

Government of Jamaica

Ministry of Science, Energy and Technology

Request for Proposal

MSET/CS/July2021/02

CONSULTANCY FOR MANAGEMENT/OPERATIONAL AUDIT OF INTERNATIONAL CENTER FOR THE NATIONAL COMMISSION ON SCIENCE AND TECHNOLOGY (NCST)

July 2021



MINISTRY OF SCIENCE, ENERGY AND TECHNOLOGY

PCJ Building, 36 Trafalgar Road, Kingston 10, Jamaica W.I.
Tel. (876) 929-8990-9 **Fax**: (876) 960-1623
E-mail: info@mset.gov.jm Website: http://www.mset.gov.jm

INVITATION TO QUOTE
Ref No: MSET/CS/July2021/02

July 16, 2021

Dear Madam/Sir

Subject: Consultancy for Management/Operational Audit of the National Commission on Science and Technology (NCST)

1. The Ministry of Science, Energy and Technology (MSET) utilizing public funds invites you to submit your proposal for the delivery of the consulting services as per the attached Terms of Reference at Section 2.
2. The proposal should be submitted electronically to procurement@mset.gov.jm.
3. Only a proposal from the eligible Consultant as defined in paragraph 1 of Section 1, Instructions to Consultant will be considered.
4. The proposal must be submitted on or before **Monday, August 2, 2021 at 4:00 p.m. EST.**
5. No bid security is required.
6. Please confirm whether or not you will submit a proposal by email to: procurement@mset.gov.jm quoting the reference no later than **Monday, July 26, 2021.**

Ministry of Science, Energy and Technology

Addenda

Section 1	Instructions to Consultant
Section 2	Terms of Reference
Section 3	Form of Proposal
Section 4	Form of Contract Agreement

Section 1: Instructions to Consultant

1. Eligibility of the Consultant

i. The consultant must meet the following criteria to be eligible for the procurement contract award:
   a. In accordance with the Public Procurement Regulation17, the Consultant and any named subcontractor shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica as part of their bid. Proof of Tax Compliance is a valid copy of the Tax Compliance Letter (TCL).
   b. The Consultant must provide a valid copy of their Tax Compliance Letter (TCL).
   c. The Consultant must have received this invitation directly from the procuring entity.

2. Qualification of the Consultant

i. The consultant must meet the following qualification requirements to be considered for the procurement contract award:
   a. Evidence as a Consultant in the execution of at least one work of the nature and complexity equivalent to the works included in this Invitation, over the last three years.
   b. The Consultant may not subcontract any part of the works.

3. Fraud, Corruption and Other Prohibited Practices

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

3.2 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.

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

i. be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

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

iii. risk other sanctions provided for in the Act or the regulations.

3.3 Furthermore, Consultant shall be aware of the provision stated in Sub-Clause 7.2 (c) of the General Conditions of Contract.

4 Eligible Consultant

4.1 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission.

4.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate compliance with Section 15 of the Act at the time of bid submission.

4.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request

5 Disqualified Consultant

5.1 A Consultant shall not have a conflict of interest. All Consultant found to have a conflict of interest shall be disqualified. Consultant may be considered to have a conflict of interest with one or more parties in this bidding process, if they 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 the goods to be purchased under this bidding document; or that has been hired (or is proposed to be hired) by the procuring entity as Project Manager for the Contract.

5.2 A Consultant that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.

5.3 A Consultant falling in any of the disqualification grounds in sections 18 and 19 of The Public Procurement Regulations 2018 shall be disqualified.

6 Joint Venture

6.1 Consultants shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 14. This does not limit the participation of Subcontractors in more than one bid.

6.2 A Consultant 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, there is no limit on the number of members in a JV.

6.3 Except as provided in ITB Sub-Clauses 5.2 and 6.1, this bidding process is open to:

(a) if a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, those firms - in case of JV with the same partner(s) and JV - that have been pre-qualified. The procuring entity will specify whether pre-qualified Consultant may submit joint bids; or

(b) if a pre-qualification process has not been undertaken for the Contract(s) for which these bidding documents have been issued, then the provision of sub-clauses 5.3 and 47.1 apply.

7. Documents comprising the Proposal

The proposal submitted by the Consultant shall comprise the following documents:

- Signed Letter of Proposal on your company Letter Head.
- Signed Technical Response including Work Plan, Team Composition and Inputs and Curriculum Vitae (CV).
- Signed FIN-2, FIN-3 and FIN-4
- TCL

8. Proposal and Evaluation Criteria

The Consultant must submit a proposal for all the services specified in Section 2 Terms of Reference.

A partial proposal shall be deemed non-responsive.

This is a Lump-sum assignment.

The procuring entity may award the contract to the Consultant following the evaluation and any negotiation.

9. Financial Proposal

Proposals must be stated in Jamaican Dollars using the forms at 3. All custom duties, import and any other taxes or fees applicable for materials or works imported in Jamaica and GCT should be presented separately, where applicable.

Prices shall remain fixed and not subject to adjustment during the period of performance of the contract.

The Consultant 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.

10. **Validity of Proposal**

Your Proposal should be valid for a period of sixty (60) days from the deadline for submission.

11. **Language of the Proposal**

All documents relating to the proposal and contract shall be in the English language.

12. **Signing of the Proposal**

The original 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.

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

13. **Submission of the proposal**

The proposal must be submitted electronically.

The Consultant may modify or withdraw its quotation once submitted but only prior to the deadline for submission.

14. **Deadline for Submission**

The proposal must be submitted to the procuring entity no later than **Monday, August 2, 2021 at 4:00 p.m. EST.**

There shall be no public opening of the proposal.

15. **Late Proposals**

The procuring entity shall not consider any proposal that arrives after the deadline for submission. All late proposals shall be declared late and rejected.

16. **Confidentiality**

Information relating to the examination, evaluation, and comparison of proposal and recommendation for the procurement contract award shall not be disclosed to Consultant or any other persons not officially concerned with the procurement proceedings until publications of the contract award.

Any attempt by the Consultant or any person to influence the procuring entity during the procurement process, pursuant to Section 46 of the Act, shall result in the rejection of the proposal.

17. **Negotiation**

The procuring entity may seek to negotiate and obtain a reduction in bid price in order to ensure best value for money.

18. **Procuring Entity's Right to Accept Any Proposal and to Reject any or all Proposals:**

The procuring entity reserves the right to accept or reject the proposal, and to cancel the procurement proceedings and reject the quotation, at any time prior to the award of the procurement contract, without incurring any liability to the affected the Consultant.

19. **Clarifications or Further Information**

Any request for clarification or further information must be received five (5) days before the proposal deadline. All request must be in writing to the Procurement Officer via email at the address: procurement@mset.gov.jm.

20. **Notification of Award and Signing of Contract:**

The Consultant will be notified in writing by the Procuring Entity of the contract award prior to the expiration of the validity period.

An eligible Consultant 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.

21. **Right to Reconsideration and Review**

Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible

Consultant has the right to reconsideration or review of an action or decision of the procuring entity.

Section 2 Terms of Reference

1.0 BACKGROUND

1.1 The NCST was instituted in 1993 and legislated in 2007, and is chaired by the Prime Minister, the Deputy Chair is the Ministry with responsibility for Science and Technology. The NCST was inactive for several years and was resuscitated in October 2014. Its role and function was to promote the sustainable development and utilization of local science and technology capabilities, for competitive and profitable production through education of the populace, partnership of government, private sector, academic institutions and other such bodies or institutions.

1.2 The vision of the NCST was that Science, Technology and Innovation (ST&I) would become integral to Jamaica's social, environmental and economic welfare through well-established cross-sectoral linkages working within an organized, dynamic and responsive ST&I system to facilitate the formation of strategic partnerships and playing a fundamental role in the creation of wealth and improving the quality of life for Jamaicans.

1.3 The strategic objectives/mandate of the NCST; working as a coordinating organization to ensure the achievement of the National Vision, included -

(i) to build awareness of the relevance and importance of scientific and technological innovation in Jamaica's growth and development; and

(ii) to contribute to Jamaica's sustainable development by creating an enabling environment which facilitates the building of its ST&I capacity.

The avenue for the achievement of these objectives was through; *inter alia*, -

- facilitation of the development of the new science and technology and innovation policy as a tool for sustainable national development aligned to Vision 2030;
- reduction in the information gap on the availability of R&D indicators and up-to-date information on the performance of the sector;
- mitigation of the challenges impacting the systematic collection of statistical data and information on R&D and S&T activities employing methodologies consistent with international standards and comparisons;
- contributing to the development of local institutional capacity for systematic measuring of R&D inputs in the public and private sectors;
- promoting infrastructure development among science and technology institutions for improving and attracting returns on public spending; and
- establishing the framework for a functional national nutraceutical industry (NNI).

2.0 THE ISSUE

2.1 Over the years the NCST seems to have lost direction. The organization is in need of definition. The roles and reporting arrangements need to be formalized and institutionalized (i.e. defined and shared). This will result in increased compliance for the entity, as well as improved partner relationships and greater throughput.

2.2 At present, this lack of definition has led to the NCST operating, in the main, outside of the Ministry's guidelines. This has given rise to concerns about fiscal and governance matters and priorities, the lack of Annual Reporting from the entity and that no external audit for the entity has been carried out.

2.3 It is believed that this management review would clarify the NCST's reporting obligations, as well as improve its focus and improve efficiency.

3.0 OBJECTIVES

3.1 The objectives of this consultancy is the execution of a full management review of the organization to establish a basis for operations and compliance. This will entail a proper definition of GOJ and the Ministry policies that govern all areas of operations of all MDAs, and which the NCST should abide by. This will include the creation of a reporting checklist, as well as indicating different regulations the NCST should be familiar with, including, but not limited to, the Public Bodies Management Act (PBMA), the Public Procurement Act 2015, and the Financial Audit and Administration Act. Deficiencies should be highlighted, and corrective measures identified and prioritized for action by the Ministry, the NCST Board, and its Management.

3.2 This should ensure that the NCST operates effectively, with proper control measures in place to ensure proper governance, reporting and oversight and is held accountable.

4.0 SCOPE OF WORK AND DELIVERABLES

4.1 **Areas of focus**:

4.1.1 Financial

The NCST has not had an external audit. The area that needs particular focus is the determination of the audit period to be covered to bring books to current. This has been internally determined to be since 2014, based on when the NCST was resuscitated. Once this is determined, procurement and selection of auditors will need to be effected.

4.1.2 Governance

Management need to be familiarized with all aspects of the Public Bodies Management Act, the FAA Act, The Public Procurement Act, etc.

4.2 **Outputs**

4.2.1 The consultant will have a mandate to:

- Describe precisely the organizational arrangement of the NCST and provide an overview of the Organization
- Analyze the decision-making procedures within the NCST
- Analyze the institutional environment of the NCST
- Analyze the management system.
- Analyze the channels for transmitting information and administrative, financial and accounting documents.
- Analyze the systems and tools used for the periodic checking of operations carried out.
- Examine and assess whether the NCST's budget is appropriate in view of its mandate.

4.2.2 Prepare recommendations to be included in an action plan to strengthen the Organization's structure and performance.

4.3 The deliverables and timeframe shall be:

Key Deliverables	**Timeframe for Delivery**
Inception Report/Work Plan to include methodology proposed to undertake the objectives	Within two (2) weeks of contract signing.
Interim Report should be provided to the Ministry and shall contain, *inter alia*, the following: a) Overall progress made in the assignment with reference to the Terms of Reference, with special reference to progress made; b) Difficulties, if any, encountered in carrying out the assignment and proposed solutions; c) New areas and issues encountered and the proposed approach to dealing with them.	By week six (6) of the contract
Draft Report outlining the results of the audit as outlined in the mandate of the Terms of Reference - Section 4.2.1.	By week ten (10) of the contract

Final Report satisfying the objectives of the audit and including an action plan to strengthen the Organization's structure and performance.	By week thirteen (13) of the contract.

5.0 QUALIFICATION AND EXPERIENCE OF CONSULTANT

5.1 Qualifications and Skills of Key staff to be assigned:

- A minimum of a post-graduate university degree in Public Administration, Business Administration, or equivalent;
- Strategic Management or Organisational Development with a preference for a graduate degree and relevant professional certification;

5.2 Professional Experience of key staff to be assigned:

- Five (5) years' experience in institutional analysis and diagnosis, with particular experience in governance, administration and management; and
- Evidence of ten (10) years' experience in leading process for conducting strategic organizational reviews to a successful conclusion.

6.0 EXECUTION OF WORK

6.1 The Consultant will be assigned to the Science Division of the MSET working directly with the Manager, Science Programme in seeking to achieve the objectives stated. The consultant shall carry out the work as specified under the scope of work and any other additional work deemed necessary to meet the objectives.

6.2 The consultant will submit the following reports:

- An Inception Report/Work Plan detailing the methodology proposed to undertake the objectives
- A preliminary report detailing the initial observations on the Organisation.
- A draft final report describing the general situation of the Organization in terms of operations, resources and procedures, as well as the recommendations.
- A final report.

7.0 PERFORMANCE STANDARDS

a) Deliverables are provided within agreed timeframes, are sound and reflect thorough research;
b) Professionalism, confidentiality and integrity are maintained in the execution of duties; and
c) Reports are accurately prepared and submitted within the required timeframe.

8.0 REPORTING/SUPERVISION

8.1 The Consultant will be supervised by the Manager, Science Programme.

9.0 DURATION AND CONDITIONS

9.1 The consultancy will be for a period of thirteen (13) weeks, starting from the date of engagement stated in the contract agreement with the MSET; with the possibility of an extension should the circumstances so warrant.

Section 3 Instruction to Consultant

Date: _

Ref No.: _____

To: [insert name of procuring entity]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Consultant (**ITC/F**);

(b) We offer to supply, in conformity with the Invitation the following services: _____;

(c) The total of our proposal, excluding any discounts offered in item (d) below, but including all applicable taxes is: _____

[amount of Jamaican Dollars in words], [amount in figures], ;

(d) The discounts offered and the methodology for their application are: _____;

(e) Our proposal shall be valid for a period of _____days from the date fixed the proposal submission deadline in accordance with the proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) We, including any counterpart for any part of the contract, do not have any conflict of interest in accordance with **ITC/F** f1;

(g) Our firm, its counterpart (including any counterpart for any part of the contract), are not been declared disqualified in accordance with ITC/F f2 ;

(h) 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;

(i) We have paid all taxes, duties, fees and other impositions as may be levied in Jamaica and attach a copy of our TCL to this Form.

(j) The following commissions, gratuities, or fees are to be paid with respect to the proposal process or execution of the contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

[If none has been paid or is to be paid, indicate "none."]

(k) We understand that this proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the proposal. We understand that the procuring entity may cancel the procurement proceedings at any time prior to the acceptance of the successful quotation or after the successful proposal is accepted if

(i) the Consultant 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 presenting the successful quotation is excluded on the grounds of corruption, unfair competition and a conflict of interest; or

(iv) the procurement, the quotation or the consultant contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the quotation for and on behalf of _____

Dated on _____ day of _____

Technical Response

a) ***Technical Approach, Methodology, and Organization of the consultant's/Firm's team***. *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here. Your response excluding the Work Plan, Staffing and CVs should not exceed 5 A4 pages.]*

b) ***Work Plan and Staffing***. *[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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A CV for each of the Experts proposed should be provided using the format below. 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) ***Comments (on the TOR and on counterpart staff and facilities)*** *[Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, 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.]*

Work Plan

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.

Team composition, assignment, and key experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable										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 per the TOR.
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

Curriculum Vitae (CV)

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 in which the Expert will be involved)	

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

Certification:

I certify that I have been informed by the firm that it is including my CV in the quotation for the *[name of project and contract]* and that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. 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 quotation. 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

[the same who signs the Proposal]

	Yes	No
(i) I am employed by the procuring entity		
(ii) I was part of the team who wrote the terms of reference for this consulting services assignment		

.

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 quotation 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 quotation.

Form FIN-2: Summary of Costs

Item	Cost JMD
Cost of the Financial Proposal	
Including:	
(1) **Remuneration**	
(2) **Reimbursable**	
Total Cost of the Financial Proposal: *[Should match the amount in the Letter of Quotation]*	
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:	

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 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	Person-month Remuneration Rate	Time Input in Person/Month	*Cost JMD*	
_____	**Key Experts**	_____	_____	_____	_____	
K-1			[*Home*]			
			[*Field*]			
K-2						
_____	**Non-Key Experts**	_____	_____			
N-1			[*Home*]			
			[*Field*]			
				Total Costs		

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 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	Cost JMD
	[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 4 Form of Contract Agreement

Contract No. _____

between

[Name of the procuring entity]

and

[Name of the Consultant]

Dated:

Form of Contract

This CONTRACT (the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of procuring entity]* (the "procuring entity") and, on the other hand, *[name of consultant]* (the "consultant") for the provision of *[include title of the consulting assignment/services]* (the "consulting services") described in the Terms of Reference in the Appendix A.

WHEREAS, the procuring entity has accepted the consultant's proposal for the performance of the consulting services, and the consultant is capable and willing to perform said consulting services.

The procuring entity and the consultant (the "parties") agree as follows:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of Jamaica.
2. The Contract is signed and executed in the English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is JMD *[insert amount]* and is *[indicate: inclusive or exclusive.* of local indirect taxes. The Contract price breakdown is provided in Appendix C.
4. The expected date for the commencement of the consulting services is *[insert date, month and year]* at *[insert location]*. The time period shall be *[insert time period, e.g.: twelve months]*.
5. The procuring entity designates *[insert the name and title]* as procuring entity's coordinator and the consultant designates *[insert the name and title]* as their respective representatives for the purpose of coordination of activities under this Contract.
6. Any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by *[dispute resolution in accordance with the applicable law]* or *[arbitration in accordance with the [insert applicable arbitration rules, e.g., UNCITRAL, ICC, national rules governing arbitration] as in force and effect on the date of this Contract]]*.
7. The following documents form an integral part of this Contract:
   (a) The General Conditions of Contract;
   (b) Appendices:
      Appendix A: Terms of Reference and Reporting Requirements

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

SIGNED:

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]*_____

[Authorized Representative of the consultant – name and signature]

General Conditions of Contract

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) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the consultant or Sub-consultant assigned by the consultant to perform the consulting services or any part thereof under the Contract.

(b) "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 Curricula Vitae (CV) was taken into account in the technical evaluation of the consultant's proposal.

(c) "Non-Key Expert(s)" means an individual professional provided by the consultant or its Sub-consultant to perform the consulting services or any part thereof under the Contract.

(d) "Sub-consultant" means an entity to whom/which the consultant subcontracts any part of the consulting services while remaining solely liable for the execution of the Contract.

2. Eligibility

It is the consultant's responsibility to ensure that its Experts, Sub-consultant, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements throughout the implementation of this Contract as established by the Government of Jamaica.

3. Fraud and Corruption and Prohibited Practices

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

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

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 quotation rejected if it is determined that the consultant 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.

4. Commissions and Fees Disclosure

4.1 The procuring entity requires the consultant 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 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 Government of Jamaica.

5. Force Majeure

a. Definition

5.1 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.

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

b. No Breach of Contract

5.3 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

5.4 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.

5.5 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.

5.6 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.

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

(a) demobilize, in which case the consultant 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 shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

6. Suspension

6.1 The procuring entity may, by written notice of suspension to the consultant, suspend part or all payments to the consultant hereunder if the consultant 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 to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the consultant of such notice of suspension.

7. Termination

7.1 This Contract may be terminated by either Party as per provisions set below:

a. By the procuring entity

7.2 The procuring entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the after being notified by the procuring entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the procuring entity's notice;

(b) If the consultant becomes insolvent or bankrupt;

(c) If the consultant, in the judgment of the procuring entity, has engaged in fraud and corruption or prohibited practices as defined in Attachment 1 in competing for or in performing the Contract;

(d) If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

b. By the Consultant

7.3 The Consultant consultant shall promptly notify the procuring entity in writing of any situation or any event beyond the reasonable control of the consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract.

7.4 Upon written confirmation by the procuring entity or upon failure of the procuring entity to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the consultant shall be relieved from all liability and may thereupon terminate the Contract by giving no less than fourteen (14) calendar days a written termination notice.

8. Obligations of the Consultant

a. Standard of Performance

8.1 The Consultant shall carry out the consulting services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the consulting services as is consistent with sound professional practices.

8.2 The Consultant shall act at all times so as to protect the interests of the procuring entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.

b. Compliance

8.3 The Consultant 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.

c. Conflict of Interest

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

8.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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 for the preparation or implementation of the project.

8.6 The Consultant 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.

8.7 The Consultant 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.

9. Confidentiality

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

10. Insurance to be Taken by the consultant

10.1 The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the procuring entity. The Consultant shall ensure that such insurance is in place prior to commencing the consulting services.

10.2 The procuring entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), sub-consultant, or specialists associated with the Consultant for purpose of the consulting services, nor for any dependent of any such person.

10.3 The procuring entity reserves the right to require original evidence that the consultant has taken out the necessary insurance.

11. Accounting, Inspection and Auditing

11.1 The Consultant 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.

11.2 The Consultant 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.

12. Reporting Obligations

12.1 The Consultant 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 said Appendix.

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

13.1 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 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 unless otherwise agreed by the procuring entity in writing. The consultant 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 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.

14. Description of Key Experts

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

15. Replacement of Key Experts

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

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

16. Removal of Experts or Sub-consultants

16.1 If the procuring entity finds that any of the Experts or Sub-consultant has committed a serious misconduct or has been charged with having committed a criminal action, or if the procuring entity determines that a Consultant's Expert or Sub-consultant has engaged in fraud or corruption or prohibited practices while performing the consulting services, the Consultant, shall at the procuring entity's written request, provide a replacement.

16.2 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.

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

16.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

17. Procuring entity's Payment Obligation

17.1 In consideration of the consulting services performed by the consultant under this Contract, the procuring entity shall make such payments to the Consultant for the services specified in Appendix A and in such manner as described in Appendix C.

18. Mode of Billing and Payment

18.1 The payments under this Contract shall be made in accordance with the payments provisions in Appendix C.

18.2 Payments do not constitute acceptance of the whole consulting services nor relieve the consultant of its obligations.

19. Amicable Settlement

19.1 The procuring entity and the Consultant 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.

19.2 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 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 para 6 of the Contract Form.

19.3 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 any monies due.

Appendices

Appendix A – Terms of Reference and Reporting Requirements

Appendix B - Key Experts and CVs

Team Composition, Assignment and inputs

N°	Name	Expert's input in each Deliverable or Task (D-….)[1]											Total time-input (indicate: in Months[2] or in Days)		
		Position		D-1		D-2	D-3	.....		D-...			Home[3]	Field	Total
KEY EXPERTS															
K-1	[e.g., Mr. Abbbb]	[Team Leader]													
K-2															
K-3															
										Subtotal					
NON-KEY EXPERTS															
N-1															
N-2															
										Subtotal					
										Total					

[Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[1] For Lump Sum assignments insert "X" to mark which Key Expert or Non-Key Expert is involved in each Deliverable or Task. **For Time-Based assignments**: insert input in days or month

[2] Months are counted from the start of the assignment/mobilization. **For Time-Based assignments**: 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 Jamaica or any other country outside the expert's country of residence at procuring entity's request.

Appendix C – Breakdown of Contract Price

TOTAL CONTRACT AMOUNT – LUMP SUM CONTRACT

		Currency	Amount
	(3A) Schedule of Payments for Deliverables: *[insert detailed list of payments specifying amount of each instalment, deliverable/output for which the instalment is paid and currency]*		
1.	***1st Payment for** [Deliverable 1: ……..]*		
2.	***2d Payment for** [Deliverable 2 ……...]*		
n.	**(3B) Indirect Local Taxes paid by** *[insert "procuring entity" OR "consultant"]*		

Payment Terms

The procuring entity will pay an invoice for each deliverable which must be supported by evidence of acceptance of the deliverable.