



BIDDING DOCUMENTS
Issued on: October 28, 2022

for

Procurement of:
*Development of a Jamaica Legal
Information Portal*

Ref. No: *FCG/GOJ/CON/20*

Procuring entity: *Planning Institute of Jamaica*

Abbreviations and Acronyms

Act	Public Procurement Act, 2015
Data Sheet	BDS
Commission	Public Procurement Commission
CV	Curriculum Vitae
e-GP	electronic Government Procurement System
FTP	Full Technical Proposal
GCC	General Conditions of contract
GoJ	Government of Jamaica
Ref	International Competitive Bidding
ITC	Instructions to Consultants
JV	Joint Venture
MOF	Ministry of Finance
Office	Office of Public Procurement Policy
regulations	The Public Procurement Regulations
RFP	Request for Proposals
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
STP	Simplified Technical Proposal
TCC	Tax Compliance Certificate
TCL	Tax Compliance Letter
TOR	Terms of Reference
UNCITRAL	United Nations Commission on International Trade Law
UNDP	United Nations Development Programme
VAT	Value Added Tax

Glossary

“Administrative Guidance” means mandatory advice or guidance provided by the Office.

“Alternative Bid” means a bid which may not match exactly match the technical requirements but would achieve the same functional outcome.

“Alternative Quotation” means a quotation which may not match exactly match the technical requirements but would achieve the same functional outcome.

“Alternative Proposal” means a proposal which may not match exactly match the technical requirements but would achieve the same functional outcome.

“Application” means a submission to the procuring entity or Review Board for reconsideration or review.

“Appointed Day” means the day appointed by the Minister under Section 1 of the Act.

“Approved Annual procurement Plan” means the procurement plan approved by the head of the procuring entity.

“Approved Registered Supplier” means a person, firm or entity registered under section 16.

“Approved Unregistered Supplier” means a person, firm or entity approved by the Commission under section 18 of the Act.

“Award of Contract” means a notice of the award of the procurement contract or the framework agreement under Section 45 of the Act.

“Best and Final Offer” means a multi-stage *procurement* process, in which written offers from bidders are subject to clarification and/or negotiation, and then the bidder(s) are invited to submit their final offer, which will not be subject to subsequent negotiation.

“Bid” means a response to an invitation to bid issued by a procuring entity, including a tender, a proposal, a quotation and a bid from a bidder.

“Bidder” means a supplier who submits a bid.

“Bidding Documents” means the SBD developed and prescribed by the Office of Public Procurement Policy (Office) for use in public procurement proceedings and all amendments made to the document for the purposes of a procuring entity and documents attached or incorporated by reference, that individually or collectively

1. invite bids;
 2. establish the objects of a bid;
 3. specify the conditions of a proposed procurement contract; and
- establish the applicable bidding procedures

“Bid Security” means the bank guarantee or other form of security approved by the Office for use in public procurement proceedings and submitted by a bidder together with a bid to secure the obligations of the bidder relating to participating in procurement proceedings and the obligation to sign a procurement contract once the bid is accepted.

“Bid Validity Period” means the period, including any extension thereof, during which a bidder agrees not to increase the cost of its bid or to modify any component of the bid.

“Chief Public Procurement Policy Officer” means the public officer appointed as the head of the Office and so designated under Section 6(2) of the Act.

“Closed Framework Agreement” means a framework agreement in which a supplier is excluded from becoming a party unless that supplier became a party, at the time of the making of the agreement.

“Consultant” is a supplier whose services are primarily intellectual in nature.

“Consulting Services” means services provided by a person or firm as a consultant that are of an intellectual, research, technical or advisory nature.

“Commencement of Procurement Proceedings” means the date of publication of a notification of the procurement proceedings.

“Commission” means the Public Procurement Commission established by Section 9 of the Act.

“Contractor” means a bidder to whom a procurement contract has been awarded by a procuring entity.

“Currency” is a monetary unit of account.

“Day” is calendar day, unless otherwise specified.

“Debriefing” is the act of informing suppliers, contractors or service providers in writing that were not selected during a particular *procurement* process, of the reasons why they were not selected.

“Document” means anything in which information of any description is recorded.

“Domestic Content” means goods, materials, components, services or labour supplied from or made in Jamaica.

“Domestic Margin of Preference” in evaluating bids and determining the successful bid, means the application of a prescribed increase on bid price in a manner favourable to an eligible bidder.

“Electronic” shall have the meaning assigned to it by the *Electronic Transactions Act*.

“Eligible Single-Source Bidder” means a person, firm or entity eligible to participate in a public procurement process in accordance with section 32 of the Act.

“Eligible Bidder” means a person, firm or entity eligible to participate in a public procurement process in accordance with section 32 of the Act.

“Eligibility” means the criteria by which the bidder may participate in the procurement.

“Fluctuation” refers to changes in the price of labour, materials or other inputs under a contract.

“Force Majeure” is an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations impossible, or so impractical as to be reasonably considered impossible in the circumstances. Force majeure includes but is not limited to: war, riots, civil disorder; earthquakes, fire, explosions; confiscation or any other action by GoJ agencies; storms, floods or other adverse weather conditions; strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the party invoking force majeure).

“Fraud and Corruption” means the commitment of an offence contrary to Part VII of the Act.

“Functions” includes powers and duties.

“Goods” means- (a) things of every kind and description, whether tangible or intangible, including- (i) commodities, agricultural crops, raw materials, products and equipment; (ii) matter in solid, liquid or gaseous form; and (b) services incidental to the supply of such things; **“head”** in relation to a procuring entity, means- (i) in relation to a Ministry, the Permanent Secretary; (ii) in relation to a department of GoJ, the head of the department, however designated; and (iii) in relation to a public body or Executive Agency, the head of the public body or Executive Agency, however designated.

“International Competitive Bidding” means a procurement method that does not restrict the participation of any supplier.

“Invitation to Quotation” means a written communication to one or more suppliers inviting them to submit bids for the supply of goods, works or services.

“Invitation to Bid” means a written communication to one or more suppliers inviting them to submit bids for the supply of goods, works or services.

“Jamaican” or **“from or made in Jamaica”**, in respect of special and differential treatment measures -

1. in relation to an individual, has the meaning assigned to it by the *Constitution of Jamaica* and the *Jamaican Nationality Act*;
2. in relation to a body, means a body -
 1. constituted or registered under the laws of Jamaica;
 2. which has its registered office and central administration, and carries on substantial activity, within Jamaica; and
 3. more than fifty percent of the equity interest in which is substantially owned and effectively controlled by a Jamaican.

“Life Cycle Cost” is the total cost of procuring, operating, supporting and (if applicable) disposing of the items being procured.

“Methods of Procurement” means open bidding, restricted bidding or single-source procurement.

"National Bidder" means a bidder who is a supplier and is a national of or a body incorporated in Jamaica.

"National Competitive Bidding" means a procurement method that is limited to approved registered suppliers.

"National Supplier" means a supplier who is a national of or a body incorporated in Jamaica.

"Office" means the Office of Public Procurement Policy established by Section 6 of the Act.

"Offsets" means any condition or undertaking that encourages local growth and development or which improves balance of payments accounts, including investment requirements, requirements for use of domestic content and the licensing of technology.

"Open Bidding" means a bidding process in which-

1. in the case of international competitive bidding, any person, firm or entity is entitled to submit a bid;
2. in the case of national competitive bidding, any approved registered supplier is entitled to submit a bid; and
3. in accordance with section 15, any supplier, and where applicable any supplier, is entitled to submit a bid.

"Parties", where the context so requires, includes an interested participant.

"Performance Security" means a security guaranteeing the performance of a procurement contract.

"Pre-qualification" means the screening by a procuring entity of suppliers in which such factors as financial capability, technical capacity, reputation and management are considered in order to develop a list of suppliers who may be allowed to submit bids.

"Pre-qualification documents" means documents that set out the terms and conditions of pre-qualification proceedings issued by a procuring entity under the regulations for the purposes of Section 33 of the Act.

"Procedures" are prescribed means of ensuring the proper implementation of policy. Their intent is to provide GoJ personnel with the guidelines and, where appropriate, the specific action sequences to ensure uniformity, compliance and control of all policy-related activities.

"Procurement" means the acquisition of goods, works or services by any means, including, where applicable, purchase, rental, lease or hire-purchase, and the acquisition of works, and consulting or other services.

"Procurement committee" means a committee established by the head of a procuring entity under Section 21(1) of the Act.

"Procurement contract" means the contract between a procuring entity and a contractor resulting from procurement proceedings.

"Procurement officer" is a person with the authority to conduct procurement activities on behalf of the procuring entity, as delegated by the accounting officer.

"Procurement pathway" means the professional approach and resources to support the professional development of public procurement practitioners.

"Procurement Proceedings" means the process of effecting a public procurement, from the initiation of the process to the award of a contract.

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

"Professional Indemnity Insurance" provides cover for claims brought against the supplier by the policyholder due to their professional negligence. It is a type of insurance designed to protect professional from claims made against them by clients.

"Public Funds" means- (a) funds allocated to a procuring entity out of the Consolidated Fund; (b) Government grants or loans made to a procuring entity; or (c) all other moneys which may in any manner become payable or vested in a procuring entity in respect of any matter incidental to its functions.

"Public Officer" means a Public Employees, Officers or Employees and refers to persons employed in the Central Government Service, in accordance with the Public Service Regulations.

"Public Procurement" means procurement by or on behalf of a procuring entity.

"Procurement" means the acquisition of goods, works or services by any means, including, where applicable, purchase, rental, lease or hire-purchase, and the acquisition of works, and consulting or other services.

"Procurement Contract" means the contract between a procuring entity and a contractor resulting from procurement proceedings.

"Procurement Contract Approval Limit" means, as appropriate, the Tier 1 Limit, Tier 2 Limit and Tier 3 Limit, respectively, and-(a) the "Tier 1Limit" is the prescribed maximum value of a procurement contract that a procuring entity is permitted to award with the prior approval only of the head of the procuring entity; (b) the "Tier 2 Limit" is the prescribed maximum value of a procurement contract that a procuring entity is permitted to award with the prior approval of the head of the procuring entity and the Commission, respectively; (c) the "Tier 3 Limit" is the prescribed value of a procurement contract that a procuring entity is permitted to award with the prior approval of the head of the procuring entity, the Commission and the Cabinet.

“Procurement Officer” is a person with the authority to conduct procurement activities on behalf of the procuring entity, as delegated by the accounting officer

“Procurement Proceedings” means the process of effecting a public procurement, from the initiation of the process to the award of a contract.

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

“Public Funds” means- (a) funds allocated to a procuring entity out of the Consolidated Fund; (b) Government grants or loans made to a procuring entity; or (c) all other moneys which may in any manner become payable or vested in a procuring entity in respect of any matter incidental to its functions.

“Public Officer” means a Public Employees, Officers or Employees and refers to persons employed in the Central Government Service, in accordance with the Public Service Regulations.

“Public Procurement” means procurement by or on behalf of a procuring entity.

“Qualifications” means the experience the bidder has in performing any resultant contract.

“Quotation” means a response to an invitation to quotation issued by a procuring entity, including a tender, a proposal, a quotation and a quotation from a supplier.

“Quotation Validity Period” means the period, including any extension thereof, during which a supplier agrees not to increase the cost of its quotation or to modify any component of the quotation.

“Quorum” means the minimum number of members of the group to perform the business of the group.

“Record of Procurement Proceedings” means the record required by Section 47(1) of the Act to be kept by a procuring entity.

“Recovery”, for the purposes of these Regulations, means the return or restoration of monies to a procuring entity voluntarily or otherwise.

“Review” means an application or complaint by an aggrieved party to the Review Board claiming to have suffered or to be likely to suffer a loss or injury due to the action or decision of the procuring entity during the procurement proceedings.

“The Regulations” means regulations made under Section 60 of the Act.

“Restricted Bidding” means a bidding process in which a limited number of suppliers are invited to quotation.

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

"Set Asides" means the portion of the annual procurement budget of the Government of Jamaica allocated for procurement proceedings for participation by categories of national suppliers as may be prescribed.

"Shall" for the purposes of this PPM signifies a mandatory action.

"Special and Differential Treatment Measures" means measures, including domestic margins of preference, offsets and set asides applied to give special consideration to a class of suppliers.

"Single-Source Bidder" means the bidder invited to participate in a single-source procurement process.

"Single-Source Procurement" means procurement of goods, works or services from a supplier pursuant to an invitation to bid, without a competitive procurement process.

"Standard Bidding Document" means any form of bidding document prescribed by the regulations.

"Standstill Period" means the period not exceeding ten days commencing from the date of dispatch of a notice under Section 44(2) of the Act or such shorter period as may be specified in the bidding document.

"Substantially Owned" means ownership of more than fifty percent interest.

"Substantially Responsive" is a bid that conforms to all the terms, conditions and specifications in the SBD without material deviations, reservation or omission.

"Sustainable Procurement" means the application of environmental, social and economic values in the procurement process.

"Supplier" means -

1. an approved registered supplier;
2. an approved unregistered supplier; and
3. any other person, firm or entity that is eligible to participate in procurement proceedings under this Act.

"Turnkey Contract" is a contract generally covering complex works, in which the contractor is responsible for completing the entire work including design, procurement of equipment and construction

"Unsolicited Bid" means a bid submitted by a bidder to the procuring entity which is not in response to an open, restricted or single-source procurement opportunity.

"Unsolicited Quotation" means a quotation submitted by a supplier to the procuring entity which is not in response to an open, restricted or single-source procurement opportunity.

“Value for Money” is not about achieving the lowest initial price: it is defined as the optimum combination of whole life costs and quality.

“Variation” is a change to the deliverable(s) under a contract caused by an increase or decrease in the scope of works to be performed, amount/type of goods to be supplied or services to be provided, and must be directly related to the specific contract.

"Works"- (a) means the carrying out of any of the following activities, namely, construction, reconstruction, assembly, altering, manufacturing, processing, fabrication, erection, instrumentation, installation, fitting out, improvement, commissioning, demolition, maintenance, repair and renovation involved with building, civil engineering, structural engineering, electrical engineering, mechanical engineering and other engineering and technology projects; and (b) includes goods and services incidental to the carrying out of the activities referred to in paragraph (a).

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Section I. Instructions to Consultants/Firms

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant/Firm.
- (b) “Applicable Policies” means the policies of the Government of Jamaica governing the selection and contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in Jamaica.
- (d) “procuring entity” means (a) a Ministry, department, Executive Agency or other agency of Government; (b) a public body; (c) a local authority; (d) any other body that is the recipient of public funds and duly authorized to apply those funds to public procurement and includes an entity acting on behalf of any of the entities in connection with any procurement proceedings.
- (e) “Consultant/Firm” means a legally-established professional consulting firm or an entity that may provide or provides the consulting services to the procuring entity under the contract.
- (f) “consulting services” means consulting services provided by a person or firm as a consultant/firm that are of an intellectual, research, technical or advisory nature and the services to be performed by the Consultant/firm pursuant to the contract.
- (g) “contract” means a legally binding written agreement signed between the procuring entity and the Consultant/firm and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Section 1. Instructions to Consultants/Firms (ITC/F) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC/F.
- (i) “Day” means a calendar day.
- (j) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s).
- (l) “Government” means the government of Jamaica and may be referred to in this document as “Government of Jamaica” or “GoJ”.
- (m) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant/Firm where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the consulting

services under the contract and whose CV is taken into account in the technical evaluation of the Consultant/Firm's Proposal.

- (p) "ITC/F" (this Section 1. Instructions to Consultants of the RFP) means the Instructions to Consultant/Firms that provide the shortlisted Consultant/Firms with all information needed to prepare their Proposals.
- (q) "LOI" (this Section 1. Letter of Invitation of the RFP) means the Letter of Invitation being sent by the procuring entity to the shortlisted Consultant/Firms.
- (r) "Non-Key Expert(s)" means an individual professional provided by the Consultant/Firm or its Sub-consultant and who is assigned to perform the consulting services or any part thereof under the contract and whose CVs are not evaluated individually.
- (s) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant/Firm.
- (t) "RFP" means the Request for Proposals to be prepared by the procuring entity for the selection of Consultants.
- (u) "services" means any object of procurement other than goods and works, and includes consulting services.
- (v) "Sub-consultant" means an entity to whom the Consultant/Firm intends to subcontract any part of the consulting services while remaining responsible to the procuring entity during the performance of the contract.
- (w) "TORs" Terms of Reference (TORs) (Section 5 of the RFP) explains the objectives, scope, activities and tasks to be performed, respective responsibilities of the procuring entity and the Consultant/Firm, and expected results and deliverables of the assignment.
- (x) if the context so requires, "singular" means "plural" and vice versa.

2. Introduction

- 2.1 The procuring entity specified in the Bidding Data Sheet (**BDS**) issues these standard bidding documents (SBD) for the procurement of consulting services as specified in Section 5, Terms of Reference. The name and identification number of this international competitive bidding (RFP) procurement are specified in the **BDS**. The name, identification, and number of lots are provided in the **BDS**.
- 2.2 The procuring entity has received public funds toward the cost of the project named in the **BDS** for the execution of this procurement and intends to select a Consultant/Firm from those listed in the Letter of Invitation.
- 2.3 The shortlisted Consultants/Firms are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **BDS**, for consulting services named in the **BDS**. The Proposal will be the basis for negotiating and ultimately signing the contract with the selected Consultant/Firm.
- 2.4 The Consultants/Firm should familiarize themselves with the local conditions and take them into account in preparing their Proposals, which may include attending a pre-Proposal conference if one is specified in the **BDS**. Attending any such pre-Proposal conference is optional and is at the Consultant/Firms' expense.
- 2.5 The procuring entity will provide timely, at no cost to the Consultant/Firms, the inputs, relevant project data, and reports required for the preparation of the Consultant/Firm's Proposal as specified in the **BDS**.

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

3. Conflict of Interest

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

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

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

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

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

(b) Conflicting activities

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

(c) Conflicting assignments

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

(d) Conflicting relationships

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

acceptable to the procuring entity throughout the selection process and the execution of the contract.

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

4. Unfair Competitive Advantage

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

5. Fraud, Corruption and Other Prohibited Practices

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

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

5.2 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 bidder 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.

6 Eligible bidders

6.1 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 award of contract provided that the procurement contract requires the contractor to be physically located in Jamaica.

6.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate their compliance with Section 15 of the Act at the time of award of contract provided that the procurement contract requires the contractor to be physically located in Jamaica.

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

7 Disqualified Bidders

7.1 Failure to directly **obtain** the bidding documents from the procuring entity will result in disqualification from the procurement proceedings.

7.2 A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders 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.

- 7.3 A bidder that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 7.4 A Bidder falling in any of the disqualification grounds in sections 18 and 19 of The Public Procurement Regulations 2018 shall be disqualified

8 Joint Venture

- 8.1 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 14. This does not limit the participation of Subcontractors in more than one bid.
- 8.2 A bidder may be a firm that is a private entity or the combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
- 8.3 Except as provided in ITB Sub-Clauses 5.2 and 6.1, this bidding process is open to:
 - (a) if a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, those firms - in case of JV with the same partner(s) and JV - that have been pre-qualified. The BDS specifies whether pre-qualified bidders may submit joint bids; or
 - (b) if a pre-qualification process has not been undertaken for the Contract(s) for which these bidding documents have been issued, then the provision of sub-clauses 5.3 and 47.1 apply.
- 8.4 An eligible Consultants/Firms has the right to a reconsideration or review of an action or decision of the procuring entity in accordance with the reconsideration and review procedures described in the Public Procurement Manual.

B. Preparation of Proposals

9 General Considerations

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

10 Cost of Preparation of Proposal

- 10.1 The Consultant/Firm shall bear all costs associated with the preparation and submission of its Proposal, and the procuring entity shall not be responsible or liable for those costs.
- 10.2 The procuring entity shall incur no liability by virtue of it exercising its power to cancel a procurement in accordance with Sections 41 and 44 of the Act.
- 10.3 Notwithstanding ITC/F Sub-Clauses 8.1 and 8.2, should the Procurement Review Board, following an application for reconsideration decide that the actions of the procuring entity were not in compliance with the provisions of the Act or the

regulations, the Procurement Review Board may require the payment of compensation for any reasonable costs incurred by the Consultant/Firm. Any payment shall be limited to the costs of the preparation of the Proposal or the costs relating to the application, or both.

11 Language

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

12 Documents Comprising the Proposal

- 12.1 The Proposal shall comprise the documents and forms listed in the BDS.
- 12.2 In addition to the requirements under ITC/F 10.1, Proposals submitted by a JV shall include a copy of the JV Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a JV Agreement in the event of a successful Proposal shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.

13 Only one Proposal

- 13.1 The Consultant/Firm (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant/Firm, including any JV member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.
- 13.2 This does not, however, preclude a Sub-consultant, or the Consultant/Firm's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the BDS.

14 Proposal Validity

- 14.1 Proposals shall remain valid for the period **specified in the BDS** after the Proposal submission deadline date prescribed by the procuring entity. A Proposal valid for a shorter period shall be rejected by the procuring entity as non-responsive. During this period, the Consultant/Firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 14.2 If it is established that any Key Expert nominated in the Consultant/Firm's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC/F.

a. Extension of Validity Period

- 14.3 The procuring entity will make its best effort to complete the negotiations within the Proposal's validity period. However, should the need arise, the procuring entity may request, in writing, all Consultant/Firms who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 14.4 If the Consultant/Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

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

b. Substitution of Key Experts

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

c. Sub-Contracting

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

15 Clarification and Amendment of RFP

- 15.1 A prospective Consultant/Firm requiring any clarification of the bidding documents shall contact the procuring entity in writing at the procuring entity's address specified in the BDS. The procuring entity will respond in writing to any request for clarification, provided that such request is received prior to the period stated in the BDS. In the case of electronic bidding clarifications should be submitted through the GOJEP System. The procuring entity shall forward copies of its response to all those who have acquired the bidding documents directly from it, including a description of the inquiry but without identifying its source.
- 15.2 Should the procuring entity deem it necessary to amend the bidding documents as a result of a clarification or the pre-Proposal meeting, it shall do so following the procedure under ITC/F Sub-Clauses 13.3 to 13.5.
- 15.3 At any time prior to the deadline for submission of consulting services, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant/Firm, amend the bidding documents. Later amendments on the same subject modify or replace earlier ones.
- 15.4 Amendments will be provided in the form of Addenda to the bidding documents, which will be sent in writing to all prospective Consultants/Firm that received the bidding documents from the procuring entity. Addenda will be binding on Consultant/Firms. Consultant/Firms are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Consultant/Firm in its Proposal. In the case of electronic bidding any amendments to the bidding documents will be issued through the GOJEP System.
- 15.5 In order to afford prospective Consultant/Firms reasonable time in which to take the amendment into account in preparing their consulting services, the procuring entity may, at its discretion, extend the deadline for the submission of consulting services, in which case, the procuring entity will notify all Consultant/Firms in writing of the extended deadline for the submission of consulting services, pursuant to ITC/F Clause 17.
- 15.6 If the clarification results in the RFP being materially inaccurate the procuring entity shall withdraw and reissue the RFP. Consultant/Firms who obtained these original documents will be permitted to participate without penalty.

16 Preparation of Proposals - Specific Considerations

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

- i. If a shortlisted Consultant/Firm considers that it may enhance its expertise for the assignment by associating with other Consultant/Firms in the form of a JV or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **BDS**. In all such cases a shortlisted Consultant/Firm must obtain the written approval of the procuring entity prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant/Firm shall be a lead member. If shortlisted Consultants/Firm associate with each other, any of them can be a lead member
- ii. The procuring entity may indicate in the **BDS** the estimated Key Experts' time input (expressed in person-month) or the procuring entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant/Firm's own estimates for the same.
- iii. If stated in the **BDS**, the Consultant/Firm shall include in its Proposal at least the same time input (in the same unit as indicated in the **BDS**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the **BDS**.
- iv. For assignments with a fixed budget, the estimated Key Experts' time input is not disclosed. Total available budget, exclusive of taxes, is given in the **BDS**, and the Financial Proposal shall not exceed this budget.

17 Technical Proposal Format and Content

- 17.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 17.2 Depending on the nature of the assignment, the Consultant/Firm is required to submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as indicated in the **BDS** and using the Standard Forms provided in Section 3 of the RFP.

18 Financial Proposal

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

19 Price Adjustment

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

20 Taxes

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

21 Currency of Proposal and Payment

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

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

C. Submission, Opening and Evaluation

22 Submission, Sealing, and Marking of Proposals

- 22.1 The Consultant/Firm shall prepare one original of the documents comprising the Proposal as described in ITC/F Clause 10 and clearly mark it "ORIGINAL". In the case of electronic bidding the Proposal uploaded on the GOJEP system shall be the "ORIGINAL". For hard copy Proposals, the Consultant/Firm shall submit copies of the Proposal, in the number specified in the **BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Proposal shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the Consultant/Firm. All pages must also be initialled by the authorized person. This authorization shall consist of a power of attorney and shall be attached to the Proposal.
- 22.3 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 22.5 Proposals shall be submitted by hand in hard copy or electronically as specified in the **BDS**.
- (a) Consultants/Firms submitting consulting services by mail or by hand shall enclose the original and each copy of the Proposal, including alternative consulting services, if permitted, in accordance with ITC/F Clause 14, in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITC/F Sub-Clauses 17.6 to 17.9.
- (b) Consultant/Firms submitting consulting services electronically shall follow the GOJEP procedures as described in the Quick Guide for Suppliers.
- 22.6 For hard copy consulting services the original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant/Firm, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."
- 22.7 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."
- 22.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, reference number, the name of the assignment, Consultant/Firm's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **BDS**]".

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

23 Confidentiality

- 23.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of contract award, shall not be disclosed to Consultant/Firms or any other persons not officially concerned with such process until publication of the Contract Award.
- 23.2 Any effort by a Consultant/Firm or any person to influence the procuring entity in the examination, evaluation, comparison, and post-qualification of the consulting services or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its Proposal.
- 23.3 Notwithstanding ITC/F Sub-Clause 18.2, from the time of Proposal opening to the time of Contract Award, if any Consultant/Firm wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing.

24 Opening of Technical Proposals

- 24.1 For hard copy consulting services, the procuring entity shall conduct the Proposal opening in public at the address, date and time **specified in the BDS** and in accordance with ITC/F Sub-Clauses 19.2 to 19.6. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC/F.
- 24.2 For electronic bidding the GOJEP System shall prepare a Proposal opening report that shall include, as a minimum: (i) the name and the country of the Consultant/Firm or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **BDS**. A copy of the report will be distributed to all Consultants/Firms who submitted a Proposal.
- 24.3 Envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant/Firm. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Consultant/Firm, the corresponding Proposal will be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 24.4 Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further.
- 24.5 All other envelopes shall be opened one at a time, reading out: (i) the name and the country of the Consultant/Firm or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **BDS**.
- 24.6 The procuring entity shall prepare a record of the Proposal opening.

24.7 The Consultant/Firms' representatives who are present shall be requested to sign the attendance sheet.

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

25 Late bids

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

25.2 In the case of electronic bidding, late submission will be Automatically rejected by the system. Consultants/Firms are therefore urged to commence tender upload at least two (2) hours prior to the submission time. The GOJ will not be held liable for tenders not submitted on time due to late commencement of tender upload. At the FIRST sign of any technical difficulties kindly make contact with the Ministry of Finance via the contact numbers listed, **Ministry of Finance, Customer Service Desk at: (876) 932-5220, 932-5246, 932-5253/932-5251/932-5244.**

26 Proposals Evaluation

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

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

27 Evaluation of Technical Proposals

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

28 Public Opening of Financial Proposals

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

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

29 Correction of Errors

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

a. Time-Based Contracts

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

b. Lump Sum Contracts

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

30 Taxes

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

31 Conversion to a Single Currency

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

32 Combined Quality and cost Evaluation

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

D. Negotiations and Award

33 Negotiations

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

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

34 Availability of Key Experts

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

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

35 Technical negotiations

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

36 Financial negotiations

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

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

36.3 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultant/Firms in similar contracts. In such case, the procuring entity may ask for clarifications and, if the

fees are very high, ask to change the rates after consultation with the procuring entity

37 Conclusion of Negotiations

- 37.1 The negotiations are concluded with a review of the finalized draft contract, which then shall be initialed by the procuring entity and the Consultant/Firm's authorized representative.
- 37.2 If the negotiations fail, the procuring entity shall inform the Consultant/Firm in writing of all pending issues and disagreements and provide a final opportunity to the Consultant/Firm to respond. If disagreement persists, the procuring entity shall terminate the negotiations informing the Consultant/Firm of the reasons for doing so. The procuring entity will invite the next-ranked Consultant to negotiate a contract. Once the procuring entity commences negotiations with the next-ranked Consultant/Firm, earlier negotiations cannot be reopened.

38 Award of Contract

- 38.1 On conclusion of the negotiations and prior to the expiration of the period of Proposal validity, the procuring entity shall notify all Consultants/Firms, in writing, of the determination of the successful Proposal including all the information required by Section 44(2) of the Act.
- 38.2 The date of the notification under ITC/F Sub-Clause 30.1 establishes the commencement of the standstill period specified in the **BDS**. During this time Consultant/Firms may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their consulting services were not selected.
- 38.3 On the expiry of the standstill period the procuring entity shall send the successful Consultant/Firm the initialed draft contract.
- 38.4 The successful Consultant/Firm shall return the signed contract within 28 days from the date of the Letter of Acceptance and shall sign, date, and return to the procuring entity the signed Contract Agreement.
- 38.5 On receipt of the signed Contract Agreement the procuring entity will immediately notify in writing all unsuccessful Consultant/Firms, of the final results of the bidding process.
- 38.6 Following signature of the Contract Agreement, the procuring entity shall publish, in the manner prescribed by the Office, the results, identifying the name of the Consultant/Firm, the contract price and the contract number.
- 38.7 The Consultant/Firm is expected to commence the assignment on the date and at the location specified in the **BDS**.

Section 2.BDS

A. General Provisions	
ITC 2.1	<p>The procuring entity is: Planning Institute of Jamaica</p> <p>The name and identification number of the RFP are: FCG/GOJ/CON/20</p> <p>The number, identification and names of the lots comprising this RFP are: Not applicable.</p>
ITC 2.2	The name of the Project is: FCG/GOJ/CON/20: Development of a Jamaica Legal Information Portal
ITC 2.3	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The name of the assignment is: FCG/GOJ/CON/20: Development of a Jamaica Legal Information Portal</p>
ITC 2.4	<p>A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Date of Pre-proposal conference: November 16, 2022</p> <p>Time: 10am (local time)</p> <p>Place: Virtual Meeting via Zoom</p> <p>Zoom Meeting ID: 885 1844 4809</p> <p>Zoom Password: 438966</p> <p>Zoom Link:</p> <p>https://us02web.zoom.us/j/88518444809?pwd=S0JlaXFrZTErWi9QSGxhNFRERTBldz09</p> <p>Telephone: 876 935 5030</p> <p>Facsimile: n/a</p> <p>E-mail: cswalker@pioj.gov.jm with copy to dwint@pioj.gov.jm and kmelliott@pioj.gov.jm</p> <p>Contact person/conference coordinator: Mrs. Calesha Stewart-Walker, Procurement Officer</p>
ITC 2.5	<p>The procuring entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>N/A</p>
ITC 2.6	<p>Bidding will be conducted in accordance with GOJEP procedures as further defined in the Quick Guide for Suppliers.</p> <p>The Bidder must submit a valid Tax Compliance Letter at the time of bid submission and proof of a valid registration with the Public Procurement Commission: (Consulting Services - General).</p> <p>For more information: http://www.ocg.gov.jm</p>
ITC 3.2(d)	N/A
ITC 4.1	N/A

ITC 6.1	Maximum number of members in the JV shall be: 3
B. Preparation of Proposals	
ITC 10.1	<p>The Proposal shall comprise the following:</p> <p><u>[For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p>
ITC 11.2	<p>Participation of Sub-Consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
ITC 12.1	Proposals must remain valid for <i>180 days</i> calendar days after the Proposal submission deadline (i.e., until: <i>June 12, 2023</i>).
ITC 13.1	<p>Clarifications may be requested no later than 15 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Electronic mail address: dwint@pioj.gov.jm with copy to kmelliott@pioj.gov.jm and cswalker@pioj.gov.jm</p> <p>Please note that all clarifications should be submitted through the e-GP System. All clarification responses will be provided through the e-GP System.</p>
ITC 14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted Consultant(s): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Or</p> <p>(b) other shortlisted Consultants: Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/></p>
ITC 14.1.2	Estimated total cost of the assignment: USD316,000.00 (<i>inclusive of maintenance</i>)
ITC 14.1.3 <i>[for time-based contracts only]</i>	<i>Not applicable.</i>
ITC 14.1.4	The total available budget for this assignment is: Please refer to ITC 14.1.2 above (inclusive of taxes).

and ITC 27.2	
ITC 15.2	<p>The format of the Technical Proposal to be submitted is: FTP <u>X</u> or STP ____</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
ITC 16.1	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the consulting services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>communications costs;</i></p> <p>(4) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
ITC 16.2	<p>A price adjustment provision applies to remuneration rates: Yes _____ or No <u>X</u></p>
C. Submission, Opening and Evaluation	
ITC 17.1	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and;</p> <p>(b) Financial Proposal: one (1) original.</p>
ITC 17.5	<p>Proposals will be submitted in <i>electronically</i>.</p> <p><i>The electronic submission procedures shall be:</i></p> <p><i>Proposals must be submitted electronically at www.gojep.gov.jm (e-GP procedures are defined in the e-GP System: Quick Guide for Suppliers).</i></p> <p><i>NB. Consultants are recommended to commence tender upload at least two (2) hours prior to the deadline for submission. The Procuring Entity will not be held liable for submissions not submitted due to late commencement of tender upload.</i></p> <p><i>For assistance regarding registration on the portal, how to download tender documents or upload of submissions, please contact the Ministry of Finance and the Public Service, Office of Public Procurement Policy Customer Care desk at: (876) 806-5149/458/4536, 932-5220, 932-5244, 932-5253, 932-5251, 932-5246, 932-5205/ or via email at oppccustomer@moef.gov.jm</i></p> <p><i>LATE SUBMISSIONS WILL BE AUTOMATICALLY REJECTED BY THE SYSTEM.</i></p>
ITC 17.6 and ITC 17.8	<p>The Proposals must be submitted no later than:</p> <p>Date: <i>December 14, 2022</i></p> <p>Time: <i>14:00 (local time)</i></p> <p>The Proposal submission address is: www.gojep.gov.jm</p>
ITC 19.1	<p>The opening shall take place at: <i>same as the proposal submission address - Electronically via GOJEP</i></p> <p>Date: same as the submission deadline indicated in 17.6.</p>

	Time: <i>15:00 (local time)</i>																		
ITC 19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: <i>N/A</i>																		
ITC 22.1 <i>[for FTP]</i>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant/Firms relevant to the assignment: 10 points</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: 45 points</p> <p>a) Technical approach and methodology 30 points</p> <p>i. <i>Compliance with the Mandatory Functional Requirements: (12 points)</i></p> <table border="1"> <tr> <td>0%</td><td>Less than 75% of Mandatory Functional Requirements met</td></tr> <tr> <td>75%</td><td>75-79% of Mandatory Functional Requirements</td></tr> <tr> <td>80%</td><td>80-89% of Mandatory Requirements</td></tr> <tr> <td>90%</td><td>90-99% of Mandatory Requirements</td></tr> <tr> <td>100%</td><td>100% of Mandatory Functional Requirements</td></tr> </table> <p>ii. <i>Compliance with the Preferred Functional Requirements: (6 points)</i></p> <table border="1"> <tr> <td>40%</td><td><50% of Preferred Requirements are met</td></tr> <tr> <td>60%</td><td>50-75% of Preferred Requirements are met</td></tr> <tr> <td>85%</td><td>76-90% of Preferred Requirements are met</td></tr> <tr> <td>100%</td><td>91-100% of Preferred Requirements are met</td></tr> </table> <p>iii. <i>Proposed methodology is clear and responds to the TORs, including the Non-functional requirements: (12 points)</i></p> <p>b) Work plan 10 points</p> <p>c) Organization and staffing, which should include a Content Management Specialist 5 points</p> <p style="text-align: right;">Total points for criterion (ii): <u>45 points</u></p> <p>(iii) Key Experts qualifications and competence for the assignment:</p> <p>a) <u>KE-1: Project Manager/Team Leader</u> <u>13 points</u></p> <p>1) General qualifications <u>[27% - 3.5 points]</u></p> <ul style="list-style-type: none"> • Postgraduate Degree in Computer Science, Information Technology, Management Information Systems (MIS), or any other related discipline. (50%) <ul style="list-style-type: none"> ○ Postgraduate Degree in other discipline (25%) 	0%	Less than 75% of Mandatory Functional Requirements met	75%	75-79% of Mandatory Functional Requirements	80%	80-89% of Mandatory Requirements	90%	90-99% of Mandatory Requirements	100%	100% of Mandatory Functional Requirements	40%	<50% of Preferred Requirements are met	60%	50-75% of Preferred Requirements are met	85%	76-90% of Preferred Requirements are met	100%	91-100% of Preferred Requirements are met
0%	Less than 75% of Mandatory Functional Requirements met																		
75%	75-79% of Mandatory Functional Requirements																		
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40%	<50% of Preferred Requirements are met																		
60%	50-75% of Preferred Requirements are met																		
85%	76-90% of Preferred Requirements are met																		
100%	91-100% of Preferred Requirements are met																		

	<ul style="list-style-type: none"> • Certification in Project Management (Prince2, PMP, PMI, APM, or equivalent). (50%) <p>2) Adequacy for the assignment <u>[70% - 9 points]</u></p> <ul style="list-style-type: none"> • Experience leading implementation teams for projects of similar size/complexity; evidenced by: <ul style="list-style-type: none"> ○ Three or more projects within the past 5 years (30%) ○ Two projects within the past 5 years (20%) ○ One project within the past 5 years (10%) • Agile experience in the development of business application software and proficiency in Microsoft Project software tool and processes; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (20%) ○ One project within the past 5 years (10%) • Experience in implementing portals and/or Enterprise Content Management Systems or similar system in medium-sized or large organizations; evidenced by: <ul style="list-style-type: none"> ○ <i>Five or more years demonstrable experience (50%)</i> ○ <i>Three to four years demonstrable experience (20%)</i> ○ <i>One to two years demonstrable experience (10%)</i> <p>3) Experience in region and language <u>[3% - 0.5 points]</u></p> <ul style="list-style-type: none"> • Working knowledge of the Jamaica/Caribbean landscape; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 7 years (70%) ○ One project within the past 7 years (30%) <p><u>b) KE-2: Lead Developer 12 points</u></p> <p>1) General qualifications <u>[20% - 2.4 points]</u></p> <ul style="list-style-type: none"> • Bachelor's Degree in Computer Science, Information Technology, Computer Programming, or other related discipline <u>or</u> • Computer Programming Certifications applicable to this assignment. <ul style="list-style-type: none"> ○ Bachelor's Degree in other discipline (10%) <p>2) Adequacy for the assignment <u>[80% - 9.6 points]</u></p> <ul style="list-style-type: none"> • Experience in designing, building, implementing and maintaining websites and software applications; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (25%) ○ One project within the past 5 years (12.5%) • Experience in web applications, programming languages, and web services, such as: APIs, CSS, CSS3, cross-browser compatibility, HTML, HTML5, JavaScript, jQuery, PHP, security principles, REST, SOAP, or web user interface design (UI); evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (25%) ○ One project within the past 5 years (12.5%)
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	<ul style="list-style-type: none"> • Experience in the use and configuration of applications, such as: Drupal, Word Press CMS, Liferay, MS SQL Server, MySQL Database or Apache web server; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (25%) ○ One project within the past 5 years (12.5%) • Experience in the use and configuration of products and techniques, such as, but not limited to: Search engine optimization, Google Webmaster tools, Google developer tools; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (15%) ○ One project within the past 5 years (7.5%) • Experience in producing technical and user training manuals and conducting training; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (10%) ○ One project within the past 5 years (5%) <p>c) KE-3: Business Analyst 10 points</p> <p>1) General qualifications <u>[20% - 2 points]</u></p> <ul style="list-style-type: none"> • Bachelor's Degree Computer Information Systems, Information and Communication Technology or Technical Degree (Computer Engineering etc.) <ul style="list-style-type: none"> ○ Bachelor's Degree in other discipline (10%) <p>2) Adequacy for the assignment <u>[80% - 8 points]</u></p> <ul style="list-style-type: none"> • Experience in Business Analysis/Quality Assurance in automation, implementation and testing of software-based environments; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (25%) ○ One project within the past 5 years (12.5%) • Relevant technical experience in software automation, testing multi-tier web-based applications, implementation and testing, including developing test strategies, test plans and test cases and in creating and managing automated functional testing scripts, inclusive of UATs; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (25%) ○ One project within the past 5 years (12.5%) • Experience in documenting requirements for implementation of software; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (25%) ○ One project within the past 5 years (12.5%) • Experience in the creation of User and Training Manuals; evidenced by: <ul style="list-style-type: none"> ○ Two or more projects within the past 5 years (25%) ○ One project within the past 5 years (12.5%) <p style="text-align: right;">Total points for criterion (iii): [35 points]</p>
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	<p style="text-align: right;">Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program: 10 points</p> <p>a) Relevance of training program <u>2 points</u></p> <p>b) Training approach and methodology <u>5 points</u></p> <p>c) Qualifications of experts and trainers <u>3 points</u></p> <p style="text-align: right;">Total points for criterion (iv): 10 points</p> <p style="text-align: right;">Total points for the four criteria: 100 points</p> <hr style="border-top: 1px dashed black;"/> <p>The minimum technical score (St) required to pass is: <u>70</u></p>
ITC 22.1 <i>[for STP]</i>	N/A
ITC 25.1	For the purpose of the evaluation, the procuring entity will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of consulting services rendered by non-resident experts in Jamaica. If a contract is awarded, at contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the procuring entity on behalf of the Consultant.
ITC 26.1	<p>The single freely convertible currency for the conversion of all prices expressed in various currencies into a single one is: <i>United States Dollars</i></p> <hr/> <p>The official source of the selling (exchange) rate is: <u>Bank of Jamaica</u></p> <p>The date of the exchange rate is: <i>See date at ITC 17.6 and ITC 17.8</i></p>
ITC 27.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = <u>80</u>, and</p> <p>P = <u>20</u></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>

D. Submission, Opening and Evaluation	
ITC 28.1	Expected date and address for contract negotiations: Date: March 2023 Address: Kingston, Jamaica
ITC 30.2	The “standstill” period shall be for 5 days.
ITC 30.7	Expected date for the commencement of the consulting services: Date: <i>May 2023 at: Kingston, Jamaica</i>

Section 3. Technical Proposal – Standard Forms

[Notes to Consultant/Firm shown in brackets [] throughout Section 3 provide guidance to the Consultant/Firm to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

Checklist of Required Forms

Required for FTP or STP[*], (✓)		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	✓
“✓” If applicable		TECH-1 Attachment	If the Proposal is submitted by a JV, attach a letter of intent or a copy of an existing agreement.	✓
“✓” If applicable		Power of Attorney	No pre-set format/form. In the case of a JV, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	✓
✓		TECH-2	Consultant’s Organization and Experience.	30
✓		TECH-2A	A. Consultant’s Organization	
✓		TECH-2B	B. Consultant’s Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring entity.	5
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	200
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	15
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	50

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

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

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

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the procuring entity.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the **BDS**, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC/F 3.
- (d) We meet the eligibility requirements as stated in ITC/F 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to prohibited practices as per ITC/F 5.
- (e) Except as stated in the **BDS**, Clause 12.1, we undertake to negotiate a contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC/F Clause 12 and ITC/F Clause 28.4 may lead to the termination of contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the contract negotiations.
- (g) We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica.

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

We understand that the procuring entity is not bound to accept any Proposal that the procuring entity receives. We understand that the procuring entity may cancel a

procurement at any time prior to the acceptance of the successful Proposal or after the successful Proposal is accepted if

- (i) the Consultant/Firm presenting the Proposal is disqualified under the Public Procurement Act, 2015 or regulations;
- (ii) the procurement is cancelled;
- (iii) the Consultant/Firm presenting the successful Proposal is excluded on the grounds of corruption, unfair competition and a conflict of interest; or
- (iv) the procurement, the Proposal or the Consultant/Firm contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

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

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-2: Consultant/Firm's organization and experience

[For Full Technical Proposal Only]

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

A - Consultant/Firm's Organization

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

B - Consultant/Firm's Experience

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

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

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

[For Full Technical Proposal Only]

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

A - On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

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

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

[For Full Technical Proposal Only]

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

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

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing]

- a) **Technical Approach and Methodology.** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]*
- b) **Work Plan.** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing.** *[Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]*

Form TECH-4: Description of approach, methodology, and work plan for performing the assignment

[For Simplified Technical Proposal Only]

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

[Suggested structure of your Technical Proposal]

- a) **Technical Approach, Methodology, and Organization of the Consultant/Firm's team.** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.]*
- b) **Work Plan and Staffing.** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Comments (on the TOR and on counterpart staff and facilities)** *[Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the procuring entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]*

Form TECH-5: Work schedule and planning for deliverables

[For Full Technical Proposal and Simplified Technical Proposal]

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

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

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

[For Full Technical Proposal and Simplified Technical Proposal]

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

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

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

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

Full time input
 Part time input

Form TECH-6 Curriculum Vitae (CV)

[CONTINUED]

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

[day/month/year]

Name of Expert
Date

Signature

[day/month/year]

Name of authorized
Date

Signature

Representative of the Consultant/Firm

[the same who signs the Proposal]

	Yes	No
(i) This CV correctly describes my qualifications and experience	<input type="checkbox"/>	<input type="checkbox"/>
(ii) I am employed by the procuring entity	<input type="checkbox"/>	<input type="checkbox"/>
(iii) I was part of the team who wrote the terms of reference for this consulting services assignment	<input type="checkbox"/>	<input type="checkbox"/>

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

OR

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

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

Section 4. Financial Proposal - Standard Forms

[Notes to Consultant shown in brackets [] provide guidance to the Consultant/Firm to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

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

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

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of procuring entity]

Dear Sirs:

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

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

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

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

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

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

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

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2: Summary of Costs

Item	Cost			
	<i>[Consultant/Firm must state the proposed Costs in accordance with Clause 16.4 of the BDS; delete columns which are not used]</i>			
	<i>[Insert Foreign Currency # 1]</i>	<i>[Insert Foreign Currency # 2, if used]</i>	<i>[Insert Foreign Currency # 3, if used]</i>	<i>[Insert Local Currency, if used and/or ...]</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: <i>[Should match the amount in Form FIN-1]</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>				
(ii) <i>[e.g., income tax on non-resident experts]</i>				
(iii) <i>[insert type of tax]</i>				
Total Estimate for Indirect Local Tax: _____				

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

Form FIN-3 Breakdown of Remuneration

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

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

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical Proposal only, the Sample Form is used by the selected Consultant/Firm to prepare for the negotiations of the contract. If the RFP requests submission of the financial Proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The procuring entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant/Firm's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

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

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

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

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants/Firms pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant/Firm:

Country:

Assignment:

Date:

Consultant/Firm's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant/Firm's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant/Firm has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant/Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant/Firm's Representations Regarding Costs and Charges
(Model Form I)

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

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Y ear	Social Charge s ¹	Overhea d ¹	Subtot al	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Ho ur	Proposed Fixed Rate per Working Month/Day/Ho ur ¹
Home Office									
Jamaica									

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Form FIN-4 Breakdown of Reimbursable Expenses*

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

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

Legend:

Section 5. Terms of Reference

JAMAICA: FOUNDATIONS FOR COMPETITIVENESS AND GROWTH PROJECT

Loan No.: 9203-JM - Component 1

Assignment Title: Development of a Jamaica Legal Information Portal

Reference No. (as per Procurement Plan): FCG/GOJ/CON/20

1.0 BACKGROUND

Jamaica, like other countries, operates in a rights-based, citizen-centred environment. The Ministry of Legal and Constitutional Affairs¹ (MLCA) has ministerial responsibilities for advancing, upholding and facilitating the Rule of Law in the delivery of justice. The accessibility of laws, regulations and official publication on a real-time basis to citizens and other interested parties is a step towards achieving greater social justice and equity in information flow to all Jamaicans.

The Jamaican Justice System Reform Task Force (JJSRTF) Report published over a decade ago highlights the connection between accessibility to the public of information about the legislation that underpins the functioning of Jamaica's systems of justice and governance generally and the maintenance of democracy, as well as social and economic stability within the society. Included amongst the observations made in the JJSRTF report are the following:

- An effective justice system is essential to a functioning democracy and the rule of law [wherein] the rule of law [accords] to the citizens and residents of the country a stable, predictable and ordered society in which to conduct their affairs.
- The relationship between the rule of law and the justice system can be understood in these terms: The rule of law can, in the end, only be maintained if it rests on the absolute confidence and support of the people. The people must believe that the justice system will give them a fair hearing, that rules and procedures will be simple and work in the interests of justice, not against it, and that the law will be applied without fear or favour to the strong and weak alike.
- The rule of law and effective functioning of the courts and the justice system underwrites the wealth and prosperity of Jamaica by providing the legal certainty, clarity and predictability which are the essential pre-conditions of a successful investment, commerce and finance.
- The strategic importance of an effective justice system and its relationship to social and economic development is even truer today in [a] shrinking, global world with ever increasing mobility of people and capital.

Throughout the JJSRTF report it is indicated, both explicitly and impliedly, that crucial to the efforts to strengthen the Justice System, the application of the Rule of Law and the

¹ The Ministry of Legal and Constitutional Affairs was established in January 2022 to give focused attention to the Government's legislative agenda and legal and constitutional reform. Previously, these matters were under the portfolio of the Ministry of Justice.

efficacy of both in terms of the benefit to the citizen and society generally is ensuring that all those that interact with the system in every form and fashion are, or have the opportunity to be, properly informed. As espoused in the said report, availability of information about the laws are important for several reasons:

- People who are aware of the laws that govern them are less likely to be in conflict with them;
- People who come in contact with the system for whatever reason - as an offender, as a victim, as a witness, as a litigant - may not be aware of their obligations or where to get information about their situation;
- Information and education are important aspects of crime prevention;
- Every citizen in a democratic society has a need and a responsibility to be aware of his or her rights and responsibilities, as well as the rights and responsibilities of others;
- Knowledge about the law can help people better identify the kind of legal advice or assistance they may require; and
- Knowledge about how to access legal services within the system can be essential to citizens who are at a disadvantage for economic and other reasons, including discrimination.

Therefore, Access to Information by the public will aid greatly in the building of a justice system that is open, accountable, inclusive and effective.

Furthermore, the National Development Plan (NDP), also produced over a decade ago and dubbed 'Vision 2030', has as its central endeavour the attainment of a reality wherein "Jamaica [is] the place of choice to live, work, raise families, and do business". Under the NDP, Goal 2 (of 4), which states that the "Jamaica Society is safe, cohesive and just", is related to the mandate of the MLCA, and is further subdivided into Outcomes 5 - Security and Safety, and 6 - Effective Governance. The question of 'Effective Governance', as highlighted by the observations outlined in the JJSRTF report and also within the NDP itself, is one that is integrally linked to the application of the Rule of Law, and the proper administration of a robust and responsive Justice system. The MLCA, being aware of the above-stated, has committed, through its strategic priorities and objectives, to being the leader in the development of a modernized justice framework, which engenders trust and confidence. Accordingly, of great importance to the strengthening of the application of the Rule of Law, alongside the associated development of a modern and inclusive Justice system, is ensuring that there is increased access to, and awareness of, information concerning the Laws of Jamaica by all users and stakeholders.

In this vein, with these principles and considerations in focus, there is also a recognition that in an increasingly technological world, where information is shared and accessed largely by way of the internet and other 'new media' platforms, the operating of a modern, functional, current website is critical to the efforts of any organization in their efforts to provide their stakeholders with timely information that can facilitate the effective delivery of services. This is particularly true for public institutions, including Government Ministries, Departments and Agencies (MDAs) that have a duty to ensure the availability of information that is vital to the public interest, and relevant to the rights, responsibilities and well-being of the citizenry. Such is the case with the MLCA and its mandate to facilitate access to information regarding the Laws of Jamaica.

Current Situation

The MLCA, through its relevant constituent bodies - namely the Law Revision Secretariat and the Legal Reform Department² - is keenly interested in expanding its presence within Jamaica's digital information space, and improving the facilities that are available regarding open access to official, reliable, wide-ranging information on the Laws of Jamaica, for the benefit of Jamaican citizens, regional and international partners, and all interested parties. The intended vehicle for achieving this aim is the execution of a proposed project involving the development of a dedicated 'Jamaica Legal Information Portal' (website) offering advanced search functionality and expanding the availability of legislation in various forms, including Revised Statutes and Subsidiary Legislation, Acts of Parliament and with a particular focus on inaugurating access to official information contained in the Jamaica Gazette publications, as well as content giving notification of various seminal judicial and legislative developments.

The Ministry of Justice (MOJ) has, for several years, maintained an official website providing information on a range of areas of responsibility and/or focus, and has also maintained a subsidiary webpage, accessed through the main site, that is dedicated to the provision of information relating specifically to the Laws of Jamaica. This webpage offers members of the public access to the Revised Laws of Jamaica, both Statutes and Subsidiary Legislation, updated (in terms of new legislation and amendments incorporated) to 2014. Additionally, there is another webpage, ancillary to the aforementioned 'Laws' webpage, that provides access to new Acts of Parliament and a limited selection of recently 'gazetted' pieces of legislation (Regulations, Orders, etc.) not yet consolidated into the Revised Laws.

However, there have been questions raised by end-users from various quarters concerning the degree to which the current webpage may be considered 'user-friendly', with 'usability' of the site and 'searchability' of the site's content being the central issues. The various facets of said issues include the fact that the information available, whilst actually present online, is not always accessible via a single, easy-to-use search feature, as well as the fact that the existing search capability is restricted to a limited, predefined set of search terms associated with each piece of legislation existing within the database, meaning that only those search terms (of specific variations thereof) will return results. As such, the proposed project aimed at improving the online facilities currently available to address these (and other) issues would involve, amongst other things, the development of the appropriate background architecture for a web platform that will permit a wider range of search parameters, as well as the front-end design, to include the page layout and navigation structure, to allow users to easily identify and utilize the search and various other features.

Another important feature to be targeted for expansion/incorporation would be facilitating greater access to Acts of Parliament and the Gazette publications. Such an effort would be aimed at both recent Acts, which is something that presently exists albeit to a limited degree, as well as historical Acts, all of which would be appropriately organized by year and/or category and made available by means of an easily navigable repository.

² The Management Information Systems Branch located in Ministry of Justice will support the execution of this consultancy.

In addition, the Government of Jamaica, through the Ministry of Justice and now, the MLCA, has for some time now held a keen interest in widening access to information on a wide variety of legal information such as subsidiary legislation, public notices and other important, albeit sometimes esoteric, information covering a wide range of topics, all of which are officially published in the Jamaica Gazette. As such, the intention had previously been to establish a dedicated website that would allow greater and easier access to the assortment of legislative, regulatory and administrative information contained in the numerous issues of this vital publication. In fact, the development of a Jamaica Gazette website was previously undertaken several years ago, and had even progressed to the point of having a functioning ‘test site’, with approximately 495 Gazettes uploaded and accessible through the website. This website was operational for about a year, but was eventually taken offline, seemingly due largely to unresolved questions surrounding funding and maintenance. Subsequent to this, the Ministry has made further forays into this area, exploring the question of how best to bring this aspiration to fruition, with such ideas as integrating this initiative into the Ministry’s existing web facilities, which would essentially create a single, centralized point of access for information pertaining to Jamaica’s legislative landscape.

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, modernising 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.

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. 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 objective of the assignment is to design, develop and implement a dedicated Jamaica Legal Information Portal (JLIP).

Results to be achieved by the consultancy are:

- JLIP, fully developed and operational
- Technical and User Manuals documents
- Stakeholders trained in the use and maintenance of the portal
- Maintenance and Sustainability Plan

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 Phase

- a) Conduct review of the JLIP Functional and Technical Requirements (see Appendix I).
- b) Conduct review of Platform in MOJ, including documentation.
- c) Conduct inception workshops with all relevant stakeholders to review existing business processes and validate existing functional requirements.
- d) In consultation with IT and data management personnel, create template(s) for the sharing, transfer, and upload of updated datasets from MLCA, MOJ, Parliament and Jamaica Printing Service to the platform.
- e) Provide definition and system specifications of the JLIP.
- f) Finalize a template for progress reports.
- g) Prepare and submit an Inception Report.
- h) Prepare and submit an updated Requirements Specification document

Deliverable: Inception Report

Deliverable: Requirements Specification document

3.2 Define, Build and Implement the JLIP

- a) Design and build the JLIP in accordance with the approved requirements.
- b) Develop user interface components as needed.
- c) Oversee the successful deployment of the JLIP.
- d) Facilitate user testing, bug reporting, and tracking; and document system failures and corresponding solutions and address all identified issues during the warranty period.
- e) Conduct quality assurance and user acceptance testing
- f) Conduct load, security and penetration testing in the production environment
- g) Upload subset of legislation and Gazettes to production platform³.

³ Permission is being sought to obtain Acts of Jamaica for 1845-1967 from another website.

- h) Develop electronic and hardcopy system design documentation for all aspects of the JLIP.
- i) Document source codes or customizations made to the platform for transfer to MLCA.

Deliverables:

- Completed JLIP⁴, portal built and sample data loaded to enable testing
- Updated JLIP (with changes arising from the testing process) deployed to the production environment
- Quality Assurance and User Acceptance Testing Reports
- Load, Security and Penetration Testing Reports
- Source Codes for Platform

3.3 Preparation of Technical and User Manuals and Training

- a) The Consultant Team should develop the following:
 - i. JLIP Technical Manual, documenting the final system.
 - ii. Training Manuals for Executives, IT Administrators and General Users
 - iii. Training videos for Executives and General users
- b) Conduct training in the use of the platform for at least fifty (50) end-users. The number of persons to be trained will be finalized during the Inception Phase.
- c) Undertake training of IT Administrators and Data Managers in the use and maintenance of the platform. This would include stakeholders responsible for data updates as well as post-implementation support.

Deliverables:

- Hard and soft copies of Technical and User Manuals
- User Training Videos
- Training Reports

3.4 Maintenance and Sustainability of JLIP

- a) Develop Maintenance and Sustainability plan for the portal.
- b) Develop electronic tools to monitor the use of the portal and for user feedback.
- c) Provide for a one-year warranty period, wherein any system problem/bug encountered can be addressed. See Appendix II for more details on minimum requirements for Application Warranty and Maintenance Support Service for a 12 Months Period.

Deliverable: Maintenance and Sustainability Plan

3.5 Reporting

- a) Prepare and Submit Monthly Progress Reports in the template to be agreed at Project Inception.

⁴ JLIP must be fully tested and all changes made to the platform

- b) Prepare and Submit a Final Report detailing overview of activities, review of JLIP use, user perspectives, issues and lessons learned.

Deliverables:

- **Monthly Progress Reports**
- **Final Report on JLIP Development and Implementation**

4.0 TEAM COMPOSITION & QUALIFICATION REQUIREMENTS FOR THE KEY EXPERTS

The following key experts are required on the consultant team:

Key Expert 1: Project Manager/Team Leader

The Project Lead will be responsible for coordinating all activities under this assignment. The Project Lead should satisfy the following requirements:

- Postgraduate Degree in Computer Science, Information Technology, Management Information Systems (MIS), or any other related discipline
- Certification in Project Management (Prince2, PMP, PMI, APM, or equivalent).
- Experience leading implementation teams for projects of similar size/complexity; evidenced by three or more projects within the past 5 years.
- Agile experience in the development of business application software and proficiency in Microsoft Project software tool and processes; evidenced by two or more projects within the past 5 years.
- Five or more years demonstrable experience in implementing portals and/or Enterprise Content Management Systems or similar system in medium-sized or large organizations.
- Working knowledge of the Jamaica/Caribbean landscape; evidenced by two or more projects within the past 7 years.

Key Expert 2: Lead Developer

The Lead Developer should satisfy the following requirements:

- Bachelor's Degree in Computer Science, Information Technology, Computer Programming, or other related discipline or Computer Programming Certifications applicable to this assignment.
- Experience in designing, building, implementing and maintaining websites and software applications; evidenced by two or more projects within the past 5 years.
- Experience in web applications, programming languages, and web services, such as: APIs, CSS, CSS3, cross-browser compatibility, HTML, HTML5, JavaScript, jQuery, PHP, security principles, REST, SOAP, or web user interface design (UI); evidenced by two or more projects within the past 5 years.
- Experience in the use and configuration of applications, such as: Drupal, Word Press CMS, Liferay, MS SQL Server, MySQL Database or Apache web server; evidenced by two or more projects within the past 5 years.
- Experience in the use and configuration of products and techniques, such as, but not limited to: Search engine optimization, Google Webmaster tools, Google developer tools; evidenced by two or more projects within the past 5 years.

- Experience in producing technical and user training manuals and conducting training; evidenced by two or more projects within the past 5 years.

Key Expert 3: Business Analyst

The Business Analyst should satisfy the following requirements:

- Bachelor's Degree Computer Information Systems, Information and Communication Technology or Technical Degree (Computer Engineering etc.)
- Experience in Business Analysis/Quality Assurance in automation, implementation and testing of software-based environments; evidenced by two or more projects within the past 5 years.
- Relevant technical experience in software automation, testing multi-tier web-based applications, implementation and testing, including developing test strategies, test plans and test cases and in creating and managing automated functional testing scripts, inclusive of UATs; evidenced by two or more projects within the past 5 years.
- Experience in documenting requirements for implementation of software; evidenced by two or more projects within the past 5 years.
- Experience in the creation of User and Training Manuals; evidenced by two or more projects within the past 5 years

Non-Key Expert 1: Content Management Specialist

The Content Management Specialist should satisfy the following requirements:

- An undergraduate degree in Communications, Content Development or other relevant field.
- At least 7 years' relevant experience in content development, including at least two major projects in recent seven-year portfolio.
- Relevant certifications/training in the area of content development.
- Experience in simplification and editing of highly technical content.
- Competent in the use of relevant software.
- Demonstrated experience working with stakeholders in the public and private sectors.

Other Non-Key Experts

The consultant must select and hire other experts as required according to the profiles required and as identified in their methodology. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

5.0 REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

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 Legal and Constitutional Affairs, the Supervising Entity. The Supervising Entity shall be responsible for general oversight of the project, the approval of contractual reports and payment requests. The designated representative of the Supervising Entity is the Permanent Secretary, or his designate.

The intended start date is April 2023 and the period of implementation of the contract will be 13 months.

The consultant will be required to provide the following reports:

Report	Minimum Content	Time of Submission	Review Period	Payment %
<i>Deliverable #1: Inception Report and Requirements Specifications</i>	Overview of existing website, summary of Workshop (s) proceedings, template for progress report, Spreadsheet template for sharing of datasets. Appendix - Requirements Specifications. This report should include Business Drivers, Business Model, Functional and Systems Requirements, Technical Requirements, System Quality, Constraints and Assumptions, Acceptance Criteria.	Within six (6) weeks of contract inception	Two (2) weeks	20%
<i>Deliverable #2: Completed JLIP</i>	Completed JLIP developed in accordance with specifications, configured, and sample data loaded to enable testing. Finalized User Acceptance Test (UAT) Plans	Three (3) months after approval of Deliverable #1	Two (2) weeks	30%
<i>Deliverable #3: User Acceptance Testing and Quality Assurance Reports</i>	The report must include testing methodologies (e.g. unit level, pairs, system) dates and logs.	Within two (2) weeks after approval of Deliverable #2	Two (2) weeks	5%
<i>Deliverable #4: Updated JLIP</i>	Updated JLIP with changes arising from UAT	Within two (2) weeks after the	Two (2) weeks	10%

Report	Minimum Content	Time of Submission	Review Period	Payment %
<i>with changes arising from UAT and deployment to Production Environment</i>	and quality assurance sessions. Deployment to and tested in production environment, and all source Codes handed over to MLCA	approval of Deliverable #3		
<i>Deliverable #5: Load, Security and Penetration Testing Reports and resolution</i>	The report must include test methodologies, dates, logs, issues identified and resolved .	Within four (4) weeks after approval of Deliverable #4	Two (2) weeks	5%
<i>Deliverable #6: Technical and User Manuals and User Videos</i>	Technical Manual should provide a full documentation of the final system. User manuals should document detailed pictorial and written texts for each level of user, executives, general users and IT staff. User training videos on how to navigate each major element of the JLIP should be prepared for executive and general users.	Within three (3) weeks after approval of Deliverable #5	Two (2) weeks	10%
<i>Deliverable #7: Training Workshops Reports</i>	Training workshop for stakeholders. Training reports including register of participants, issues raised and recommendations	Within two (2) weeks after approval of Deliverable #6	One (1) week	5%
<i>Deliverable #8: Maintenance and Sustainability Plan Document</i>	Procedures for maintenance of Upgraded JLIP.	Within two (2) weeks after approval of Deliverable #7	Two (2) weeks	10%

Report	Minimum Content	Time of Submission	Review Period	Payment %
	See Appendix II for further details			
<i>Deliverable #9: Monthly Progress Reports</i>	Progress Report should provide the following: Accomplishments from the prior period; Planned actions for the next period; Updates on the status of any issues affecting assignments; Issues requiring action or escalation; Risks to project and actions taken/proposed to manage those risks.	Within five (5) days after the end of the month	One (1) week	n/a
<i>Deliverable #10: Final Report</i>	Final overview of activities, review of JLIP use, user perspectives, issues and challenges and how they were addressed.	Within two (2) weeks after approval of Deliverable #8	One (1) week	5%

Reports may be submitted in soft/electronic copy using both Microsoft Word and Adobe PDF. The Final Report shall be delivered by electronic copy as above, via email. Each Report mentioned above, except the monthly status report, should be presented to Project Team to facilitate review and approval by MLCA.

Where deliverables are subject to revision following review, the Consultant shall provide the updated version in tracked change and clean formats, along with a comments review matrix as may be appropriate.

The Consultant will be required to participate in monthly contract execution update meetings to facilitate proactive monitoring and mitigation of risks. These should be included in the workplan, which is a part of the Inception Report. The Consultant shall maintain a rolling list of Action Items resulting from these meetings and provide updates at each subsequent meeting.

All deliverables and source codes produced under this assignment are the property of the GoJ and cannot be reproduced, shared, or distributed without prior consent of the Contracting Authority and Supervising Entity.

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 - MLCA.

The Consultant Team will be home based and will only be accommodated at the MLCA as needed.

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

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

Appendix I- Functional and Technical Requirements

Req. ID	Requirement Description	Priority
User Interface and Design		
UI 1.01	The system will provide compatibility with modern web browsers, including MS Edge, Safari, Firefox, and Chrome.	M
UI 1.02	The system will implement a responsive design in order to allow the content being displayed to be arranged to a layout best suited for the device the system is being accessed from, e.g., mobile phones, tablets, laptops, and desktop computers.	M
UI 1.03	The system will provide a user interface design that is consistent and user friendly	M
UI 1.04	The system should enable the users to easily navigate the site with little-to-no training using intuitive toolbars, tabs, easy access features and seamless interface.	M
UI 1.05	The system will implement standard web features and pages, such as, Navigation bar, site maps, FAQ Page, and Contact Us Page	M
UI 1.06	The system will provide intuitive, appropriate interfaces for the different groups of users	M
UI 1.07	The system will provide visual cues/indications for required fields	M
UI 1.08	The system will provide clear notifications and validation messages to the users when an action is required	M
UI 1.09	The system will provide search form that is easily accessible from the home screen	M
UI 1.10	The system should provide access to frequently accessed acts and regulations from the home screen	P
UI 1.11	The system should provide access to latest news or updates within the context of the Legal Information Platform on the home screen	P
UI 1.12	The system will implement a printer-friendly version of all search results and pages	M
User Account Creation and Management		
ACM 1.01	The system will display conditions of use which the user must accept before being allowed to create a profile on the JLIP website.	M
ACM 1.03	The system will allow the user to create a profile by selecting a link on the website and inputting the relevant details which should include email address and password for access to ecommerce services.	M
ACM 1.04	The system will require user profiles to be verified by sending verification code via email address or to the phone number supplied by SMS.	M
ACM 1.05	The system will enforce a unique identifier (User Id) for all users	M
ACM 1.06	The system should support two-factor authentication implemented using one of the following methods: - SMS 2FA - Authenticator App / TOTP 2FA and allow the user to select the preferred method during account creation.	P
ACM 1.07	The system will allow users to change or update their profile at any point from the profile page on the website	M

ACM 1.08	The system will enforce the use of complex passwords	M
ACM 1.09	The system will provide a forget password option on the login page of the website which is to be used to reset password	M
ACM 1.10	The system should provide an option for the user to delete their profile and remove any personal data associated with their profile	P
Access to Legal Information		
ALI 1.01	The system will implement basic search functionality which enables users to quickly search Laws and Legislations using a title or keyword	M
ALI 1.02	The system will provide an autocomplete functionality when using search feature to enable users to quickly find what they are looking for based on keywords and word order	M
ALI 1.03	The system will implement an advanced search functionality which enables but not limited to searching by title, keyword, year, unique identifier, and type	M
ALI 1.04	The system will return all search results in a readable format best suited for the device the end user is using	M
ALI 1.05	The system will allow uses to search, view and download the following from the Legal Information Platform:	M
	- Laws of Jamaica (Statutes and Subsidiary Legislation) including past and current publications and Acts excluded from revised laws	
	- Acts of Jamaica filtered by Recent Acts in past 10 years, post-independence (1962) and during the colonial period (1661 - 1962)	
	- Constitution of Jamaica and Amendments	
	- Repealed Acts of Jamaica	
ALI 1.06	The system will allow uses to search, view and download publications from the Jamaica Gazette by date and/or keyword regarding the following:	M
	- Proclamation, rules & regulations	
	- Bills & Acts	
	- Extraordinary (General Notices, etc.)	
ALI 1.07	The system will allow uses to access additional legal resources concerning legislative developments which includes:	M
	- Completed, ongoing and proposed law reform initiatives	
	- Legislation (Acts, Regulations, etc.) in production	
	- Decisions of Tribunals and Commissions of Enquiry	
	- Reports from Joint Selection Committees of Parliament	
ALI 1.08	The system will allow access to Judgments of Supreme Courts linked to Law Reform Judgements or Judgements citing statutes or subsidiary legislation	M
User Communication and Interactions		
UCI 1.01	The system will provide built in chat functionality to allow users to communicate with Content/Site Management Team	M
UCI 1.02	The system will provide contact us functionality to allow end users to communicate with the Content/Site Management Team via email	M

UCI 1.03	The system should require guest users to submit an email address to initiate the chat functionality if and a transcript of the chat should be sent to the email provided at the end of the session	P
UCI 1.04	The system will allow the Content/Site Management Team to adjust the hours/days when the chat functionality will be available to the public	M
UCI 1.05	The system will queue chats in sequence and allow for the next available Content/Site Management Team member based on category or query	M
UCI 1.06	The system will allow users to schedule chat session with Content/Site Management Team member based on availability during scheduled operating hours	M
UCI 1.07	The system will provide a discussion board/ forum that is accessible to all users (Internal, Public - Registered and Guests) for interaction concerning Legislation development	M
UCI 1.08	The system should implement an auto save feature that saves all content entered in chats and discussion to allow users to close windows on purpose or by accident and not lose chat session and history, or content entered in discussion/forum	P
UCI 1.09	The system will allow Internal and Registered users to preview and edit comments they made in real-time	M
UCI 1.10	The system will allow users to have private one-on-one discussions and allow users to add multiple other users to the discussion on Legislations on the Legal Information Platform	M
UCI 1.11	The system should allow the Content/Site Management Team to increase a user's reputation score based on verified posts on a category basis	P
UCI 1.12	The system should provide users with the ability to mark posts on the discussion board as public or private and rate posts and responses on the discussion board.	P
UCI 1.13	The system will send email notifications to the poster of the discussion or comment when a response is posted	M
UCI 1.14	The system should allow registered users to post responses by sending an email response to the notification email received	P
UCI 1.15	The system will allow the Content/Site Management Team to define a subscription model which allows access to specific functionality of the Legal Information Platform.	M
UCI 1.16	The system will send updates / notifications via email to the registered users based on subscription purchased	M
UCI 1.17	The system should automatically post discussion topics to social media platforms based on user preference settings	P
UCI 1.18	The system should interface with social media platforms to allow Post made on social media using defined handles to be automatically posted to the forum/discussion board	P
UCI 1.19	The system should interface with social media platforms to initiate surveys	P
UCI 1.20	The system will monitor and manage multiple social media platforms (Facebook, Twitter, LinkedIn) simultaneously	M
UCI 1.21	The system will provide a built-in form which will allow both registered users and guests to send an email to the Content/Site Management Team	M
Document Capture and Indexing		

DCI 1.01	The system will provide the following functionality:	M
	- Document Management	
	- Records Management	
	- Workflow Management	
	- Collaboration Management	
	- Web Content Management	
DCI 1.02	The system will provide versioning that enables users to specify whether a new iteration of a document is save as the existing document version or a new document version	M
DCI 1.03	The system will enable access rights to be assigned to users that differentiate between the Records, Documents, and associated Metadata to which these access rights apply	M
DCI 1.04	The system will ensure that an End User is unable to access a Record or Document through one Solution Module where access to that Record or Document is denied through another Solution Module.	M
DCI 1.05	The system will support industry standard image scanning technologies.	M
DCI 1.06	The system will provide singular or batch importing and exporting of document images.	M
DCI 1.07	The system will provide mechanisms for ensuring consistent use of Metadata across the Records Management and Document Management Functionalities	M
DCI 1.08	The system will ensure that Metadata input at any point in the Life Cycle of a Document or Record can be carried through until Disposal of the Document or Record unless the occurrence of a Life Cycle event requires that a Metadata value be replaced and updated	M
DCI 1.09	The system will be capable of capturing and storing in the metadata information about the following actions:	M
	- Date and time of capture of all electronic records	
	- Reclassification of an electronic record in another electronic volume	
	- Reclassification of an electronic record category in the classification scheme	
	- Any change made to any records management metadata associated with record category or electronic records	
	- Date and time of creation, amendment, and deletion of records management metadata	
	- Changes made to the access privileges affecting an electronic record category, electronic record, or user	
	- Export or transfer actions carried out on an electronic record category	
	- Disposal actions on an electronic record category or record	
DCI 1.10	The system should have the capability to capture and manage the following types of documents:	P
	- Microsoft Word, Excel, WordPad, Notepad	
	- Emails including attachments from Microsoft Outlook	
	- PDF, TIF, GIF, JPEG, XML, HTML	
DCI 1.11	The system will allow the capture and storage of multiple pages of documents	M

DCI 1.12	The system will provide the functionality to Capture and Manage scanned images originating with Production Scanning Systems provided within the System	M
DCI 1.13	The system will provide the functionality to Capture, and Manage Documents created via Optical Character Recognition (OCR) and Intelligent Character (ICR) originating with a Third Party applications not provided within the System	M
DCI 1.14	The system should have the capability to store Content Items that have electronic watermarks within the System Repository, retaining the watermarks with the Content Items	P
DCI 1.15	The system should be able to add electronic watermark on records where necessary or based on user subscription level.	P
DCI 1.16	The system will allow users to browse folders to access and retrieve image/document	M
DCI 1.17	The system will provide a preview for captured documents without the need for its native application	M
DCI 1.18	The system will allow files to be retrieved and viewed by external users (registered users and guests) of the Legal Information Platform using any standard web browser.	M
DCI 1.19	The system should provide control mechanism for the validation of the number of pages scanned against the document page count	P
DCI 1.20	The system should allow for the correction of any inconsistencies between scanned page count and manually entered page count	P
DCI 1.21	The system will alert the user to any failure to successfully capture a record.	M
DCI 1.22	The system should allow multiple documents to be logically linked via unique identifier	P
DCI 1.23	The system will allow index templates to be configurable based on document/image type or role/groups	M
DCI 1.24	The system should allow the creation of an unlimited number of indices per document. If there is a limit it must be specified.	P
DCI 1.25	The system will allow modification to indexes provided the necessary authorization exists.	M
DCI 1.26	The system will allow for full-text indexing, batch indexing, and accommodate flagging an index field as mandatory or optional.	M
DCI 1.27	The system will facilitate edit rules and checks in the indexing and verification modules	M
DCI 1.28	The system will facilitate the easy entry of document properties and metadata using auto-fill fields and drop-down list.	M
DCI 1.29	The system will allow captured documents to be indexed based on subject, date, document type and other custom fields	M
Technical Specification		
TSR 1.01	The proposed solution should be an off the shelf solution or a customizable off the shelf solution	M
TSR 1.02	The system will provide an API and or Web service interface to allow documents and images to be captured from third party applications.	M
TSR 1.03	The system will integrate with an Online Payment Processor to facilitate online payments, purchase, and maintenance of subscriptions	M

TSR 1.04	The system will include formal and logical error checks and validations within each module of the system to ensure the high quality of data	M
TSR 1.05	The system should provide functionalities to support public Access to Information including but not limited to:	P
	- Monitoring and control of records' exemption periods from public access.	
	- Management of public requests for access to information.	
TSR 1.06	The system will integrate with the MOJ's email system to enable emails to be sent from the system automatically	M
TSR 1.07	The system should enable users to request that E-mail notifications be sent to them where changes are made to document/records they have authored.	P
TSR 1.08	The system should be able to use XML schemas that are defined outside the Solution to encode document/Record-level Metadata	P
TSR 1.09	The system should be able to use XML for search and retrieval as well as to export records tagged with XML metadata.	P
TSR 1.10	The system will not display system or application identifiers until the log-on process has been successfully completed.	M
TSR 1.11	The system will not provide help messages during the log-on procedure that would aid an unauthorized user.	M
TSR 1.12	The system will validate the log-on information only on completion of all input data. If an error condition arises, the system should not indicate which part of the data is correct or incorrect.	M
TSR 1.13	The system should block the user account for a parameter-driven length of time after a parameter-driven number of invalid logon attempts.	P
TSR 1.14	The system will facilitate performing user authentication checks via a central authentication server consisting of LDAP or higher based user role and privilege directory	M
TSR 1.15	The system will not transmit passwords in clear text over a network.	M
TSR 1.16	The system will provide protection from unauthorized access by any utility, operating system software, and malicious software that is capable of overriding or bypassing system or application controls.	M
TSR 1.17	The system will only support one active session per login-ID	M
TSR 1.18	The system should terminate inactive sessions after a defined period of inactivity.	P
TSR 1.19	The system should be able to support and employ encryption capabilities for protection of system data (data at rest) and information transported by mobile devices.	P
TSR 1.20	The system will support and enforce the capability to interface/connect with third party applications via secure communication methods/technologies	M
TSR 1.21	The system will provide secure authentication method and encryption for all interfaces, e.g., for web services integration.	M
TSR 1.22	The system will ensure that all data transmitted between all modules of the system are done over a secure channel.	M
TSR 1.23	The system will support revision control and roll back capabilities for all major system changes or software updates and/or system upgrades. It shall be able to revert to a prior software release and/or a recent working configuration	M

TSR 1.24	The system will track/audit all major changes	M
TSR 1.25	The system will log and record user activities, exceptions, and information security. These events should be produced and kept for an agreed period to assist in future investigations and access control monitoring	M
TSR 1.26	The system will be built on a content management framework that can be integrated with the Government of Jamaica Portal - gov.jm	P
TSR 1.27	The system should be built on a low/no code framework to ensure better management and sustainability of the portal with little or no reliance on developers.	M
TSR 1.28	The system will easily create and manage content models for your web content through a Web Content Management System (CMS) and Web Content Structures and should support various content types including audio and video formats.	M
TSR 1.29	The system will manage digital assets and files at scale with an improved tool for bulk management of tags, categories, and file operations like deletion, moving files	M
TSR 1.30	The system will create taxonomies using tags, vocabulary and categories to classify, organize and dynamically share content. Faceted search leverages tags to allow users for filtered results across the platform.	M
Implementation, Maintenance and Support		
IMS 1.01	The bidder shall outline a Preliminary Project Plan containing sufficient detail to show work breakdown structure and sequencing and time frame for every activity. The plan shall include the proposed staffing configuration including numbers, roles, and responsibilities of team members, including the expectations of MOJ staff. The plan shall have a practical phasing of the system customization, testing, implementation, and roll out including project milestones and performance indicators that may be used to monitor progress, and specific deliverables. The plan shall also include:	M
	- Work breakdown structure	
	- Project schedule that shall include tasks, milestones, durations, dependencies, resources, and critical path.	
	- Project communication, training, and knowledge transfer plans	
	- Change Management Plan	
	- Risk Management Plan	
	- Project Closure Plan	
IMS 1.02	The bidder shall provide implementation services to properly configure and, if necessary, customize the solution	M
IMS 1.03	The project plan produced by Bidder shall describe the proposed approach to installation and testing that will verifiably ensure the completeness and quality of the solution deliverables	M
IMS 1.04	The bidder will provide assistance and support in conducting training and/or awareness activities for all aspects of the solution to enable the technical staff to test, use, administer, maintain and support the solution effectively. Training materials will be prepared, and training delivered in standard English	M
IMS 1.05	The bidder will provide full training course and material for all the roles involved in the operation and maintenance of the solution	M

IMS 1.06	The bidder will provide a detailed Maintenance and Support plan which includes but not limited to On-going support for all software components of the solution including installation of patches, upgrades, and bug fixes.	M
IMS 1.07	The bidder will provide post implementation support and follow-up assistance for a period of 1 year following system acceptance, to ensure that the solution is properly installed and operational, and to assist in all design modifications	M
IMS 1.08	The bidder will be responsible for performing its maintenance obligations seven (7) days a week during the maintenance periods, product availability information and problem resolution, configuration assistance, information on new releases and maintenance releases	M

Appendix II- Application Warranty and Maintenance Support Service for a 12-Month Period

The Consultant shall provide support services for the JLIP for a period of twelve (12) months after acceptance of the software and installation by the Client, for any software that fails to perform according to specifications, the vendor will provide support to help the customer in restoring the software to operational mode.

The Consultant will provide an online bug reporting and tracking system into which defect/bug reports may be entered by MLCA staff. The Client will permit the Consultant to have remote access to the system to enable the Consultant to fix the defects/bugs and report on completion.

Bugs will be classified in priority groups with the highest being “critical” or Severity 1 where users are unable to work and use the system. The Consultant will start work on the critical fixes within 2 hours of notification by the MLCA staff and provide immediate response to critical problems that disable the system. If a defect in the MLCA software cannot be fixed remotely, the Consultant will make its resources available to their local partners by telephone or online to work with MLCA staff to complete the fix in the shortest time possible. During the support period, the Consultant will also provide online support to MLCA staff that requires assistance in responding to external user requests for assistance.

The Consultant will provide a way to reach the support team during off hours for critical issues. A 24/7 support capability is preferred but not mandatory. However, support must be available during local business hours.

MLCA Management Warranty Responsibilities

The MLCA ICT team will make reasonable efforts to cooperate with Consultant in all problem resolutions. This includes but is not limited to providing timely access to all required experts to resolve issues within the server environment. MLCA will protect its data from loss by implementing appropriate back-up procedures as described by the Consultant. MLCA will work closely with the Consultant support team to restore the data based on the restoration procedures to restore from the backups. It will be the responsibility of MLCA to ensure all relevant personnel are available to the Consultant during any restoration process.

Warranty Period and Support Services

The Consultant will provide Maintenance Support Service to MLCA for the duration of the warranty period of 12 months from the operational acceptance of the entire system. The Consultant will provide Maintenance Support Service to MLCA (the Purchaser) according to the following terms and conditions:

- **Support and Services**

The Consultant will provide MLCA, at no additional cost, with Support and Services sufficient to maintain and support the Software as set out below in conformance, repairing or replacing the Software if it fails to conform. MLCA shall inform the Consultant in general terms when it detects any non-conformity, and the Consultant and MLCA jointly will determine whether any malfunction or non-conformity is the result of the Software, Third Party Software, or the System.

- **Consultant General Responsibilities**

Help Desk Implementation / Incident Management. The Consultant shall provide support center coverage regarding suspected failures of the Software thereto to substantially conform to the Specifications (“Problems”) between 8:00 a.m. to 6:00 p.m. [EST] “Principal Period” weekdays. For severity 1 issues, as defined below, an emergency phone number will be available during weekends and Consultant holidays.

Problem Management. The Consultant shall attempt to correct all documented Problems reported to Consultant by MLCA that have an impact on business operations and cause the Software to not conform to Functional Specifications. MLCA shall provide Consultant with a detailed description of any Problems, accompanied by examples thereof, if applicable.

- **Limitations on Consultant’s Responsibilities.**

The Consultant shall not, as part of Maintenance Service, (a) provide advice or support regarding any Customization of the software; (b) provide onsite services, when an error could be eliminated online; (c) perform systems engineering or integration services; (d) provide service for the Third Party Software or other non-Consultant’s software; (e) provide service resulting from Licensee’s fault, misuse, negligence, or failure to perform specified MLCA responsibilities; (f) provide service necessitated by a malfunction of any product or goods other than those delivered by Consultant unless authorized.

- **Service Level Terms:**

The Consultant will work for the prompt resolution of Problems and will respond to MLCA as per the target service level and turnaround set below by using a dedicated contact telephone number or e-mail address or other acceptable form of communication for each support call.

Maximum turnaround time of response will be based on the following level of Severity. “Severity Level” means the level of severity assigned to an Error in the Consultant Software and/or System by Consultant and Purchaser using the following criteria:

Severity Level	Description
1	<p>Type: Causes data corruption or system crash or users are unable to access and process data through the Software.</p> <p>Responses: Initial response call within two (2) hours after receipt. Calls will be handled on twenty-four (24) hours by seven (7) days a week basis. Consultant will use reasonable efforts to provide a fix, workaround, or to patch Severity 1 within 24 hours after Consultant confirms that reported Problems is a bug of the Software.</p>
2	<p>Type: An Error that causes limitations that is not critical or severe to the development, deployment, or operational use of the Software and/or System. A Severity 2 Error has a reasonable manual or other workaround.</p> <p>Responses: Initial response call within twelve (12) hours after receipt. Severity 2 calls will be handled during normal business hours. Consultant will make efforts to provide a fix or workaround, or to patch Severity 2 within</p>

Severity Level	Description
	fourteen (14) calendar days and to incorporate Severity 2 fixes in the next upcoming release of the product
3	<p>Type: All questions for information on the User or enhancement request.</p> <p>Responses: Initial responses to calls within twenty-four (24) hours after receipt. Severity 3 calls will be dealt with on a case-by-case basis. Provided the maintenance calls are received during normal business hours.</p>

“Update” refers to a fix, patch or such other minor improvement, enhancement, modification or expansion of the Software and/or System which is generally commercially distributed by Consultant as part of the S&S Services and for which Consultant does not generally impose a separate charge.

If the Consultant fails to provide this service, the Consultant will be penalized in accordance to the terms of their contract.

PART II
Section 6. Conditions of Contract

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

between

[Name of the procuring entity]

and

[Name of the Consultant/Firm]

Dated: _____

I. Form of Contract - Lump-Sum

[Text in brackets [] is indicative of required project-specific information; all notes should be deleted in the final text]

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

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

WHEREAS

- (a) the procuring entity has requested the Consultant/Firm to provide certain consulting services as defined in this contract (hereinafter called the “consulting services”);
- (b) the Consultant/Firm, having represented to the procuring entity that it has the required professional skills, expertise and technical resources, has agreed to provide the consulting services on the terms and conditions set forth in this contract;
- (c) the procuring entity has received public funds towards the cost of the consulting services;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the procuring entity and the Consultant/Firm shall be as set forth in the contract, in particular:
 - (a) the Consultant/Firm shall carry out the consulting services in accordance with the provisions of the contract; and
 - (b) the procuring entity shall make payments to the Consultant/Firm in accordance with the provisions of the contract.

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

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

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

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

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

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

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

[Name of the lead member]

[Authorized Representative on behalf of a JV]

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

II. General Conditions of Contract - Lump Sum

A. General Provisions

1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Jamaica, as they may be issued and in force from time to time.
- (b) “procuring entity” means the executing agency that signs the contract for the services with the selected Consultant/Firm.
- (c) “Consultant/Firm” means a legally-established professional consulting firm or entity selected by the procuring entity to provide the services under the signed contract.
- (d) “consulting services” means consulting services provided by a person or firm as a consultant that are of an intellectual, research, technical or advisory nature and the services to be performed by the Consultant/Firm pursuant to the contract.
- (e) “contract” means the legally binding written agreement signed between the procuring entity and the Consultant/Firm and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the services or any part thereof under the contract.
- (j) “Foreign Currency” means any currency other than the currency of the procuring entity’s country.
- (k) “GCC” mean these General Conditions of Contract.
- (l) “Government” means the government of Jamaica or “GoJ”.
- (m) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the services under

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

- (p) "Local Currency" means the currency of Jamaica.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant/Firm or its Sub-consultant to perform the services or any part thereof under the contract.
- (r) "Party" means the procuring entity or the Consultant/Firm, as the case may be, and "Parties" means both of them.
- (s) "Procurement Review Board" or "Review Board" means the body established in accordance with Section 50 of the Act.
- (t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) "services" means any object of procurement other than goods and works, and includes consulting services.
- (v) "Sub-consultants" means an entity to whom/which the Consultant/Firm subcontracts any part of the services while remaining solely liable for the execution of the contract.
- (w) "Third Party" means any person or entity other than the Government, the procuring entity, the Consultant/Firm or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Fraud and Corruption

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

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

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

- (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
- (b) have their Proposal rejected if it is determined that the Proposal or Consultant/Firm is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica
- (c) risk other sanctions provided for in the Act or the regulations.

i. Commissions and Fees

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

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

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

17. Force Majeure

a. Definition

- 17.1 For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

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

c. Measures to be Taken

- 17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7 Any period within which a Party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8 During the period of their inability to perform the consulting services as a result of an event of Force Majeure, the Consultant/Firm, upon instructions by the procuring entity, shall either:
 - (a) demobilize, in which case the Consultant/Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the consulting services; or
 - (b) continue with the consulting services to the extent reasonably possible, in which case the Consultant/Firm shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

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

19. Termination

- 19.1 This contract may be terminated by either Party as per provisions set up below:
 - a. By the procuring entity**
 - 19.1.1. The procuring entity may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the procuring entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant/Firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
 - (a) If the Consultant/Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant/Firm becomes (or, if the Consultant/Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of

debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant/Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant/Firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days;
- (e) If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this contract;
- (f) If the Consultant/Firm fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant/Firm

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

- (a) If the procuring entity fails to pay any money due to the Consultant/Firm pursuant to this contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant/Firm that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant/Firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days.
- (c) If the procuring entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the procuring entity is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant/Firm may have subsequently approved in writing) following the receipt by the procuring entity of the Consultant/Firm's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of consulting services

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

e. Payment upon Termination

- 19.1.6. Upon termination of this contract, the procuring entity shall make the following payments to the Consultant/Firm:
- (a) Payment for consulting services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant/Firm

20. General

a. Standard of Performance

- 20.1 The Consultant/Firm shall perform the consulting services and carry out the consulting services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant/Firm shall always act, in respect of any matter relating to this contract or to the consulting services, as a faithful adviser to the procuring entity, and shall at all times support and safeguard the procuring entity's legitimate interests in any dealings with the third Parties.
- 20.2 The Consultant/Firm shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the consulting services.
- 20.3 The Consultant/Firm may subcontract part of the consulting services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the procuring entity. Notwithstanding such approval, the Consultant/Firm shall retain full responsibility for the consulting services.

b. Law Applicable to Services

- 20.4 The Consultant/Firm shall perform the consulting services in accordance with the contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the contract, the Consultant/Firm shall comply with the import of goods and services prohibitions in Jamaica when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's

Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interest

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

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

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

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

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

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

- 22.1 Except with the prior written consent of the procuring entity, the Consultant/Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the consulting services, nor shall the Consultant/Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the consulting services.
- 23. Liability of the Consultant/Firm**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant/Firm's liability under this contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken by the Consultant/Firm**
- 24.1 The Consultant/Firm (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the procuring entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the procuring entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant/Firm shall ensure that such insurance is in place prior to commencing the consulting services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant/Firm shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the consulting services, and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant/Firm shall permit and shall cause its Sub-consultants to permit, the procuring entity and/or persons appointed by the procuring entity to inspect the Site and/or all accounts and records relating to the performance of the contract and the submission of the Proposal to provide the consulting services, and to have such accounts and records audited by auditors appointed by the procuring entity if requested by the procuring entity. The Consultant/Firm's attention is drawn to Clause GCC 10.4 which provides, inter alia, that acts intended to materially impede the exercise of the procuring entity's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Government's prevailing sanctions procedures.)
- 26. Reporting Obligations**
- 26.1 The Consultant/Firm shall submit to the procuring entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said **Appendix**.
- 27. Proprietary Rights of the procuring entity in Reports and Records**
- 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant/Firm for the procuring entity in the course of the consulting services shall be confidential and become and remain the absolute property of the procuring entity. The Consultant/Firm shall, not later than upon termination or expiration of this contract, deliver all such documents to the procuring entity, together with a detailed inventory thereof. The Consultant/Firm may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this contract without prior written approval of the procuring entity.

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

28. Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant/Firm by the procuring entity, or purchased by the Consultant/Firm wholly or partly with funds provided by the procuring entity, shall be the property of the procuring entity and shall be marked accordingly. Upon termination or expiration of this contract, the Consultant/Firm shall make available to the procuring entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the procuring entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant/Firm, unless otherwise instructed by the procuring entity in writing, shall insure them at the expense of the procuring entity in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant/Firm or its Experts into Jamaica for the use either for the project or personal use shall remain the property of the Consultant/Firm or the Experts concerned, as applicable.

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

29. Description of Key Experts

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

30. Replacement of Key Experts

- 30.1 Except as the procuring entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during contract execution may be considered only based on the Consultant/Firm's written request and due to circumstances outside the reasonable control of the Consultant/Firm, including but not limited to death or medical incapacity. In such case, the Consultant/Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

- 31.1 If the procuring entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the procuring entity determine that Consultant/Firm's Expert or Sub-consultant have engaged in fraudulent or corrupt practice in accordance with the Applicable Law while performing the consulting services, the Consultant/Firm shall, at the procuring entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the procuring entity to be incompetent or incapable in discharging assigned duties, the procuring entity, specifying the grounds therefore, may request the Consultant/Firm to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to procuring entity.

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

E. Obligations of the procuring entity

32. Assistance and Exemptions

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

- (a) Assist the Consultant/Firm with obtaining work permits and such other documents as shall be necessary to enable the Consultant/Firm to perform the consulting services.
- (b) Assist the Consultant/Firm with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Jamaica while carrying out the consulting services under the contract.
- (c) Facilitate prompt clearance through customs of any property required for the consulting services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the consulting services.
- (e) Assist the Consultant/Firm and the Experts and any Sub-consultants employed by the Consultant/Firm for the consulting services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Jamaica according to the Applicable Law.
- (f) Assist the Consultant/Firm, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law, of bringing into Jamaica reasonable amounts of foreign currency for the purposes of the consulting services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the consulting services.
- (g) Provide to the Consultant/Firm any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

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

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

- 34.1 If, after the date of this contract, there is any change in the Applicable Law in Jamaica with respect to taxes and duties which increases or decreases the cost incurred by the Consultant/Firm in performing the consulting services, then the remuneration and reimbursable expenses otherwise payable to the Consultant/Firm

under this contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the contract price amount specified in Clause GCC 38.1.

35. Services, Facilities and Property of the procuring entity

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

36. Counterpart Personnel

- 36.1 The procuring entity shall make available to the Consultant/Firm free of charge such professional and support counterpart personnel, to be nominated by the procuring entity with the Consultant/Firm's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding procuring entity's liaison personnel, shall work under the exclusive direction of the Consultant/Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant/Firm that is consistent with the position occupied by such member, the Consultant/Firm may request the replacement of such member, and the procuring entity shall not unreasonably refuse to act upon such request.

37. Payment Obligation

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

F. Payments to the Consultant/Firm

38. Contract Price

- 38.1 The contract price is fixed and is set forth in the **SCC**. The contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of consulting services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

- 39.1 The Consultant/Firm, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at contract negotiations) are reimbursed to the Consultant/Firm or are paid by the procuring entity on behalf of the Consultant/Firm.

40. Currency of Payment

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

41. Mode of Billing and Payment

- 41.1 The total payments under this contract shall not exceed the contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
 - 41.2.1. Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the procuring entity in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the procuring entity shall have approved in writing. The advance payments will be set off by the procuring entity in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
 - 41.2.2. The Lump-Sum Installment Payments. The procuring entity shall pay the Consultant/Firm within sixty (60) days after the receipt by the procuring entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the procuring entity does not approve the submitted deliverable(s) as satisfactory in which case the procuring entity shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
 - 41.2.3. The Final Payment. The final payment under this Clause shall be made only after the final report has been submitted by the Consultant/Firm and approved as satisfactory by the procuring entity. The consulting services shall then be deemed completed and finally accepted by the procuring entity. The last lump-sum installment shall be deemed approved for payment by the procuring entity within ninety (90) calendar days after receipt of the final report by the procuring entity unless the procuring entity, within such ninety (90) calendar day period, gives written notice to the Consultant/Fir, specifying in detail deficiencies in the consulting services, the final report. The Consultant/Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
 - 41.2.4. All payments under this contract shall be made to the accounts of the Consultant/Firm specified in the **SCC**
 - 41.2.4. With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole consulting services nor relieve the Consultant/Firm of any obligations hereunder.
- 42. **Interest on Delayed Payments**
- 42.1 If the procuring entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.1.2, interest shall be paid to the Consultant/Firm on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

43. Good Faith

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

H. Settlement of Disputes

44. Amicable Settlement

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

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

- 44.3 Notwithstanding any reference to arbitration herein,

- a. the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b. the procuring entity shall pay the Consultant/Firm any monies due the Consultant.

45. Dispute Resolution

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

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

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

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

	<p>entity's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of Jamaica].</p> <p><i>[Notes to the procuring entity and the Consultant/Firm: Any suggestions made by the Consultant/Firm in the Proposal to introduce exclusions/limitations of the Consultant/Firm's liability under the contract should be carefully scrutinized by the procuring entity.]</i></p>
SCC 24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the procuring entity's country by the Consultant/Firm or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the Applicable Law in Jamaica"];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the Applicable Law in the procuring entity's country"];</i></p> <p>(d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the Consultant/Firm's property used in the performance of the consulting services, and (iii) any documents prepared by the Consultant/Firm in the performance of the consulting services.</p>
SCC 27.1	<p><i>[Note: If applicable, insert any exceptions to proprietary rights provision_____.]</i></p>
SCC 27.2	<p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant/Firm shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this contract without the prior written approval of the procuring entity.]</i></p> <p><i>[OR]</i></p> <p><i>[The procuring entity shall not use these [insert what applies.....documents and software.....] for purposes unrelated</i></p>

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

	<p>(d) any property brought into Jamaica by the Consultant/Firm, any Sub-consultants or the Experts (other than nationals or permanent residents of the procuring entity's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the procuring entity's country, provided that:</p> <ul style="list-style-type: none"> i) the Consultant/Firm, Sub-consultants and experts shall follow the usual customs procedures of Jamaica in importing property into Jamaica; and ii) if the Consultant/Firm, Sub-consultants or Experts do not withdraw but dispose of any property in Jamaica upon which customs duties and taxes have been exempted, the Consultant/Firm, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Jamaica, or (b) shall reimburse them to the procuring entity if they were paid by the procuring entity at the time the property in question was brought into Jamaica.
SCC 40.1	The currency(ies) of payment shall be the following:
SCC 41.2	<p>The payment schedule:</p> <p><i>[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Note: Total sum of all installments shall not exceed the contract price set up in SCC38.1.]</i></p>
SCC 41.2.1	<p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment <i>[of [insert amount] in foreign currency]</i> <i>[and of [insert amount] in local currency]</i> shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the procuring entity. The advance</p>

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

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

IV. Appendices

Appendix A - Terms of Reference

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

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

Appendix B - Key Experts

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

Appendix C - Breakdown of Contract Price

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

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

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

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

Model Form I**Breakdown of Agreed Fixed Rates in Consultant's Contract**

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

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

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

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

Appendix D - Form of Advance Payments Guarantee

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

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

Ref No. and title: *[insert number and title of bidding process]*
[procuring entity's letterhead]

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

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

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

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

At the request of the Consultant/Firm, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁵ in figures and words]* upon receipt by us of your first demand in writing declaring that the Consultant/Firm is in breach of its obligation under the Contract because the Consultant/Firm used the advance payment for purposes other than toward delivery of the goods.

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

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until *[insert date⁶]*.

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

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

⁵ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.

⁶ Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."