[insert time period, e.g.: four months]*.
SCC 13.1	Commencement of consulting services:

	The number of days shall be_____ *[e.g.: ten]*. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the procuring entity in writing as a written statement signed by each Key Expert.
SCC 14.1	Expiration of contract: The time period shall be _____ *[insert time period, e.g.: twelve months]*.
SCC 21.1.3	The procuring entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes_____ No _____ *[If "Yes" is indicated, please include: Such exceptions should comply with the GoJ's procurement policy provisions on conflict of interest.]*
SCC 23.1	No additional provisions. *[OR]* The following limitation of the Consultant's Liability towards the procuring entity can be subject to the contract's negotiations: "Limitation of the Consultant's Liability towards the procuring entity: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the consulting services, the Consultant, with respect to damage caused by the Consultant to the procuring entity's property, shall not be liable to the procuring entity: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds *[insert a multiplier, e.g.: one, two, three]* times the total value of the contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the consulting services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert* "Applicable Law*", if it is the law of the procuring entity's country, or insert* "Applicable Law in the procuring entity's country", *if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of Jamaica]*.

	[Notes to the procuring entity and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the contract should be carefully scrutinized by the procuring entity.]
SCC 24.1	The insurance coverage against the risks shall be as follows: *[Note: Delete what is not applicable except (a)]*. (a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the contract]*; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the procuring entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the Applicable Law in Jamaica"]*; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the Applicable Law in the procuring entity's country"]*; (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the Consultant/Firm's property used in the performance of the consulting services, and (iii) any documents prepared by the Consultant in the performance of the consulting services.
SCC 27.1	*[Note: If applicable, insert any exceptions to proprietary rights provision_____.]*
SCC 27.2	*[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* *[*The Consultant/Firm shall not use these *[insert what applies……documents and software……..]* for purposes unrelated to this contract without the prior written approval of the procuring entity.*]* *[OR]* [The procuring entity shall not use these *[insert what applies……documents and software……..]* for purposes unrelated to this contract without the prior written approval of the Consultant.]

	[OR] *[*Neither Party shall use these *[insert what applies……..documents and software……..]* for purposes unrelated to this contract without the prior written approval of the other Party.*]*
SCC 32.1 **(a) through (f)**	*[Note: List here any changes or additions to Clause GCC 35.1 or state "none".]*
SCC 32.1(g)	*[Note: List here any other assistance to be provided by the procuring entity or state "none".]*
SCC 38.1	The contract price is: _____ *[insert amount and currency for each currency as applicable] [indicate:* inclusive *or* exclusive*]* of local indirect taxes. Any indirect local taxes chargeable in respect of this contract for the consulting services provided by the Consultant/Firm shall *[insert as appropriate: "*be paid*" or "*reimbursed*"]* by the procuring entity *[insert as appropriate: "*for*"*or *"*to*"]* the Consultant/Firm.
SCC 39.1 and SCC 39.2	The procuring entity warrants that *[choose one applicable option consistent with the ITC 16.3 and the outcome of the contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):* *[OR]* *Depending on whether the procuring entity shall pay the withholding tax or the Consultant has to pay, include the following:* "the procuring entity shall pay on behalf of the Consultant/Firm, the Sub-consultants and the Experts,*" OR "*the procuring entity shall reimburse the Consultant/Firm, the Sub-consultants and the Experts*"]* any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant/Firm, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant/Firm, Sub-consultants and the Experts (other than nationals or permanent residents of Jamaica), in connection with the carrying out of the consulting services; (b) any equipment, materials and supplies brought into Jamaica by the Consultant/Firm or Sub-consultants for the purpose of carrying out the services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the services and paid for out of funds provided by the procuring entity and which is treated as property of the procuring entity;

	(d) any property brought into Jamaica by the Consultant/Firm, any Sub-consultants or the Experts (other than nationals or permanent residents of the procuring entity's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the procuring entity's country, provided that: i) the Consultant/Firm, Sub-consultants and experts shall follow the usual customs procedures of Jamaica in importing property into Jamaica; and ii) if the Consultant/Firm, Sub-consultants or Experts do not withdraw but dispose of any property in Jamaica upon which customs duties and taxes have been exempted, the Consultant/Firm, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Jamaica, or (b) shall reimburse them to the procuring entity if they were paid by the procuring entity at the time the property in question was brought into Jamaica.
SCC 40.1	The currency(ies) of payment shall be the following:
SCC 41.2	The payment schedule: *[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]* 1st payment: *[insert the amount of the installment, percentage of the total contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]* 2nd payment: _____ ……:_____ Final payment: _____ *[Note: Total sum of all installments shall not exceed the contract price set up in SCC38.1.]*
SCC 41.2.1	***[Note**: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment *[*of *[insert amount]* in foreign currency*]* *[*and of *[insert amount]* in local currency*]* shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the procuring entity. The advance payment will be

	set off by the procuring entity in equal portions against *[*list the payments against which the advance is offset*]*. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
SCC 41.2.3	The accounts are: for foreign currency: *[insert account]*. for local currency: *[insert account]*.
SCC 42.1	The interest rate is: *[insert rate]*.
SCC 44	**Amicable Settlement** Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the procuring entity and Consultant/Firm by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parities may mutually agree, then the Parties will jointly agree, within ten (10) days after the date of expiration of the period in which the Parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the Parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the procuring entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the Parties. If the dispute is not resolved between the Parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the Parties may mutually agree, the mediator shall advise the Parties of the failure of the Mediation. For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute. For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both Parties. **Dispute Settlement** In the event of the failure of the mediation between Parties, the mediator will record those verifiable facts that the Parties have agreed. Subsequently the case will be handled by arbitration. The Parties agree to accept the award of the Arbitrator as binding and irrevocable with in

	the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Consultant/Firm shall continue to perform the consulting services in accordance with this contract. Failure to do so shall be considered a breach of contract.
SCC 45.1	The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) *Arbitration Rules of 1976.* For contracts with foreign suppliers, any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.

IV. Appendices

Appendix A – Terms of Reference

*[**Note:** This Appendix shall include the final Terms of Reference (TORs) worked out by the procuring entity and the Consultant/Firm during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant/Firm will be made; procuring entity's input, including counterpart personnel assigned by the procuring entity to work on the Consultant/Firm's team; specific tasks or actions that require prior approval by the procuring entity.*

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the Ref and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 5 of the Ref]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant/Firm's Technical Proposal and finalized at the contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C – Breakdown of Contract Price

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant/Firm's Proposal and reflect any changes agreed at the contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant/Firm has been selected under a technical weighting of 90 and above, the procuring entity shall, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the Ref "Consultants/Firm' Representations regarding Costs and Charges" submitted by the Consultant/Firm to the procuring entity prior to the contract's negotiations.

Should these representations be found by the procuring entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the procuring entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the procuring entity before any such modification, (i) the procuring entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants/Firm, or (ii) if there are no further payments to be made by the procuring entity to the Consultants/Firms, the Consultants/Firms shall reimburse to the procuring entity any excess payment within thirty (30) days of receipt of a written claim of the procuring entity. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final statement approved by the procuring entity in accordance with Clause GCC 45.1(d) of this contract."

Model Form I

Breakdown of Agreed Fixed Rates in Consultant/Firm's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in *[insert name of currency]*)*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges [1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the procuring entity's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4
* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

Appendix D - Form of Advance Payments Guarantee

[The bank, as requested by the successful Consultant/Firm, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
Ref No. and title: *[insert number and title of bidding process]*

[procuring entity's letterhead]

Beneficiary: *[insert legal name and address of procuring entity]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Consultant/Firm]* (hereinafter called "the Consultant/Firm") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Consultant/Firm, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[3] in figures and words]* upon receipt by us of your first demand in writing declaring that the Consultant/Firm is in breach of its obligation under the Contract because the Consultant/Firm used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Consultant/Firm on its account *[insert number and domicile of the account]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant/firm as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant/Firm under the Contract until *[insert date[4]]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

_____

[signature(s) of authorized representative(s) of the bank]

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[3] *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.*

[4] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*