



**Government of Jamaica**

**REQUEST FOR CURRICULUM VITAE**

**CURRICULUM VITAE**

**MOFP-CV-0110 /2015**

**Project Name: CONSULTANCY SERVICES- PROJECT TECHNICAL  
SPECIALIST**

**MAY 2015**



## INSTRUCTIONS TO CONSULTANTS (ITC)

### MOFP-CV#0110/2015 – Engagement of Project Technical Specialists (2 positions) - Ministry of Finance and Planning

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1. The Government of Jamaica has received partial funding from the International Development Bank (IDB) towards its Strategic Transformation Programme and intends to apply a portion of the proceeds of this financing to eligible payments under a contract for which this invitation is issued.
2. The Ministry of Finance and Planning now invites submission of curriculum vitas from qualified individuals for the position of Project Technical Specialist within the Transformation Programme Office. An individual will be selected using the **Selection Based on Consultants' Qualification (CQS)** methodology and procedures in accordance with the Government of Jamaica detailed in the Handbook of Public Sector Procurement Procedures.
3. The Curriculum Vitae should be submitted no later than Friday, May 22, 2015 via email to: mofprocure@mof.gov.jm
4. The evaluation process will comprise an evaluation of the CVs, and the outcome of a panel interview. The Client will also, within ten days (10 days) of submission of the CV, invite the selected Consultants to attend an interview at the Ministry.
5. For further information/clarification please contact;

Senior Procurement Manager  
Ministry of Finance and Planning  
30 National Heroes Circle  
Kingston 4  
Tel: 932- 4647  
Email:mofprocure@mof.gov.jm

6. **The Ministry of Finance and Planning reserves the right to withdraw this invitation without providing reason(s) at any time before the deadline for submission of curriculum vitas.**



## MINISTRY OF FINANCE AND PLANNING TRANSFORMATION PROGRAMME PROJECT TECHNICAL SPECIALIST

### TERMS OF REFERENCE

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#### 1.0 BACKGROUND

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- 1.1 The Government of Jamaica (GOJ) charted in 2009 a path for national development and renewal which, inter alia, calls for the repositioning and transformation of the Public Sector to support the achievement of the National Outcomes delineated in ***Vision 2030 Jamaica, the National Development Plan***.
- 1.2 Recognising the centrality of preserving a stable macroeconomic landscape as the fulcrum for sustainable national growth and development, the GOJ enunciated its commitments to ensuring that the macro and micro economies are poised to produce the conducive environment necessary to achieve *National Goal 3: Jamaica's Economy is Prosperous*, as indicated through the associated outcomes:
- *National Outcome #7 – A Stable Macro economy*
  - *National Outcome #8 – An Enabling Business Environment*
  - *National Outcome #9 – Strong Economic Infrastructure*
  - *National Outcome #10 – Energy Security and Efficiency*
  - *National Outcome #11 – A Technology-Enabled Society*
  - *National Outcome #12 – Internationally Competitive Industry Structures*
- 1.3 The GOJ, in agreement with key multi-lateral /bilateral agencies and development partners, has also developed the Economic Reform Programme (ERP), an initiative designed to reduce the national debt burden; promote fiscal discipline; increase revenue; improve efficiency in GOJ operations; and, the implementation of key reforms, namely in the public sector, pension administration and taxation.
- 1.4 The roll out of the ERP will, of necessity, be led and managed by the Ministry of Finance and Planning (MOFP). The Ministry has overall responsibility for developing the GOJ's economic policy framework, collecting and allocating public revenue, and playing an important role in the socio-economic development of the country, in creating a society in which each citizen has every prospect of a better quality of life. Further, the key components of the ERP include tax reform, public sector transformation, pension reform, debt management, central treasury management system, and corporate governance, all of which fall within the remit of the Ministry.

- 1.5 In December 2013, the MOFP completed a comprehensive Strategic Review. The review identified a number of important deficiencies that reduce the MOFP's effectiveness and efficiency to promote economic growth and development, including: (i) a centralized decision making structure exacerbated by an excessive number of direct reports to the Financial Secretary; (ii) a prevalent culture of silo thinking with weak coordination and consultation between divisions; (iii) resistance to change; (iv) emphasis on transactional bureaucratic processes over policy-making functions, (v) insufficient skills and competencies for required tasks such as economic analysis and forecasting; (vi) prevalence of cumbersome processes; and (vii) unclear roles, duplication of tasks, and functions overlap.
- 1.6 The strategic review also provided a number of recommendations to address these deficiencies and improve the performance of the MOFP including: (i) revision of the vision and mission of the Ministry to focus on the creation of the environment for sustainable growth in Jamaica; (ii) organisational restructuring of the Ministry to better allow for the achievement of the above strategic objectives; and (iii) enhancement of work processes and systems. In addition, recommendations were put forward to address deficiencies identified with regards to: (a) *leadership and accountability*: implement Accountability Framework and increase focus on strategic management activities; (b) *decision-making structures*: reduce bottlenecks and increase responsiveness by reducing the number of reports to the Financial Secretary; (c) *people*: build capacity to ensure that critical activities can be performed; (d) *work processes*: carry out a business process reengineering exercise to eliminate duplications and overlap; and (e) *culture*: reduce degree of "silo-mentality" by establishing new units that merge common functions (e.g., monitoring) that are currently duplicated across units.
- 1.7 The MOFP recognizes the need to realign its organisational structure and machinery to improve the efficiency of its operational management and internal processes, and to strengthen its policy-making and implementation capacity. The MOFP therefore must be transformed to better facilitate sustainable growth in the national economy, effective regulation of the country's financial institutions, and the cost-effective delivery of public services. As such, the Ministry has embarked on a three (3) year Transformation Programme.
- 1.8 The objectives of the Transformation Programme are to: (1) make the operations, machinery and internal processes of the MOFP more efficient; (2) improve the development and execution of policy associated with public fiscal management; (3) improve the policy making capacity and, in particular, strengthen institutional arrangements to analyse and formulate economic and fiscal policy; and, (4) develop the relevant organisation structure, culture and accountabilities required for sustained operations of the MOFP and execution of its strategic objectives.
- 1.9 The Transformation Programme has three (3) components that will:
1. Re-organise the Ministry in line with the Value Chain Approach to enable the effecting of core responsibilities that can lead to strategic success;
  2. Build capacity within the MOFP to enable the transformation to a High Performing Organisation; and,

3. Develop, implement and sustain supporting change and culture management programmes and initiatives to support renewal across the Ministry.

### **Component 1 - MOFP Re-organisation**

This component supports the Ministry's organisation restructuring. Main activities include:

- Develop a comprehensive three-year implementation plan for the MOFP Transformation Programme with assigned responsibilities, cost, timelines and milestones;
- Conduct a business process reengineering exercise to eliminate red tape, merge duplicating functions and eliminate redundant and unnecessary ones;
- Definition of functional profiles and job descriptions for the new structure;
- Implementation of HR transition strategy and plan to move MOFP staff from the old structure to the new one;
- Adoption of new MOFP organisation structure (i.e., organisational chart, staffing levels, operating procedures);
- Prepare procedures manuals to support new/improved business processes;
- Conduct space audit to inform the reallocation of staff work space based upon new organisation structure;
- Establish ICT Governance Framework to enhance systems management; and
- Develop Performance Management and Accountability Framework, including the development of Service Level Agreements with clients.

### **Component 2 - MOFP Competencies and Capacities**

This component provides a competency framework along with a robust capacity building programme to address skill and competency gaps. Activities include:

- Design and implement a competency framework for the Ministry;
- Carry out a comprehensive training needs assessment, followed by a training plan based on the needs assessment findings; and,
- Conduct training impact evaluations.

### **Component 3 - Change Management and Communication**

This component supports the transformation of the Ministry's organisational culture. It should also lead to an improved understanding of the needs and behaviour of employees transitioning within macro-level organisational change and to promote transformation programme activities across the MOFP. This will be executed in collaboration with an external change management consulting firm. Main activities include:

- Design and implement a change management and communication plan to mitigate re-organisation related risks;
- Apply behavioural insights to external business processes;
- Apply behavioural insights to internal business processes as part of the Transformation Programme, focusing on improving staff engagement, productivity and change management;
- Enhance capacity of MOFP staff to respond positively to change;
- Assure key stakeholders engagement throughout the MOFP transformation process.

1.10 To carry out its Transformation Programme, the MOFP will establish an implementation management structure with the following core elements:

- i) creation of a dedicated Programme Management Office (PMO), responsible for ensuring full implementation of the programme. The PMO will be comprised of both consultants and MOFP staff who will provide the technical and advisory support to MOFP senior management for Programme implementation. The MOFP staff will work exclusively and on a full time basis in the PMO. The PMO will include:
  - a. **PMO Director** - manage the day to day operations of the PMO and have primary and direct responsibility for components one (1) and two (2);
  - b. **Change Management consulting firm** - will have direct and primary responsibility for component three (3) which will design and implement a change management strategy and plan based on the application of behavioural economics, as well as the attendant communication plan;
  - c. **Project Technical Specialists** - provide the management analysis and organisational development functions including business process reviews and the development of job descriptions;
  - d. **Change Management and Culture Management Specialist** - assist in the implementation of the change management strategy and plan as well as the implementation of the communication plan;
  - e. **Portfolio Analyst** - provide the financial management and project management support required for the successful operation of the Programme, as well as assisting in financial reporting and performance updates to International Development Partners.

- ii) establishment of a Transformation Steering Committee (TSC) to support and supervise the implementation of the programme. The TSC, chaired by the Financial Secretary and composed of key stakeholders, will ensure robust program governance, strategic direction and oversight.
- iii) designation of change leaders and change agents in every unit of the organisation, selected from the MOFP staff.

## **2.0 NATURE AND DURATION OF ASSIGNMENT**

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- 2.1 The Ministry has embarked on implementing the accepted recommendations and various proposals arising from the 2013 Strategic Review along with recommendations from previous work done. To this end, the Ministry is seeking to secure the services of a Project Technical Specialist for a **period of two (2) years** with the potential for renewal based on satisfactory performance and the needs of the Programme.

## **3.0 SCOPE OF WORK**

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- 3.1 Reporting directly to the PMO Director, the Project Technical Specialist will work closely with the international change and culture management partners as well as with Strategic Organisational Development Branch to develop and recommend effective organisational development solutions including: conducting business process reviews/reengineering exercises, developing functional profiles, job descriptions and procedural manuals as well as providing advice on the development and implementation of the new organisational structure.
- 3.2 The Project Technical Specialist will perform the following duties:
  - 1. To conduct appropriate organizational development interventions, provides effective monitoring and promotes the adoption of best practices in change management.**
    - Develops and recommends appropriate organizational development programmes and solutions with a view to improving the efficiency and effectiveness of the Ministry's operations;
    - Employs innovations in the design and implementation of organizational development solutions considering resource constraints viz a vis changing organizational priorities;



- Studies, proposes and implements systems and procedures to develop greater efficiency and productivity;
- Conducts organizational reviews, systems and procedures studies and makes recommendations;
- Documents organizational changes and conducts analysis;
- Examines the operations and workflow of identified divisions to determine systematic weaknesses e.g. duplication/overlaps, waste as well as activities that do not add value to the process by;
  - Conducting interviews with staff;
  - Observing the activities of staff in the working environment
  - Administering questionnaires
  - Reviewing previous reports/documents existing job descriptions and charts
  - Preparing flow chart of current operations
- Collects job related data through interviews, questionnaires, observations and examines records to validate findings;
- Develops/reviews standard operating policies and procedures;
- Prepares and issues final report of findings and recommendations;
- Assists with implementation of recommendations;
- Incorporates industry practices and research findings;
- Researches, designs and develops proactive policy initiatives and procedures;

**2. To participate in the Ministry's various change management and key transformation programmes and initiatives.**

- Participates in change management projects and programmes for the PMO according to stipulated guidelines agreed to with relevant stakeholders;
- Implements OD solutions which will support the ministry's Transformation Programme;
- Supports the development of specific tools/policies identified by change facilitators;
- Contributes to the development and implementation of strategies to narrow the gap between the desired and actual culture;
- Conducts general/specific and ad-hoc research to inform OD/change management issues;

#### **4.0 QUALIFICATIONS/ EXPERIENCE**

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- First Degree in Organizational Development/Human Resource Management or other relevant Social Science Degree
- Certificate/Diploma in Management Analysis
- Seven (7) years experience in the organizational development or organizational psychology in a senior management capacity
- Training in Change Management and Leadership
- MS Office Proficiency in Word, Excel, Visio.

#### **5.0 SPECIFIC KNOWLEDGE AND SKILLS**

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- Demonstrated experience in organisational development interventions.
- Proven experience in risk management and how to assess, document and manage risks, including the development of contingencies and mitigation plans.
- Sound understanding of government machinery and operations in order to meet the needs of the Ministry and an ability to provide realistic expectations.
- Sound understanding and knowledge of standard project management tools and techniques to schedule, plan and correct project performance.
- Sound understanding and knowledge of the Ministry's core business strategies to inform business process reviews.
- Excellent critical reasoning, quantitative and qualitative analysis skills.
- Strong environmental scanning, analysis and interpretive skills.
- Strong negotiating and persuasive presentation skills.
- Proficiency and experience at working with multidisciplinary teams and cultivating strategic alliances with local and international organisations.

#### **6.0 OFFICE ACCOMMODATION**

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The work will be carried out in Jamaica and be housed within the MOFP, Kingston Jamaica offices.



Consultant Name: \_\_\_\_\_

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**ATTACHMENT # 3- TECHNICAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and my Submission. I am hereby submitting my Curriculum Vitae.

I hereby declare that all the information and statements made in this Submission are true and accept that any misinterpretation contained in it may lead to my disqualification.

I undertake, if my Curriculum is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Terms of Reference.

I understand you are not bound to accept any Submission you receive.

Yours sincerely,

[Signature]

Name of Consultant: \_\_\_\_\_  
[In full and initials]

Address: \_\_\_\_\_  
\_\_\_\_\_

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**ATTACHMENT # 4 - FINANCIAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and my Submission. My attached Price Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

My Price Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of ninety (90) days from the Submission date, i.e. January 8, 2015.

I understand you are not bound to accept any Curriculum you receive.

I remain,

Yours sincerely,

[Signature]

Name of Consultant: \_\_\_\_\_  
[In full and initials]

Address: \_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT #6 - FORM OF CONTRACT**



**GOVERNMENT OF JAMAICA**

**SAMPLE CONTRACT FOR CONSULTING SERVICES**

**Small Assignments**  
Lump-Sum Payments



**SAMPLE CONTRACT FOR  
INDIVIDUAL CONSULTING SERVICES  
LUMP-SUM PAYMENTS  
(IBRD FINANCED)**

**CONTRACT**

THIS CONTRACT (hereinafter called the Contract”) is entered into this *the \_\_\_\_ day of the month of 2014*, by and between *the Ministry of Finance and Planning* (hereinafter called MOFP) having its principal place of business at *30 National Heroes Circle, Kingston 4* and \_\_\_\_ (hereinafter called the Consultant”) having his principal office located at

WHEREAS, the Procuring Entity wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall submit to the **Client** the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.”
- 2. Term**

The Consultant shall perform the Services during the period commencing [*insert starting date*] and continuing through to [*insert completion date*] or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
  - A. Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed [*insert amount*]. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
  - B. Schedule of Payments**

The schedule of payments is specified below:<sup>1</sup>  
*[insert amount and currency] upon the Client’s receipt of a copy of this contract signed by the Consultant;*

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.

*[insert amount and currency]* upon the Client’s receipt of the draft report, acceptable to the Client;  
*[insert amount and currency]* upon the Client’s receipt of the final report, acceptable to the Client;  
*[insert amount and currency]* Total

C. Payment Conditions

Payment shall be made in *[specify currency]* no later than 30 days following submission by the Consultant and approval by the Client, of invoices in duplicate and the respective deliverables as established in Annex A.

4. **Project Administration**

A. Coordinator.

The Client’s designates Mr./Ms. *[insert name]* as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex B, “Consultant’s Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In fulfilling his obligations under this contract, the Consultant shall act as faithful advisor to MOFP and at all times support and safeguard MOFP’s legitimate interests. In the event any work performed or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyze same, make comments, request revisions and /or corrections or to accept.

6. **Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.

8. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
9. **Modification or Variation** Any modification or variation of the terms and conditions of this contract, including any modification or variation to the scope of works, may only be made by written agreement between the Parties. The Client shall obtain the Bank’s no objection, prior to any modification of the Terms of Reference and the contractual clauses,
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client’s prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of Jamaica and the language of the Contract shall be English.
12. **Eligibility** The Consultant shall have the nationality of a of a Bank’s member country. A Consultant shall be deemed to have the nationality of a country if he/she complies with the following requirements: **An Individual** is considered to be a a national of a member country of the Bank if he or she meets either of the following requirements:
- (i) is a citizen of a member country; or
  - (ii) has established his/her domicile in a member country as a “bina fide” resident and is legally entitled to work in the country of domicile.
13. **Fraud and Corruption** Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;*
    - “fraudulent practice” means a misrepresentation or*

*omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;*

*“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and*

*“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;*

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

The Bank requires that all Consultants (including their respective officers, employees and agents) observe the Bank’s Policies for the selection and Contracting of Consultants financed by the Bank. In particular, the Bank requires that all Consultants (including their respective officers, employees and agents) bidding for or participating in a Bank-financed

project adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the selection process and throughout the negotiation or execution of a Contract. Fraud and Corruption are prohibited. The Bank shall also take action in the event of any deed or complaint involving alleged acts of fraud and corruption, in accordance with administrative procedures of the bank.

**14. Termination of the Contract by the Client**

The Client 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 Client shall give not less than fifteen (15) days' written notice of termination to the Consultants, and thirty (30) days' in case of the event referred to in (f).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, within ten (10) days of receipt of such notice or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 15 hereof.
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (d) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false.
- (e) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**14.1 By the Consultant**

The Consultant may terminate this Contract, by not less than fifteen (15) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 14.1.

- a) If the Client fails to pay any money due to the Consultant

pursuant to this Contract and not subject to dispute pursuant to Clause GC 15 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 15 hereof;
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;

In the event that this Contract is terminated prior to (insert expiration date), the Consultant shall be compensated on a pro rata basis based on actual expenditures and actual amount of work satisfactorily performed.

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 14 or GC 14.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the 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.

#### **15. Dispute Resolution<sup>4</sup>**

Any dispute controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, which cannot be amicably settled between the parties shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:

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- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Consultants 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 THE PROCURING ENTITY**

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant’s Reporting Obligations