



**Government of Jamaica**

# **Public Procurement Standard Bidding Document**

**Issued on: March 10, 2023**

## **Procurement of Individual Consulting Services for:**

**Export Max – Cohort IV Market  
Penetration Planning Consultant**

**(Request for Quotation (RFQ))**

**Ref No: FCG/GOJ/CON/26**

**Procuring Entity: Planning Institute of Jamaica**

## **Abbreviations and Acronyms**

Act	Public Procurement Act, 2015
CV	Curriculum Vitae
e-GP	electronic Government Procurement System
ITC	Instructions to Individual Consultants
MOF	Ministry of Finance
Office	Office of Public Procurement Policy
regulations	The Public Procurement Regulations
RFQ	Request for Quotations
SBD	Standard Bidding Document
TCL	Tax Compliance Letter
TOR	Terms of Reference
VAT	Value Added Tax



**INVITATION TO QUOTE**  
**Ref No: FCG/GOJ/CON/26**

Dear Madam/Sir,

Subject: **Export Max – Cohort IV Market Penetration Planning Consultant**

1. The Planning Institute of Jamaica utilizing public funds invites you to submit your price quotation for the delivery of the following services:

To assist the programme in achieving its key performance indicators, that of the increase in the number of export markets penetrated, growth in export sales and number of companies now exporting.

2. The assignment has an estimated budget of JMD10, 950,000.00 for eight months.
3. Quotations will be submitted electronically (GOJEP procedures are defined in the Quick Guide for Suppliers). To participate in this tender opportunity, consultants must first be registered and know how to use the electronic Procurement System, [www.gojep.gov.jm](http://www.gojep.gov.jm). Please self- register on the e-GP System, by selecting the Register as a Supplier link from the home page.
4. Only quotations from eligible Individual Consultants as defined in paragraph 2 of Section 1, Instructions to Individual Consultants will be considered.
5. Quotations must be submitted by **11:59 pm on Thursday, March 30, 2023**.
6. The procuring entity shall negotiate the contract with the Individual Consultant with the highest technical score above 60 points.
7. No quotation securing declaration or guarantee is required.

Yours faithfully

Melvin E. Smith

Project Manager – Foundations for Competitiveness & Growth Project

Attachments

- |           |  |
|-----------|--|
| Section 1 | Instructions to Individual Consultants |
| Section 2 | Terms of Reference                     |
| Section 3 | Form of Quotation                      |
| Section 4 | Form of Contract Agreement             |

## SECTION 1 INSTRUCTIONS TO INDIVIDUAL CONSULTANTS

### 1. Eligibility of the Consultant

- 1.1 The consultant must meet the following criteria to be eligible for the procurement contract award:
- a. In accordance with the Public Procurement Regulation 17, the bidder 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). **The Bidder must provide a valid copy of their Tax Compliance Letter (TCL).**

### 2. Qualification of the Consultant

- 2.1 The consultant must meet the following qualification requirements to be considered for the procurement contract award:
- The Consultant will be required to provide at least three written letters of reference as evidence of similar work previously conducted.
  - The Consultant will be required to provide relevant qualification documents (degrees and certifications).

### 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.

### 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 consultants 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 - Not Applicable

## 7. Documents Comprising the Quotation

The quotation submitted by the Individual Consultant shall comprise the following documents:

- Signed Letter of Quotation
- Signed Curriculum Vitae (CV).
- Signed FIN-2, FIN-3 and FIN-4
- TCL

## 8. Quotation and Evaluation Criteria

- 8.1 The consultant must quote for all the services specified in Section 2 Terms of Reference.
- 8.2 A partial proposal shall be deemed non-responsive.
- 8.3 This is a Lump-sum assignment.
- 8.4 The Individual Consultant may only submit one quotation. Any Individual Consultant who submits more than one quote will have their proposal rejected.
- 8.5 The procuring entity shall evaluate the CV on the basis of their responsiveness to the TOR applying the evaluation criteria and point system specified as follows:

Criteria	Allocation of Scores <sup>1</sup>		
<b>Post graduate degree (MSc, or MBA) in Business Management, Marketing, Trade or other related disciplines</b>	With concentrations in in Business Management, Marketing, Trade or other related disciplines <b>(15 points)</b>	With concentration in other disciplines; <b>(7 points)</b>	No Master's Degree; <b>(0 points)</b>
<b>Experience in project management</b>	Evidenced by Five or more years demonstrable experience <b>(5 points)</b>	Evidenced by Three to Four years demonstrable experience; <b>(3 points)</b>	Evidenced by One to Two years demonstrable experience; <b>(1 point)</b>
<b>Experience working in a senior role in any of the following areas:</b> <ul style="list-style-type: none"> <li>• Channel Marketing</li> <li>• International Trade / International Business</li> <li>• Marketing &amp; Sales</li> </ul>	Evidenced by seven or more years' experience <b>(15 marks)</b>	Evidenced by five to six years' experience <b>(10 marks)</b>	Evidenced by one to four years' experience <b>(5 marks)</b>
<b>Experience in working with MSMEs for export or business development</b>	Evidenced by three projects in the last ten years <b>(15 marks)</b>	Evidenced by two projects in the last ten years <b>(10 marks)</b>	Evidenced by one project in the last ten years <b>(5 marks)</b>
<b>Experience in conducting Marketing Diagnostic Assessment.</b>	Evidenced by three or more projects within the last five years; <b>(20 points)</b>	Evidenced by two projects within the last five years; <b>(13 points)</b>	Evidenced by one project within the last five years; <b>(6 points)</b>

<sup>1</sup> If the submission does not fit within the allocation of scores provided for each criterion, zero points will be allocated.

<b>Experience in developing Marketing Plans and Marketing Strategies</b>	Evidenced by three or more projects within the last five years; <b>(20 points)</b>	Evidenced by two projects within the last five years; <b>(13 points)</b>	Evidenced by one project within the last five years; <b>(6 points)</b>
<b>Experience in coordination across a wide range of professional groups, people management and communication</b>	Evidenced by three or more projects within the last five years <b>(10 marks)</b>	Evidenced by two projects within the last five years <b>(7 marks)</b>	Evidenced by one project within the last five years <b>(4 marks)</b>

**Total Marks: 100**

- 8.6 The procuring entity may interview the Individual Consultants and/or request references in order to validate their qualifications and experience. ***Consultants will be required to provide at least three written letters of reference as evidence of similar work previously conducted as well as qualification documents (degrees and certifications).***
- 8.7 The Individual Consultant achieving the highest technical score over 60 will be invited for negotiations.

## **9. Financial Quotation**

- 9.1 Quotation prices must be quoted in Jamaican Dollars using the forms at Section 3. All custom duties, import and any other taxes or fees applicable for goods imported in Jamaica and GCT should be quoted separately, where applicable.
- 9.2 Prices shall remain fixed and not subject to adjustment during the period of performance of the contract.
- 9.3 The Individual 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. Site Visit/ Pre-Bid Meeting**

No site visit/ pre-bid meeting will be held.

## **11. Validity of Quotation**

Your quotation should be valid for a period of 90 days from the deadline for submission.

## **12. Language of the Quotation**

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

## **13. Signing of the Quotation**

- 13.1 The original of the proposal shall be typed, digitally entered or written in permanent ink and shall be signed by the Individual Consultant.
- 13.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the proposal.

## **14. Submission of Quotation**

- 14.1 All quotations must be submitted electronically through the GOJEP platform.
- 14.2 Individual Consultants submitting quotations electronically shall follow the procedures as described in the GOJEP Quick Guide for Suppliers.
- 14.3 Consultants are encouraged to upload their submissions at least two (2) hours prior to the deadline for submission. For assistance, and training please contact the GOJEP support desk

at: 1-876-932-5220 or 1-876-806-5149 or 1-876-806-4581; or 1-876-806-4536 or via email at [opppcustomercare@mof.gov.jm](mailto:opppcustomercare@mof.gov.jm).

- 14.4 An Individual Consultant may modify or withdraw its quotation once submitted but only prior to the deadline for submission. The modified or withdrawal must be prepared as above, however, the outer envelope must also be marked 'MODIFICATION' or 'WITHDRAWAL'.

## **15. Deadline of submissions**

- 15.1 The deadline for receipt of your quotation by the procuring entity is no later than 11:59pm hours on **March 30, 2023**.
- 15.2 There shall be no public opening of quotations.

## **16. Late Quotations**

- 16.1 The procuring entity shall not consider any quotation that arrives after the deadline for submission of quotations. All late quotations shall be declared late and rejected.
- 16.2 In the case of electronic bidding, **late bids will be automatically rejected by the system**. The bidder will be unable to upload their proposal once the proposal submission deadline has passed. **Bidders are therefore urged to commence bid upload at least two (2) hours prior to the submission time. The Procuring Entity will not be held liability for bids not submitted on time due to late commencement of bid upload. At the FIRST SIGN of any technical difficulties, bidders must make contact with the Office of Public Procurement Policy: 1-876-932-5220 or 1-876-806-5149 or 1-876-806-4581; or 1-876-806-4536 or via email at [opppcustomercare@mof.gov.jm](mailto:opppcustomercare@mof.gov.jm).**

## **17. Confidentiality**

- 17.1 Information relating to the examination, evaluation, comparison and post-qualification of quotations and recommendation of contract award shall not be disclosed to Individual Consultants or any other persons not officially concerned with such process until publications of the contract award.
- 17.2 Any attempt by an Individual Consultant or any person to influence the procuring entity in the examination, evaluation, comparison and post-qualification of the quotations or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its quotation.

## **18. Negotiation**

- 18.1 The procuring entity may seek to negotiate and obtain a reduction in bid price in order to ensure best value for money.
- 18.2 ***The Individual Consultant will be required to provide documentary evidence to justify rates that exceed the estimated budget, if invited to negotiations.***

## **19. Procuring Entity's Right to Accept Any Quotation and to Reject any or all Quotations**

The procuring entity reserves the right to accept or reject any quotation, and to cancel the process of competition and reject all quotation, at any time prior to the award of the contract, without thereby incurring any liability to the affected Individual Consultant(s).

## **20. Clarification or Further Information**

Any request for clarification or further information must be received seven (7) days before the proposal deadline. All requests must be in writing through the GOJEP platform.

## **21. Notification of Award and Signing of contract**

- 21.1 Prior to the expiration of the period of quotation validity, the procuring entity shall notify all Individual Consultants, in writing, of the determination of the successful quotation.
- 21.2 The date of this notification establishes the commencement of the standstill period. The standstill period will be 3 days. During this time Individual Consultants 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 quotations were not selected.

- 21.3 On the expiry of the standstill period the procuring entity shall send the successful Individual Consultant the contract which shall be binding. The procuring entity will immediately notify in writing all unsuccessful Individual Consultant of the final results and shall publish the results in the manner prescribed by the Office.

## **22. 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 bidder has the right to reconsideration or review of an action or decision of the procuring entity.



## **SECTION 2 TERMS OF REFERENCE**

### **JAMAICA: FOUNDATIONS FOR COMPETITIVENESS AND GROWTH PROJECT**

Loan No.: 9203-JM – Component 1

**Assignment Title: Export Max – Cohort IV Market Penetration Planning Consultant**

**Reference No.** (as per Procurement Plan): FCG/GOJ/CON/26

#### **1.0 BACKGROUND**

The Government of Jamaica's (GOJ's) MSME & Entrepreneurial policy (2017) has identified MSMEs as important drivers of equity, economic growth, and sustained development in Jamaica. These enterprises create and retain wealth, generate employment, and provide the support for private sector growth and expansion. It is estimated that classified tax paying MSMEs account for 97.6% of all classified and registered enterprises in Jamaica (TAJ, 2015). When this is combined with over 412,000 own-account-workers (STATIN, 2015) it becomes evident that MSMEs represent a significant force in the Jamaican economy.

Despite their economic significance, MSMEs continue to face major challenges that hinder their growth and development. The challenges facing MSMEs in Jamaica are both internal and external to their operations. Many businesses are characterized by entrepreneurs that lack marketing capacity, operational capacity, business leadership, financial acumen, communication skills, and are generally unfamiliar with available business support services.

They face challenges in accessing capital and the associated issues such as the availability of appropriate and adequate collateral for borrowing, the higher-than-normal interest rates, and the inability of the enterprise to manage the financing, are often cited as fundamental constraints to MSME development. In addition, inadequate training, insufficient business development support, low innovation capacity, low technology utilization, low productivity, among MSME continue to adversely impact their competitiveness.

Export Max has been developed in alignment with the Government of Jamaica's (GOJ's) goals of increasing growth and exports, scaling MSME's, and improving the success rate of MSME's. It aligns with the GOJ's MSME & Entrepreneurial Policy (2017) which is intended to provide a coordinated, coherent and targeted framework for the development and growth of MSMEs.

#### **Export Max Programme Description**

Export Max, which was launched in 2011 by the Jamaica Promotions Corporation (JAMPRO), is an Enterprise Development for Export Growth programme. The programme in its partnership with its stakeholders and sponsors (private & public) has provided economic relief to its MSMEs and the wider export community through various interventions as well as improving access to markets by the removal of barriers impacting trade. The cohort and wider community has also benefited from greater access to working capital via specially negotiated grants/loans/working capital support.

Initially, it was executed solely by JAMPRO for its first two cohorts but was innovatively redesigned in the third iteration, expanding the programme and its capacity by utilizing public-private partnerships to respond to the needs of local MSMEs seeking assistance in

overcoming traditional challenges and gaps, such as barriers to export, knowledge gaps, market access and business capacity gaps. This is accomplished by providing a series of initiatives and interventions focused on developing sustainable competitively positioned exporters.

This redesigned programme is now spearheaded by JAMPRO in collaboration with the Jamaica Development Corporation (JBDC) and the Jamaica Manufacturers' & Exporters' Association (JMEA). The key partner agencies each deliver tailored services and support to the participating companies as follows:

- JBDC – Capacity Building
- JMEA – Mentorship and Advocacy
- JAMPRO – Market Penetration and Development, as well as Monitoring and Reporting and Secretarial Report.

Further, JBDC's responsibility for capacity building includes scheduling of workshops and the coordination of the training activities for the participants, as well as the coordination and scheduling of visits of various subject matter experts. JMEA performs an advocacy and support role which includes offering institutionalized support and providing fora for knowledge exchange among the wider export community. Additionally, they also coordinate mentorship relationships for participants in the programme. JAMPRO has made available its suite of research products in international markets, market penetration, and facilitation services, as well as critical business support services to the participating companies.

#### *Export Max Achievements (Programme-To-Date)*

Export Max is an international global award-winning programme (winner of the World Trade Promotions Organisation Awards-WTPO- 2012 & 2022). Now in its tenth (10) year since inception in 2011, the programme has supported eighty-five (85) companies in overcoming developmental gaps and achieving exponential growth in export sales. The initiatives undertaken and advocacy support provided by the programme has led to positive economic, social, and environmental changes, significantly benefitting the members of the cohort and the wider exporting community, producing stronger and more competitively positioned companies.

In Export Max – Cohort I, the pilot programme 93% of the cohort reported growth in sales recording an average growth of 31% over a period of two years, penetrating thirty-three new markets, increasing sales from J\$1.067 billion to J\$1.396 billion with J\$84 million in local linkages. The execution of Export Max – Cohort II resulted in a 213.4% average growth in export sales for twenty of the participants, with export sales increasing from J\$536.6 million to J\$1.7 billion after three years. The cohort reported J\$703M in investment and an increase of 12.76% in the number of new jobs created.

As at June 30<sup>th</sup> 2022, with six months left to go, the Export Max – Cohort III Enterprise Development for Export Growth Programme, has delivered a significant 33.8% sales growth (CAGR) (target of 50%) and an impressive 276% aggregate sales over baseline despite the business interruptions from COVID. Additionally, the programme has exceeded its projected Cumulative Export Sales growth target by achieving 103% of target. This cohort officially ends October 2022 but tracking of the cohort's sales and other KPIs will continue up to December 2022.

The Programme has executed over 36 capacity interventions and training, completed 32 of 36 mentorship sessions, and concluded over ten market missions. The MSMEs have successfully penetrated 15 new markets, including six new markets in the USA, delivering

immediate sales of just over J\$33 million. These achievements are despite the crippling effects of the COVID-19 pandemic on local enterprises and their exports.

### **Assignment Rationale**

Jamaica, similar to its counterparts in the region face common development challenges, including vulnerability to disaster and to external economic shocks. Given its characteristics, Jamaica's economy lacks scale; therefore, the need to drive the export of goods and services is paramount for growth and economic development. Due to Jamaica's negative trade balance with its trading partners, there continues to be a strong need for a developmental programme to support export growth. JAMPRO through its continuous interaction with exporters has observed the ongoing challenges facing MSMEs to penetrate international markets. Further to this, many local entrepreneurs still do not understand all that is required to export sustainably and therefore need the guidance to be competitively positioned for export.

The development of the Market Penetration Plans (MPPs) is a major activation under the Market Penetration Component of the programme which is spearheaded by JAMPRO. It is critical for providing the participants with clear strategic roadmaps to guide them in achieving successful penetration of targeted international markets. Additionally, the MPP will unearth and address specific marketing & sales elements/gaps identified in the Enterprise Development plans. The MPP will also help the programme to streamline funding to better address the needs of the cohort for penetration of target markets increase export sales revenue and to ensure a significant return on investments. This consultancy is required to assist the programme in achieving its key performance indicators, that of the increase in the number of export markets penetrated, growth in export sales and number of companies now exporting.

### **Related Assignments**

This assignment is related to other assignments under the Export Max programme, namely:

- **Cohort Intake Manager (Participant intake process)** – This assignment precedes the start of MPP consultancy and must be completed before this consultancy begins.
- **Export Max Impact Assessment & Cohort IV Enterprise Development Consultancy** – The Impact Assessment Phase will be initiated during the Participant Intake process. Phase II (Enterprise Development Plans) of this consultancy will run in tandem with the MPP process, which will be initiated upon the completion of the first batch of finalized Enterprise Development Plans.

### **Project Description**

The overall objective of the Foundations for Competitiveness and Growth Project (FCGP) is to strengthen the business environment in Jamaica for private sector investment by promoting broad-based private sector-led growth, improving the investment climate, modernizing infrastructure, and logistics, as well as enhancing entrepreneurship and competitive industries.

The Government successfully engaged the World Bank to extend and expand its 6-year US\$50 million loan facility called Foundation for Competitiveness and Growth Project

(FCGP) to deepen the reform initiatives supported under the Project. **Component 1** of the project, which is coordinated by JAMPRO, seeks to enhance competition in the business environment. Approval was granted for the additional financing of US\$10 million from the World Bank, and the Government committed to provide a further US\$5 million, thus providing a total of US\$15 million to support the various government entities' implementation of investment climate reforms.

FCGP is expected to be concluded on March 31, 2024, based on the Additional Financing that has been approved by the World Bank and Government of Jamaica (GOJ) to implement critical investment climate reforms. The expected outcome of the expansion is the marked improvement in the business climate. The initiatives under the project are expected to strengthen the enabling environment for private sector competitiveness to help Jamaica unleash its potential for productivity and growth, including improving the trade environment.

## **2.0 OBJECTIVE(S) OF THE ASSIGNMENT**

The FCG Project Development Objective of which this contract will form a part is, "*To strengthen the business environment in Jamaica for private investment*".

The ***purpose*** of contracting the services of a consultant is to design and develop a **Market Penetration Plan (MPP)** for each participating company, outlining tailored strategies and approaches that will competitively position them to take advantage of international market opportunities based on their respective market segments, products, service offerings, and their export capacity. Services to be provided by the Consultant include the following:

- A total not exceeding 60 MPPs will be developed for companies from the Manufacturing and Services Sectors.
- Market penetration training with the cohort, covering a "How to guide for sales and marketing for penetrating International Markets".

## **3.0 SCOPE OF SERVICES, TASKS (COMPONENTS) AND KEY DELIVERIES**

The specific services of the Consultant shall include, but are not limited to the following:

### **3.1 Inception Report**

- Convene an Inception Meeting with the oversight body (The Secretariat) and other relevant stakeholders to obtain agreement on the assignment.
- Prepare a work plan, methodology and approach for undertaking the assignment (include detailed timelines with milestones and outline the administrative support-if needed) to support the Consultant in undertaking the scope of work (for the impact and diagnostic assessment).
- Timelines for the development of Market Penetration Plans must incorporate and allow for company feedback loop and review by internal Export Max review team prior to finalization. Company agreement and signoff is required for each plan.
- Provision of a draft Diagnostic tool for review and approval. The instrument should include the ***requirements outlined in Appendix I***.
- Prepare a draft outline of the Assessment process.

## ***Deliverable #1: Inception Report***

### **3.2 Diagnostic Assessment (Company, Management, Markets) for Market Penetration**

This phase will involve the interview of key staff, assessment of existing cohort company export efforts, definition of targets in conjunction with companies and Export Max partner agencies.

The diagnostic assessment of each company should therefore include the following:

- Utilization of results and outcomes of the Gap Analysis/Diagnostic Analysis and Enterprise Development Plans (EDP's) for each company, developed during the Export Max Impact Assessment and Cohort IV Enterprise Development Planning Consultancy.
- Create market penetration output template for review and approval.
- Schedule of Assessment schedule for the companies.
- Conduct introductory meeting(s) with cohort to outline process.
- Conduct Voice of the Market assessment (as per Appendix I).
- Conduct Voice of the Customer assessment (as per Appendix I).
- Prepare Safety Standards, Intellectual Property & Lifecycle Management requirements (as per Appendix I).
- Conduct Marketing, Sales & Supply Chains assessment (as per Appendix I).
- Complete company assessments for review in batches of 10 then advance to plan development stage of the process – facilitate in tandem generation of MPP's.
- Generate assessment findings report to include, company assessment data collected, overview of type of gaps, frequency amongst cohort, broad areas for recommended support, etc.).

## ***Deliverable #2: Diagnostic Assessment Report***

### **3.3 Market Penetration Plans**

Development of a maximum of 60 Market Penetration Plans (MPP's) for manufacturing

and services companies in the cohort. The deliverable should include the following:

- Plans should reflect the output outlined in Appendix I.
- Utilize data collected from assessment to formulate MPPs.
- Development of plans for the most feasible markets and segments to be targeted by companies.
- Plans should identify marketing and distribution channels to be utilized for penetration of specified market segments.
- Plans should also include strategy/steps/tactics for effectively building of an ecommerce distribution channel, designed to meet the individual needs of each company.
- Identify and recommend fulfilment centres that could be utilized for distribution of goods in the respective target markets.

- Recommendation of strategies for targeting Business to Business (B2B) buyers and Business to Customer (B2C) buyers.
- Ensure that the Market Penetration Plans outlines routes to market and key contacts/players.
- Ensure each plan demonstrates the financial gains for the company i.e., generation of export sales.
- Plans must be practical and suitable for implementation.
- Plans should incorporate feedback received in the customer feedback loop process.
- Obtain company agreement and signoff required for each plan.
- Present draft plans to the designated panel/committee for review and feedback prior to finalization. Plans must be submitted for review to the panel/committee in batches of six.
- Deliverable timelines must incorporate and allow for the company's feedback loop and review by Export Max internal review team prior to finalization.

### ***Deliverable #3: Sixty (60) Market Penetration Plans***

#### **3.4 Market Penetration Training Workshop**

A 2-day training workshop is to be conducted on Market Penetration to cover a “How to guide for sales and marketing for penetrating international markets – focusing on how to effectively manage the selling process”. The assignment must entail:

- The Training of the cohort in two batches.
- Provision of Training schedule.
- Provision of Topics to be covered. The Training Modules must address knowledge or market intelligence gaps identified during MPP diagnostic assessments.
- Provision of training material.
- Training outcomes and recommendations.
- Training Evaluation, Feedback & Recommendation

### ***Deliverable #4: Market Penetration Training Report***

#### **3.5 Final Report**

- Develop a final report on the consultancy and its outcomes, to include challenges, lessons learnt, risk realised and addressed and recommendations for future implementation.

### ***Deliverable #5: Final Report***

## **4.0 CONSULTANT QUALIFICATIONS & CHARACTERISTICS**

### **4.1 Qualifications**

The Consultant is required to possess, at minimum or equivalent:

- Post graduate degree (MSc, or MBA) in Business Management, Marketing, Trade or other related disciplines. (15 marks)
- At least five (5) years' experience in project management (5 marks)
- At least seven (7) years of experience working in a senior role in any of the following areas
  - Channel Marketing
  - International Trade / International Business
  - Marketing & Sales
 (15 Marks)
- Demonstrated experience in working with MSMEs for export or business development as evidenced by at least three (3) projects in the last ten years (15 marks)
- Demonstrated experience in conducting Marketing Diagnostic Assessment as evidenced by at least three projects in the last five years (20 marks)
- Demonstrated Experience in developing Marketing Plans and Marketing Strategies as evidenced by at least three projects within the last five years. (20 marks)
- Demonstrated experience in coordination across a wide range of professional groups, people management and communication as evidenced by at least three projects in the (10 marks)

#### 4.2 Characteristics

- Type of Consultancy – Individual
- Duration – 8 months
- The intended start date is July 2023.

### 5.0 REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERIES

The Consultant will report to JAMPRO, the Supervising Entity. The Supervising Entity shall be responsible for approving contractual reports and payment requests. The designated representative of the Supervising Entity is the Manager of the Sales Promotions & Support Unit.

In fulfilling his/her responsibilities, the designated representative will consult with the Export Max Steering Committee to review and recommend approval of deliverables under this consultancy as appropriate.

The Consultant shall provide the following reports:

Deliverable #	Name of Report	Minimum Content	Submission Date	Review Period	Payment %
1	Inception Report	Methodology and Approach & Workplan, for undertaking the assignment. Include detailed timelines with milestones and outline the administrative support (if needed). Diagnostic	Two (2) weeks after Contract Start (End of Week 2 of Contract)	1 week	10%

<b>Deliverable #</b>	<b>Name of Report</b>	<b>Minimum Content</b>	<b>Submission Date</b>	<b>Review Period</b>	<b>Payment %</b>
		Assessment Tool/instrument; Outline of Assessment Process			
2	<b>MPP – Diagnostic Assessment Findings</b>	Assessments (company, management, markets) Interview key staff, assess existing cohort company export efforts, define targets in conjunction with companies and partner agencies; Utilization of results and outcomes of the Gap Analysis and Enterprise Development Plans (EDP's) for each company, developed during the diagnostic phase of the programme; Create MPP output template for review and approval; Schedule of Assessment for the companies; Voice of the Market assessment (as per Appendix I); Voice of the Customer assessment (as per Appendix I); Lifecycle Management assessment (as per Appendix I); Marketing, Sales & Supply Chains assessment (as per Appendix I) Complete company assessments for review in batches of 10 then advance to plan development stage of the process – facilitate in tandem generation of MPPs. Generate assessment findings report to include, company assessment data collected, overview of type of gaps, broad areas for recommended support, etc.).	Twelve (12) weeks after approval of Inception Report (End of Week 15 of Contract)	2 weeks	30% (6 batches of 10 each at 5% per batch)



<b>Deliverable #</b>	<b>Name of Report</b>	<b>Minimum Content</b>	<b>Submission Date</b>	<b>Review Period</b>	<b>Payment %</b>
3	Market Penetration Plans	Development of Market Penetration Plans for no more than 60 companies; Plans should reflect output outlined in Appendix I; Plans should identify marketing and distribution channels to be utilized; Strategy & tactics for building Ecommerce Channel; Distribution Fulfilment centers Recommendations; B2B buyers and B2C buyers targeting strategies; Route to Market/Key Contacts/players; Export sales projections; Feedback loop Review process for company & designated panel (Submission of plans for review in batches of six (6)); Company agreement and sign off; Finalized & approved plans	Twenty-seven (27) weeks after approval of Inception Report (End of Week 30 of Contract)	2 weeks	30% (10 batches of 6 each at 3% per batch)
4	Market Penetration Training Workshop Report	Provision of Training schedule for 2-days workshop; Provision of Topics to be covered/ Training Modules ( <i>to include; Knowledge or Market Intelligence gaps identified during MPP diagnostic Assessments</i> ); Training material to be provided; Training outcomes & Recommendations Training Evaluation, Feedback & Recommendation	Submitted in Week 32 of the Contract	1 week	20%
5	Final Report on Consultancy	Final Report on the activation and its outcome	Two (2) weeks after the submission of Market Penetration Plans Report (End of	1 week	10%

<b>Deliverable #</b>	<b>Name of Report</b>	<b>Minimum Content</b>	<b>Submission Date</b>	<b>Review Period</b>	<b>Payment %</b>
			Week 34 of Contract)		

## **6.0 CLIENT'S INPUT AND COUNTERPART PERSONNEL**

All day-to-day operations and communication regarding the implementation of activities under the contract will be handled by the Supervising Entity – JAMPRO.

The consultant will report directly to the Manager of the Sales & Promotions Support Unit within the Sales & Promotions Division at JAMPRO

(a) Services, facilities, reports and property to be made available to the Consultant team by the JAMPRO: office space, internet and server when doing onsite testing and configuration.

(b) Professional and support counterpart liaison personnel to be assigned by the JAMPRO to the Consultant's team: local administrative support to assist with scheduling meetings and other logistics locally.

## **APPENDIX 1**

In developing the Market Penetration Plans it is expected that the consultant will utilize templates to capture critical information for each client the output of which will guide the inputs into the final plans for each participant. The Consultant is therefore expected to submit draft template for the capture of the information required. This template must be approved by the Manager for SPSU before it can be utilized.

All information captured via these templates will be the property of the Export Max Programme and must be submitted prior to payment. Note that international travel to conduct research will not be paid for by this Consultancy. It is expected that desk research and telephone interviews will suffice.

Liaison with international researchers is permitted but will not be paid for by the Consultancy.

The requirements stated below will be utilized for the review and approval of each document.

Along with original research the Consultant is expected to utilize material already developed for the cohort under the Programme. These include the Enterprise Development Plans, Market Pointers, and Strategy Documents (where available). The following input material will be required to develop the penetration plans:

### **Requirements for the Deliverables**

#### **Interview of Cohort Companies**

Voice of participant interviews and report.

#### **Voice of the Market**

- Identify and define markets to assess.
- Assess the market size, market growth and attractiveness of the market segments & channels.
- Conduct competitive analysis by segment.

#### **Voice of the Customer**

- Select customers for interviews.
- Collect and document customer voices / images.
- Translate voices / images into customer requirements.
- Validate customer requirements and rank importance.
- Conduct comprehensive price / value analysis.
- Create value proposition.
- Recommend product positioning.

### **Health & Safety, Intellectual Property and Life Cycle Management**

- Life Cycle Management - Assess risks/challenges with physical product life cycle.
- Ensure product meets product regulatory requirements for export markets.
- IP assessment and trademark verification
- Market Traceability Requirements (Food Safety Modernization Act of the USA)

### **Sales, Marketing & Supply Chain**

- Establish sales & operations plan.
- Finalize key components of marketing communication plan.
- Develop supply chain & logistics plan.

### **Final Output**

#### **Market Penetration Plan**

The market penetration plan is a strategic document that will be implemented by the participants. It is expected that a minimum the document will have the following elements. These elements must be practical, actionable, and customized for each participant.

- Market Strategy
- Selected Market
- Sales Forecast
- Update value proposition
- Sales & Operations Plans
- Develop distribution channel plans.
- Finalize sales guides and marketing collateral.
- Sales & Marketing Control Plan

### SECTION 3 LETTER OF QUOTATION

Date: \_\_

Ref No.: \_\_\_\_\_

To: *[insert name of procuring entity]*

I, the undersigned, declare that:

- (a) I have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Individual Consultants (**ITC**);
- (b) I offer to supply, in conformity with the Invitation for Quotations, the following services: \_\_\_\_\_;
- (c) The total price of my quotation, 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 quotation shall be valid for a period of \_\_\_\_\_ days from the date fixed for the quotation submission deadline in accordance with the Request for Quotations and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) I do not have any conflict of interest in accordance with **ITC/F 1**;
- (g) I have not been declared ineligible procuring entity in accordance with **ITC/F 2** ;
- (h) I hereby agree that in competing for (and, if the award is made to me, in executing) the contract, I undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica;
- (i) I have paid all taxes, duties, fees and other impositions as may be levied in Jamaica and attach a copy of out TCL to this Form.
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the quotation 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) I understand that this quotation, 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) I understand that you are not bound to accept the lowest responsive quotation or any other quotation that you may receive. I understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful quotation or after the successful quotation is accepted if
  - (i) the Individual Consultant presenting the quotation is disqualified under the Act or the regulations of the Public Procurement Act, 2015;
  - (ii) the procurement is cancelled;
  - (iii) the Individual 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 Individual Consultant contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_

## Curriculum Vitae (CV)

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

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

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**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.]*

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Individual Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks [to include contact name and email address for each Client]</b>
<i>[List all deliverables/tasks in which the Expert will be involved]</i>	

**Experts contact information:**

*[address ....., e-mail ....., phone .....]*

Certification:

I certify 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 the Individual Consultant	Signature
Date	[day/month/year]

	Yes	No
(i) I am employed by the procuring entity	<input type="checkbox"/>	<input type="checkbox"/>
(ii) I was part of the team who wrote the terms of reference for this consulting services assignment	<input type="checkbox"/>	<input type="checkbox"/>



## Form FIN-2: Summary of Costs

Item	Cost JMD
<b>Cost of the Financial Quotation</b>	
Including:	
(1) <b>Remuneration</b>	
(2) <b>Reimbursable</b>	
<b><u>Total Cost of the Financial Quotation:</u></b> <i>[Should match the amount in the Letter of Quotation]</i>	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
<i>(i) [insert type of tax e.g., VAT or sales tax]</i>	
<i>(ii) [e.g., income tax on non-resident experts]</i>	
<i>(iii) [insert type of tax]</i>	
<b><u>Total Estimate for Indirect Local Tax:</u></b> _____	

### 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 Individual 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>A. Remuneration</b> _____					
<b>No.</b>	<b>Name</b>	<b>Position</b>	<b>Person-month Remuneration Rate</b>	<b>Time Input in Person/Month</b>	<i>Cost JMD</i>
_____	_____				
	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 Individual 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>B. Reimbursable Expenses</b> _____					
N o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Cost JMD
	<i>[e.g., Per diem]</i>	<i>[Day]</i>			
	<i>[e.g., International flights]</i>	<i>[Ticket]</i>			
	<i>[e.g., In/out airport transportation]</i>	<i>[Trip]</i>			
	<i>[e.g., Communication costs between Insert place and Insert place]</i>				
	<i>[ e.g., reproduction of</i>				
	<i>[e.g., Office rent]</i>				
	.....				
	<i>[Training of the procuring entity's personnel – if required in TOR]</i>				
Total Costs					

**SECTION 4 FORM OF CONTRACT AGREEMENT**

**Contract for Individual Consultant's Consulting Services**

**Contract No.** \_\_\_\_\_

**between**

*[Name of the procuring entity]*

**and**

*[Name of the Individual 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 Individual Consultant]* (the “Individual 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 Individual Consultant’s quotation for the performance of the consulting services, and the Individual Consultant is capable and willing to perform said consulting services.

The procuring entity and the Individual 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 for the purpose of coordination of activities with the Individual Consultant 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 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 Individual Consultant]*\_\_\_\_\_

*[Individual Consultant –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) “Expert” means the Individual Consultant.

#### **2. Eligibility**

It is the Individual Consultant’s responsibility to ensure that s/he meets the eligibility requirements throughout the implementation of this Contract as established by the Government of Jamaica.

In particular, the Consultant will be liable for all statutory payments arising from this Contract.

#### **3. Fraud and Corruption and 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.

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 Individual 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 Individual 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 Individual Consultant, upon instructions by the procuring entity, shall either:

- (a) demobilize, in which case the Individual 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 Individual 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 Individual Consultant, suspend part or all payments to the Individual Consultant hereunder if the Individual 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 Individual Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Individual 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 Individual Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Individual Consultant does not remedy a failure in the performance of its obligations under the Contract 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 Individual Consultant becomes insolvent or bankrupt;

(c) If the Individual 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 Individual Consultant**

7.3 The Individual Consultant shall promptly notify the procuring entity in writing of any situation or any event beyond the reasonable control of the Individual Consultant, which makes it impossible for the Individual 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 Individual 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 Individual Consultant**

**a. Standard of Performance**

8.1 The Individual 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 Individual 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 Individual Consultant shall perform the consulting services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure they comply with the applicable law.

**c. Conflict of Interest**

8.4 The Individual Consultant 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.

8.5 The Individual Consultant agrees that, during the term of this Contract and after its termination, the Individual Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Individual Consultant's consulting services for the preparation or implementation of the project.

8.6 The Individual Consultant shall not 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 Individual Consultant has 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 Individual Consultant or the termination of its Contract.

**9. Confidentiality**

9.1 Except with the prior written consent of the procuring entity, the Individual Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the



services, nor shall the Individual Consultant make public the recommendations formulated in the course of, or as a result of, the services.

#### **10. Insurance to be Taken by the Individual Consultant**

10.1 The Individual 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 Individual 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 Individual 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 Individual Consultant has taken out the necessary insurance.

#### **11. Accounting, Inspection and Auditing**

11.1 The Individual Consultant shall 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 Individual Consultant shall 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 quotation 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual Consultant**

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

#### **15. Procuring entity's Payment Obligation**

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

#### **16. Mode of Billing and Payment**

16.1 The payments under this Contract shall be made in accordance with the payments provisions in Appendix C, net of all statutory payments required to be withheld.

16.2 Payments do not constitute acceptance of the whole consulting services nor relieve the Individual Consultant of its obligations.

**17. Amicable Settlement**

17.1 The procuring entity and the Individual 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.

17.2 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 Individual 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.

17.3 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 Individual Consultant any monies due the Individual Consultant.

## **APPENDICES**

### **Appendix A – Terms of Reference and Reporting Requirements**

## Appendix B - Expert and CVs

### Assignment and inputs

N°	Name	Expert's input in each Deliverable or Task (D-....) <sup>2</sup>											Total time-input (indicate: in Months <sup>3</sup> or in Days)			
		Position		D-1		D-2		D-3	.....		D-...			Home <sup>4</sup>	Field	Total
<b>Individual Consultant</b>																
K-1	[e.g., Mr. Abbbb]	[Team Leader]														
											<b>Total</b>					

*[Attach the CV (updated and signed by the Expert) demonstrating the qualifications of the Expert.]*

<sup>2</sup> 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

<sup>3</sup> 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.

<sup>4</sup> "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<sup>5</sup>

**REIMBURSABLE EXPENSES** [table below is an incomplete list of examples. Insert what is relevant to the assignment]

Description	Unit (of measure)	Cost per Unit Rate	Number of Units	Total
[travel]	[“trip”/“airfare <sup>6</sup> ”]	[insert amount and currency]	[insert number of trips/flights]	[insert amount and currency]
[transportation to/from airport]	[“trip”]	[insert amount and currency]	[insert number of trips]	[insert amount and currency]
[hotel/accommodation]	[“nights”]	[insert amount and currency]	[insert number]	[insert amount and currency]
[local transportation in procuring entity’s country]	[“amount”/“allowance per week/month”/etc.]	[insert amount and currency]	[insert number]	[insert amount and currency]
[per diem allowance]				
.....				

TOTAL CONTRACT AMOUNT- TIME-BASED CONTRACT (Contract Ceiling Amount)		Currency	Amount
	(1A) Total Remuneration/Fees		
	(2) Total Reimbursable Expenses		
	(1B) Indirect Local Taxes paid by [insert “procuring entity” OR “Individual Consultant”]		

<sup>5</sup> When used for Lump Sum assignments, information in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount and applicable taxes. This Form shall not be used as a basis for payments under Lump-Sum contracts

<sup>6</sup> Air Travel is Full Economy Class or Equivalent

### Payment Terms

The procuring entity will pay monthly in arrears on receipt of an invoice which must include

- remuneration a summary of the experts who have worked during the month, the number of days worked and including signed time sheets for the applicable experts.
- reimbursable expenses – a summary of reimbursable expenses along with supporting evidence for the expenditure. Any reimbursable expenses not supported in this manner will not be paid.

### TOTAL CONTRACT AMOUNT - LUMP SUM CONTRACT

		Currency	Amount
<b>(3A) Schedule of Payments for Deliverables:</b> <i>[insert detailed list of payments specifying amount of each instalment, deliverable/output for which the instalment is paid and currency]</i>			
<b>1.</b>	<b><i>1<sup>st</sup> Payment for [Deliverable 1: .....]</i></b>		
<b>2.</b>	<b><i>2<sup>nd</sup> Payment for [Deliverable 2 .....]</i></b>		
<b>n.</b>	<b>(3B) Indirect Local Taxes paid by</b> <i>[insert “procuring entity” OR “Individual Consultant”]</i>		

### Payment Terms

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