



Government of Jamaica

**Public Procurement
Standard Bidding Document**

Issued on: November 9, 2021

**Procurement of Individual
Consulting Services for:**

**PROJECT ASSISTANT –
Building Practitioners Board**

(Request for Quotation RFQ)

Ref No: FCG/GOJ/CON/04-0

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 regulations	Office of Public Procurement Policy 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/04-0

Dear Madam/Sir,

Subject: PROJECT ASSISTANT - Building Practitioners Board

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

To provide technical support and administrative services to the Registrar to support the functioning of the Building Practitioners Board as per the attached Terms of Reference at Section 2.

2. The assignment has an estimated budget of JMD5,400,000.00 for two years.
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. 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 November 30, 2021**.
6. The procuring entity shall negotiate the contract with the Individual Consultant with the highest technical score above 70 points.
7. No quotation securing declaration or guarantee is required.
8. The award of contract is subject to the World Bank's declaration of effectiveness of Loan Agreement No. 9203-JM.

Yours faithfully

Melvin E. Smith

Project Manager – Foundations for Competitiveness & Growth Project

Addenda

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

- i. 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

- i. 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:

Individual Consultants qualifications and competence for the assignment:

- a. Associate Degree in Administrative Management, or Social Science discipline, or equivalent [15 marks].
- b. A minimum of five years experience in public or private sector at the senior administrative level performing similar functions [30 marks].
- c. Demonstrated knowledge of Microsoft Office, or relevant software [10 marks].
- d. Five years' experience in the management of administrative functions of an office [20 marks].
- e. Five years' experience in note take at meetings [10 marks].
- f. Five years' experience in report preparation [15 marks].

Total Marks: 100

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).

The Individual Consultant achieving the highest technical score will be invited for negotiations.

9. Financial Quotation

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.

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

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 – Not applicable

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

The original of the proposal shall be typed, digitally entered or written in permanent ink and shall be signed by the Individual Consultant.

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

All quotations must be submitted electronically through the GOJEP platform.

Individual Consultants submitting quotations electronically shall follow the procedures as described in the GOJEP Quick Guide for Suppliers.

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 opppcustomer@care@mof.gov.jm.

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

The deadline for receipt of your quotation by the procuring entity is no later than **11:59pm** hours on **November 30, 2021**.

There shall be no public opening of quotations.

16. Late Quotations

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.

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 opppcustomer@care@mof.gov.jm.

17. Confidentiality

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.

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:

19.1 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

20.1 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 5 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

22.1 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 – Government of Jamaica Counterpart Financing – Component 1

Assignment Title: PROJECT ASSISTANT - BUILDING PRACTITIONERS BOARD

Reference No: FCG/GOJ/CON/04

1. BACKGROUND

The Government of Jamaica has secured a loan from the World Bank to finance a project entitled Foundations for Competitiveness and Growth (FCG). The Project Executing Agency is the Planning Institute of Jamaica (PIOJ) with key Project Components to be implemented by the Jamaica Promotions Corporation (JAMPRO) and the Development Bank of Jamaica (DBJ) as the Lead Coordinating Agencies. The overall objective of the project 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.

Component 1 of the project, which is coordinated by JAMPRO, seeks to enhance competition in the business environment. 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.

Additional Financing has been approved by the World Bank to implement critical investment climate reforms. The end date of the FCGP will be extended to March 2024 upon signature of the Loan Agreement for Additional Financing. 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 to improve the trade environment.

An efficient Development Application Review Process (DARP) is identified as critical to the development of the construction sector and wider economy. Improvements to the DARP are one of the many initiatives being undertaken by the GOJ to improve its economic performance. The body of work to be undertaken to improve the DARP is in keeping with the intent of the Vision 2030: National Development Plan and are responsive to the strategies set out to achieve National Outcomes 6, 8 and 15, which seek effective governance, an enabling business environment and sustainable rural and urban development.

A review spearheaded by the Office of the Cabinet in 2007 revealed a number of inefficiencies in the development application review process that caused unnecessary delays in the processing of applications for development and environmental permits. In response to continued complaints from the private sector, the GOJ established a committee in 2013 that put forward a suite of initiatives to improve the development approval process. The Government of Jamaica committed through Cabinet Decision No 43/14 to the

implementation of these initiatives, designed to address the prevalence of inefficiencies in the system. Accordingly, the following was recommended:

- The revision of legislations to support sustainable planning and development and the Development Applications Review Process;
- The review and enhancement of the spatial planning framework; and
- Automation of DARP for users within NEPA, referral agencies and the Local Authorities.

Progress has been made on all areas.

The promulgation of the Building Act (2018) has since been completed with the drafting of some regulations to support its operationalization, at an advanced stage. A Building Practitioners Board has been established under the MLGCD to define and establish categories of practice of building practitioners, determine the scope and nature of work that each category should be licensed to perform, license building practitioners to perform functions and determine qualifications, requirements and other criteria.

NEPA, through consultations with the Local Authorities has also completed the review of several Development Orders, with some pending further adjustments. The National Spatial Plan (NSP) has been completed and the National Spatial Plan Information Technology Platform (NSPIT) has been developed to enhance data-driven analyses and decision-making. The AMANDA Public Portal I was successfully piloted and implemented to expedite the development approval process. The AMANDA web-based interface is currently operational in all thirteen (13) Municipal Corporations and the Portmore City Municipality and a local planning authority (Negril Green Island Planning Authority). It is also partially operational in eleven (11) referral agencies¹.

The system was further enhanced through the launch of the Jamaica Development Applications Portal (JDAP) in May 2020, that allows citizens to make online submissions of building applications and environmental permits to a Municipal Corporation (MC) and NEPA, respectively. It provides users with the option of uploading and/or accessing attachments, reviewing comments, and making payments. A pilot is being undertaken in three MCs (Kingston and St. Andrew, St. Ann and St. James) and NEPA, with plans to expand to all the Municipal Corporations after its completion.

A consultancy is underway for the review of the planning, construction, sub-division and environmental permit approvals processes. Based on this review, recommendations will be made for re-engineering of these processes to become more efficient and accessible through the JDAP and AMANDA back office in NEPA and the local authorities.

¹ Mines and Geology Division, National Works Agency (NWA), National Land Agency (NLA), Agricultural Land Management Division, Water Resource Authority (WRA), Jamaica Bauxite Institute (JBI), Jamaica Fire Brigade (JFB), Local Environmental Health Units, National Environment and Planning Agency (NEPA), Office of Disaster Preparedness and Emergency Management (ODPEM) and National Water Commission (NWC)

2. OBJECTIVES

The Project Assistant is responsible for providing technical support and administrative services to the Registrar to support the efficiency and effectiveness in the functioning of the Building Practitioners Board.

3. SCOPE OF THE WORK

The Consultant's Scope of Work shall include the following:

- i. Provide administrative support to the Registrar of Building Practitioners and the Building Practitioners Board.
- ii. Receive, direct and communicate incoming requests to the Registrar from major stakeholders and the general public.
- iii. Maintain a register of all incoming and outgoing communication.
- iv. Maintain files at the appropriate place in a secure and efficient manner.
- v. Maintain an inventory system for monitoring of the use of supplies and equipment.
- vi. Provide necessary information upon instruction, to stakeholders and the general public.
- vii. Identify upcoming meetings/workshops and schedule activities with the relevant stakeholders.
- viii. Organize and manage meetings, including appointments with stakeholders, logistical arrangements and providing recording secretary support.
- ix. Attend all meetings and document issues, agreements and actions
- x. Prepare, or assist in preparing presentations for meetings.
- xi. Draft responses to written correspondences.
- xii. Maintain up-to-date records on all activities
- xiii. Provide stakeholder and communication management support.
- xiv. Assist in the preparation of Annual Operational Plans and Budgets in the prescribed format.
- xv. Assist in the preparation of Quarterly Reports in the prescribed format.
- xvi. Assist in the preparation of Annual Reports for the Building Practitioners Board in the prescribed format.
- xvii. Assist in the preparation of Ad Hoc Reports/Briefs/Reports as required, in the prescribed formats.

4. CONSULTANT PROFILE

The consultant should have:

- g. Associate Degree in Administrative Management, or Social Science discipline, or equivalent [15 marks].
- h. A minimum of five years experience in public or private sector at the senior administrative level performing similar functions [30 marks].
- i. Demonstrated knowledge of Microsoft Office, or relevant software [10 marks].
- j. Five years' experience in the management of administrative functions of an office [20 marks].
- k. Five years' experience in note take at meetings [10 marks].

1. Five years' experience in report preparation [15 marks].

5. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

Note: The award of contract is subject to the World Bank's declaration of effectiveness of Loan Agreement No. 9203-JM.

The Planning Institute of Jamaica is the Contracting Authority and is responsible for final approval of any contractual amendments and payments.

The Consultant will report to the Ministry of Local Government and Rural Development (MLGRD), the Supervising Entity. The Supervising Entity shall be responsible for the approval of contractual reports and payment requests. While the Project Assistant will report directly to the Project Manager, Building Practitioners Board, the designated representative of the Supervising Entity giving full oversight is the Senior Director, Technical Services & Major Projects.

In fulfilling his/her responsibilities, the designated representative will consult with the relevant Project Manager- Building Practitioners Board to review and recommend approval of deliverables under this consultancy.

The intended start date is January 2022 and the period of implementation is 24 months from this date. The Project Assistant shall provide the following reports:

Deliverable	Minimum Content	Submission Date	Review Period	Payment %
24 Monthly Reports	Reports must include, <i>inter alia</i> , activities undertaken for reporting period, meetings organized, meetings attended, reports prepared, etc. Monthly Reports should be submitted in agreed format.	Within 5 days of each month end	1 week	100%
Final Report	The Final Report should contain the main activities undertaken during the period, challenges, mitigating strategies and recommendations for the way forward.	2 weeks prior to the end of contract	1 week	n/a

6. CLIENT'S INPUT AND COUNTERPART PERSONNEL

MLGRD will provide office space, meeting rooms and materials for day-to-day work. The consultant will also have access to a computer and other office facilities.

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)

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

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Individual Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks [to include contact name and email address for each Client]
<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
Date

Signature

[day/month/year]

(i) I am employed by the procuring entity

Yes

No

(ii) I was part of the team who wrote the terms of reference for this consulting services assignment

Form FIN-2: Summary of Costs

Item	Cost JMD
Cost of the Financial Quotation	
Including:	
(1) Remuneration	
(2) Reimbursable	
<u>Total Cost of the Financial Quotation:</u> <i>[Should match the amount in the Letter of Quotation]</i>	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
<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>	
<u>Total Estimate for Indirect Local Tax:</u> _____	

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

A. Remuneration					
No.	Name	Position	Person-month Remuneration Rate	Time Input in Person/Month	Cost JMD
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. Reimbursable Expenses _____					
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 -
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- 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-....) ²										Total time-input (indicate: in Months ³ or in Days)		
		Position	D-1	D-2	D-3	D-...					Home ⁴	Field	Total
Individual Consultant														
K-1	[e.g., Mr. Abbbb]	[Team Leader]												
											Total			

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

² 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

³ 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.

⁴ "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 Price⁵

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 ⁶ "]	[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"]		

⁵ 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

⁶ 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
(3A) Schedule of Payments for Deliverables: <i>[insert detailed list of payments specifying amount of each instalment, deliverable/output for which the instalment is paid and currency]</i>		
1. <i>1st Payment for [Deliverable 1:]</i>		
2. <i>2nd Payment for [Deliverable 2]</i>		
n. (3B) Indirect Local Taxes paid by <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.