

Government of Jamaica

REQUEST FOR CURRICULUM VITAE

CURRICULM VITAE

MOFP-CV#0981/2014

Project Name: CONSULTANCY SERVICES-

PROCUREMENT AND ADMINISTRATIVE MANAGER, STRATEGIC PUBLIC SECTOR TRANSFORMATION PROJECT

September 2014

TABLE OF CONTENTS

	Pages
SECTION 1: Instructions to Consultants	4
SECTION 2: Terms of Reference	8
SECTION 3: Standard Forms	18
Template for Curriculum Vitae	18
Template for Consultant's Experience	20
Template for Technical Proposal Submission Form	21
Templates for Financial Proposal Submission Form and Summary of Costs	3.22-23
Specimen of Standard Contract	.24

SECTION 1

INSTRUCTIONS TO CONSULTANTS (ITC)

MOFP-CV#981/2014 – Procurement and Administrative Manager for the Strategic Public Sector Transformation Programme (Project Implementation Unit)

- 1. The Ministry of Finance and Planning has received a loan from International Bank for Reconstruction and Development and has committed funds and now seeks to engage the services of a qualified consultant in the capacity of Procurement and Administrative Manager to manage the procurement process and provide administrative support to the Project Coordinator under the Strategic Public Sector Transformation Programme.
- 2. The Ministry now invites submission of curriculum vitas for the position of Procurement and Administrative Manager. An individual will be selected using the Selection Based on Consultants' Qualification (CQS) methodology and procedures described in this ITC, in accordance with the Policies for the Selection and Contracting of Consultants financed by the International Bank for Reconstruction and Development (IBRD Loan No. 8406-JM) and the Government of Jamaica detailed in the Handbook of Public Sector Procurement Procedures respectively.
- 3. We kindly ask that your submission include the following in the format specified:
 - Curriculum Vitae (Attachment 1)
 - Consultant's Experience (Attachment 2)
 - Technical Proposal Submission Form (Attachment 3)
 - Financial Proposal Submission Form (Attachment 4)
 - Summary of Costs Form (Attachment 5)
- 4. The Price Proposal shall be prepared using the attached Standard Form and Letter (attachments 4 and 5). The Form shall list all costs associated with the assignment. (The Price Proposal must be enclosed in a sealed envelope clearly marked 'Price Proposal').
- 5. The Curriculum Vitae and Consultant's Experience in the required format should be in five (5) hard copies, one (1) original and four (4) copies marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies, the original governs. This outer envelope should bear the name and address of the individual and shall be addressed as follows:

The Senior Procurement Manager Ministry of Finance and Planning 30 National Heroes Circle Kingston 4

Consultancy Services – Procurement and Administrative Manager

- 6. The Curriculum Vitae and all related documents should be submitted in English no later than Friday, October 10, 2014, 2014 at 11:00 a.m. in hard copy at the address indicated in Paragraph 5. The opening of the Curriculum Vitae will be held on Friday, October 10, 2014, at the Ministry of Finance and Planning, Block B Conference Room 30 National Heroes Circle, Kingston 4 at 11:15 a.m.
- 7. The price proposal should be valid for a period of ninety (90) days from the closing date of your submission as indicated in Paragraph 5 of this Instruction to Consultants. The validity period will end on January 8, 2015.
- 8. From the date that the submission is opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to their submission. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Curriculum Vitae, and recommendation for award of Contract may result in the rejection of the Consultants' submissions.
- 9. Individuals may seek clarification on any of the attached documents up to Friday October 3, 2014 before the submission date. Any request for Clarification must be sent in writing by facsimile or electronic mail to the Clients address as follows:

Senior Procurement Manager Ministry of Finance and Planning 30 National Heroes Circle Kingston 4 Fax: 876-922-7097 Email: mofprocure@mof.gov.jm

The Client will respond by facsimile or electronic mail to such requests and will send written copies of the responses (including an explanation of the query but without identifying the source of the enquiry) to all individuals who indicated their intention to submit curriculum vitae.

- 10. The evaluation process will comprise an evaluation of the CVs, and the outcome of a panel interview. Based on past experiences specified in the CV, the Client may contact two (2) previous employers of the Consultants. The Client will also, within ten days (10 days) of submission of the CV, invite the Consultants at attend an interview at the Ministry.
- 11. The evaluation committee, appointed by the Client, will evaluate the CVs on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows:

Evaluation Criteria for	Sub-Criteria	Points
Technical Proposals		
1. Experience of Consultant as a Procurement Practitioner including operational planning and administrative activities (Demonstrate	 (a) Years of Experience 10 years and over with 5 years hands-on experience in procurement practice 5 - 9 years with 3 years hands-on experience as a Procurement practitioner 	20 15

	aluation Criteria for chnical Proposals	Sub-Criteria	Points
10	capacity in successfully managing assignments of similar nature and scope	 2 - 4 with 2 years hands-on experience as a procurement practitioner (b) Number of Projects successfully completed 	10
		working on World Bank Projects	
		• 5 and over	10
		• 3-4	7
		• 1-2	5
		(c) Experience as a Supervisor/ Trainer	
		• 3 years and over	10
		• 2 years	7
		• 1 year	4
			Max - 40 points
2.	Qualifications & Competences	(a) Qualification:	
		• Masters/Professional Certification or above- Management, Public Sector Management, Human Resource Management, ,Project Management,	20
		 First Degree – Project Management, Business Management, Human Resource Management, Public Sector Management 	15
		Diploma/ Special Training – Project Management, Business Management, Human Resource Management, Public Sector Management	10
			10
		(b) Competences	Max -30
			points
1.	Professional References (3	For each reference:	
	references required from past	• Excellent	5
	contracts of similar nature	• Good	4
		Satisfactory	3
			Max - (3 x 5) = 15 points
2.	Experience working in Public Sector Organisations	• 5 years and over	15
		• 3-4 years	10
		• 2-3 years	5
			Max- 15 points
r	Fotal		100

Consultants must meet a minimum score of 70 points to be considered for contract award. The Consultant with the highest score will be invited for negotiation and award of contract.

- 12. At any time before the submission of curriculum vitae, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited individual, amend the attached documents. Any amendment shall be issued in writing through addenda. Addenda shall also be sent by facsimile or electronic mail to all individuals who indicated their intention to submit curriculum vitae and will be binding on them. The Client may at its discretion extend the deadline for the submission of curriculum vitae.
- 13. The Client reserves the right to annul the procurement process and reject all curriculum vitae at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the ground of the Client's action. The Client reserves the right to withdraw this invitation without providing reason(s) at any time before the deadline for submission of curriculum vitae.
- 14. Individuals will be required to submit a **Tax Compliance Certificate (TCC)** at the time of bid submission.
- 15. The ITC includes the following documents:
 - o Template for Curriculum Vitae
 - o Template for Consultant's Experience
 - o Template for the Technical Proposal Submission Form
 - o Template for the Financial Proposal Form
 - Template for the Summary of Costs Form
 - o Specimen of Standard Contract
 - o Terms of Reference

SECTION 2

TERMS OF REFERENCE: JOB DESCRIPTION AND SPECIFICATION

JOB TITLE: PROCUREMENT AND ADMINISTRATIVE MANAGER

JOB GRADE:

POST NUMBER:

DEPARTMENT: Ministry of Finance and Planning

Project Coordinator Strategic Public Sector Transformation Project **REPORTS TO:** ACCOUNTABLE TO: Project Coordinator Strategic Public Sector Transformation Project MANAGES: The delivery of procurement actions that support the effective and efficient implementation of the Strategic Public Sector Transformation Project through the development of annual procurement plans, contracting of suppliers of goods and services and the management and administration of all agreements for the provision of said goods and services in accordance with the Guidelines of the World Bank and the Government of Jamaica.

This document will be used as a management tool and specifically will enable the classification of positions and the evaluation of the performance of the post incumbent.

This document is validated as an accurate and true description of the job as signified below:

Employee

Manager/Supervisor

Head of Department/Division

Date Received in Human Resource Division

Date Created/Revised

Date

8

Date

Date

STRATEGIC OBJECTIVES OF THE PROJECT (IN WHICH THE POSITION IS LOCATED)

Project Objectives

The Project Development Objective (PDO) is to strengthen public resource management and support selected public sector institutions in facilitating a more enabling environment for private sector growth.

Components

The program is structured in six components, briefly described in the following paragraphs. A full description of the components is found in the Project Appraisal Document. The specific project goals, performance indicators and means of verification are described in the Results Matrix presented in Annex 1 of this manual.

Component I: Strengthening the Public Investment Management System (PIMS)

The objective of this component is for the PSIP to incorporate public investment projects with estimated five-year operating and maintenance costs fully linked to long term development goals and medium-term priority areas.

This component will support the GOJ reform efforts through the following activities: (i) migration of the current web-based database to a robust platform to manage all information about public investment across the project cycle and linked to the budgeting and financial systems of the country (expected to be compiled into IFMIS); (ii) design and implementation of a public investment management training program for public sector; (iii) reviewing legislation and carrying out dissemination activities to integrate the PIMS with the administrative systems (including procurement and human resources); (iv) strengthening monitoring through Citizens Participation; (v) designing a fund for the funding of pre-investment financial and economic analysis and post-investment evaluations of the public investments; and (vi) provision of technical assistance for the implementation of the Public Financial Management Action Plan.

Component II: Strengthening the Budget Preparation Process and Results Based Budgeting (RBB)

The objective of this component is to link budgeting with government policy priorities through a gradual transition from annual expenditure planning to a medium-term results-based expenditure framework. effectiveness, and can be updated if needed at a later stage. This proposed process will be submitted to the Bank for its no objection.

Component III: Adaptive Public Sector Approaches to Promote Fiscal Sustainability

This component will support measures to institutionalize the process of behavioral change to support new policy processes and provide just-in-Time Technical Assistance (TA) to take into account ad hoc needs of the government and to effectively take advantage of opportunities of intervention when they arise, enabling to bridge policy and implementation gaps revealed in the course of project implementation.

Component IV: Strengthening Property Tax Compliance and Administration.

This component will support the Government in improving the Property Tax compliance and updating the fiscal cadastre..

Component V: Fostering Industrial Growth and Trade Facilitation

The main objective of this thematic area is the development and implementation of an integrated border clearance process through an National Single Window mechanism in which Customs and the participating border agencies will eliminate sequential interventions/inspections and either conduct joint inspections or delegate discrete primary functions to Customs.

Component VI: Project Management

This component will ensure adequate Project management is in place for the implementation of the Project. The activities under this component will include: (i) carry out Project audits; (ii) comply with the financial management and procurement obligations under the Project; (iii) monitor and evaluate Project activities; (iv) provide training, and the acquisition of goods required thereof and finance Operating Costs.

Executing Agency and Beneficiary

The executing agency will be the Ministry of Finance and Planning (MOFP), and it will also be the main beneficiary of many of the activities proposed by this IPF. The Project Implementation Unit (PIU) that will be established within the MOF will be responsible for implementing the project. Institutional arrangements have been designed and an implementation support plan will be in place to ensure that if capacity problems arise, these will be addressed promptly. MOFP will coordinate activities across other beneficiaries of the Project which are mainly executive agencies and divisions spread across Ministries. The project will support activities across selected service delivery ministries, departments, and agencies (MDAs), particularly for components I, II and III with significant coordination efforts that will be contributed by the Public Expenditure Division in MOFP and the Planning Institute of Jamaica (PIOJ). The Tax Administration of Jamaica reporting to MOFP and possibly together with inter-alia but not limited to National Land Agency (NLA) which reports to Ministry of Water, Land, Environment and Climate Change as well as the local governments will be the key actors under component IV in the effort to improve the property tax administration. The two key entities reporting to the MOFP that will be the key actors for the second thematic area on industrial growth and trade facilitation covered by Component V are Jamaica Customs Agency, the Bureau of Standards of Jamaica as well as other border agencies that may eventually also be supported by the project.

Cost and Financing

The summarized Cost Table is presented below. Detailed cost tables can be found in the Annual Working Program.

jeet cost and I manening by compo	Project cost	IBRD	
Project Components	(US\$	Financing	% Financing
	millions)	(US\$ millions)	
1. Strengthening Public Investment Management System	12.8	11.2	88
2. Strengthening Budget Preparation Process and Results Based Budgeting	3.73	2.7	72
3. Adaptive Public SectorApproachesa. Change Managementb. Just-in-time technical	9.1 (5) (4.17)	9.1	100
4. Property Tax	2.8	2.8	100
5. Fostering Industrial Growtha. BSJb. Customs and other agencies	8.43 (5) (3.43)	8.43	100
6. Project Management			
IBRD Loan Front End Fee	0.7	0.7	100
	0.087	0.087	
Total Project Costs	37.64	35.0	93
Total Financing Required	37.64		
Of which IBRD	35.00		
Of which DFID Co-financing Grant	2.64		

Project Cost and Financing by Component & Subcomponent

JOB PURPOSE:

The officer shall plan, organize and direct the procurement of goods and services by:

Procurement Planning

- Through consultation with component coordinators, review the annual work plan of the projects and construct a procurement plan which outlines the procedures that are to be utilised for implementation
- Through consultation with the Bank, negotiate the approval of the annual procurement plans in accordance with the loan and grant agreements
- Through monthly monitoring of procurement activities of the projects, and in collaboration with the programme managers, update the procurement plans and acquire the relevant approvals for the amendments.

Procurement Management

- Based on the prescribed procurement arrangements, draft and submit request for no objections to The Bank for Terms of References and Specification documents ensuring concordance with the guidelines for the procurement of consultant services and goods.
- Develop, in accordance with the procurement plan the requisite expressions of interest and call for proposals, ensuring that they are compliant with the IDP guidelines
- Publish as prescribed the relevant procurement general notices, call for proposals, call for expressions of interests and other such public notices that will ensure the widest possible participation of qualified firms and individuals for the supply of goods and services as outlined in the Terms of References or Specifications documents.
- Preparing the Bid Package table, grouping the goods and services that may be provided by the same supplier or officer, defining the procurement method and the cost estimate for each bid;
- Supervise the Bid opening procedures and act as the major focal point for submission of documents related to expressions of interest
- Coordinate the evaluation of service providers ensuring that the evaluation of CVs, expressions of Interest, Bids, and proposals and the development of short lists or selected providers of goods and services.
- Drafting evaluation reports based on the assessments of technical staff outlining the relevant scores and procedures for submission and approval of :
 - Project Coordinator
 - Procurement Committee
 - Financial Secretary
 - Sector Committee of the National Contracts Commission
 - National Contracts Commission
 - Ministry of Finance and Planning
 - The Bank
 - Cabinet Office
 - Cabinet

Approval levels will be based on the prescribed procurement plan and the source of financing for the procurement action that is being undertaken.

Contract Management

- Organise and facilitate the negotiation of contracts for goods and services with suppliers
- In collaboration with the component coordinators and the project director, draft contracts for the provision of consultant services and goods to the programme in accordance with the guidelines and procedures of the Ministry of Finance and Planning and the Bank
- Manage the payments of deliverables based on the contracts and based on certifications of technical staff
- o Manage the filing of contracts for reference and referrals
- Based on recommendations from technical staff, negotiate the termination of contracts with suppliers of goods and services
- Facilitate the procurement review of contracts that have been let for the provision of goods and services for the programme

Administration

- In collaboration with the component coordinators assess the needs of the implementing agencies and determine a list of goods that may be required for the effective implementation of the Project
- In collaboration with the Project Coordinator determine the administrative needs of the project Unit.
- Initiate the appropriate procurement actions based on the administrative needs of the project unit and the parish offices
- Maintain an inventory of fixed assets for the projects for review by the Auditor General's Department

Management

- Respond to audit queries related to procurement and administration
- Participate in management reviews and performance review of activities for the Project
- Provide procurement advice to component coordinators, ensuring their adherence to the guidelines of the Bank and the Ministry of Finance and Planning
- Participate in peer review sessions for the implementation of activities related to the project
- Manage the procurement Unit of Project through assignment of work to the procurement coordinators and procurement clerks assigned to the projects

KEY OUTPUTS:

The Officer will be required to:

- 1. Procurement Plans
- 2. Bid Documents using World Bank standard procedures and GOJ standard procedures where applicable
- 3. Bid Evaluation reports for Goods and Services
- 4. Approval of Shopping contract and purchase orders
- 5. Monthly Reports on tasks assigned.

- 6. Prepare quarterly procurement reports for the World Bank and the National Contracts Commission
- 7. Prepare submissions and make presentations to the Procurement Committees of the implementing agencies

KEY RESPONSIBILITY AREAS:

Management/Administrative Responsibilities

- Procurement Planning for the projects
- Procurement Management of the projects
- Contract Management
- Administration
- Prepares Bid Documents, Bid Evaluations, Contracts, Contract Negotiation for approval from the:
 - Project Director
 - Procurement Committee
 - Permanent Secretary
 - Sector Committee of the National Contracts Commission
 - National Contracts Commission
 - Ministry of Finance and Planning
 - The Bank
 - Cabinet Office
 - Cabinet

Human Resources Responsibilities

- Provides leadership to staff through effective objective setting and communication.
- Assists with the selection of institutions and consultants for the delivery of goods and services to the project.
- Supervise procurement coordinators assigned to the procurement Unit
- Supervises progress on procurement at the Parish level to all relevant stakeholders

Other Responsibilities

Performs other related functions assigned from time to time by the Project Coordinator.

AUTHORITY OF THE POSITION:

The Procurement of goods and selection of consultants for the project will be carried out in accordance with: (i) "Guidelines: Procurement of Goods, Works, and non-Consulting Services Under IBRD Loans and IDA Credits & Grants by WB Borrowers," dated January 2011; (ii) "Guidelines: Selection and Employment of Consultants Under IBRD Loans and IDA Credits &

Grants by WB Borrowers," dated January 2011; and (iii) "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants," dated October 15, 2006, and revised in January 2011.

A Procurement Plan was agreed between GoJ and the World Bank on, March 16, 2014, covering the first 18 months of the project. The Procurement Plan will be updated at least annually or as required to reflect the actual project implementation needs and improvements in institutional capacity.

A General Procurement Notice will be prepared and published in United Nations Development Business (UNDB), on the World Bank's external website, and in at least one national newspaper after the project is approved by the World Bank's board, and/or before project effectiveness. Specific procurement notices for all goods to be procured under International Competitive Bidding and Requests for Expressions of Interest for all consulting services to cost the equivalent of US\$ 300,000 and above would also be published in the UNDB, on the Bank's external website, and in the national press. For goods and non-consulting services using National Competitive Bidding (NCB), the Specific Procurement Notice will only be published nationally.

Goods financed by the proposed operation would be procured through a combination of the following procedures: (a) International competitive bidding for contracts estimated to cost more than the equivalent of US\$ 500,000; (b) national competitive bidding for contracts of value amounted more than the equivalent of US\$ 50,000 but less than US\$ 500, 000 and; (c) shopping for contracts estimated to cost less than the equivalent of US\$ 50,000. In situations and circumstances that are in compliance with the provisions of paragraph 3.7 of the Guidelines for procurement direct contracting may be used with Bank prior review.

Consultants' services as technical assistance assignments would generally be selected through quality-and-cost-based selection. Consultancy services for short term technical assistance, preparation of specifications, and supervision and contract enforcement would use other selection methods for firms and individuals, as appropriate. Other procurement activities related to incremental operating costs would use finance and administrative procedures acceptable to IDA. Consultancy firms will be selected using the following methods: (a) Quality-and Cost-based Selection (QCBS); (b) Quality Based Selection (QBS); (c) Fixed Budget Selection (FBS); (d) Least Cost Selection (LCS) and (e) Selection based on Consultants' Qualifications (CQS) for services estimated to cost less than US\$ 200,000 per contract. Selection of Individual Consultants (ICS) would be followed for assignments which meet the requirements of paragraphs 5.1 to 5.5 of the Consultant Guidelines. Single Source Selection (SSS) of Consultants would be followed for assignments, which meet the requirements of paragraphs 3.8 to 3.11 of the Consultant Guidelines for firms, paragraph 5.6 of the Guidelines for individuals and will always require the World Bank's prior review regardless of the amount.

Short lists of consultants for services estimated to cost less than US\$ 200,000 equivalent per contract may be composed entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines if a sufficient number of qualified firms are available. However, if foreign firms have expressed interest, they would not be excluded from consideration.

Training, workshops, conference attendance and study tours would be carried out on the basis quarterly programs that would identify proposed budget, participants, location of training, and other relevant details to be reviewed by the Bank before training begins. Related expenses would be procured using procedures acceptable to the Bank and described in Chapter VI.

Operating costs: Operating costs to be financed under the proposed project include the nonconsulting services mentioned above, plus per diem, supervision cost, and salaries of project staff. These costs shall exclude salaries, bonuses, and fees for government civil servants. These expenses would be procured using procedures acceptable to the Bank and are described in Chapter VI.

Further guidance on procurement procedures are contained in Section III to the Legal Agreement:"Procurement".

RESOURCES/BUDGET/ASSETS FOR WHICH THE POSITION IS RESPONSIBLE:

Administrative budget for the programme

PERFORMANCE STANDARDS:

- 1. Key deliverables are produced within agreed timeframes to required standards.
- 2. Annual Procurement Plans & Budgets are prepared and submitted in the required format and timeframe.
- 3. Bid Documents are prepared within the standard and the guidelines of the donor agencies
- 4. Monthly Reports on tasks assigned prepared and submitted on time and in the format required by the World Bank.

INTERNAL AND EXTERNAL CONTACTS (SPECIFY PURPOSE OF SIGNIFICANT CONTACTS):

- Project Coordinator in the carrying out of the specific activities as it relates to the implementation of project.
- Ministry of Finance and Planning Procurement Unit
- Tax Administration Jamaica
- Jamaica Customs Agency
- Bureau of Standards Jamaica
- Trade Board
- Planning Institute of Jamaica, External Cooperation Division
- Task Leaders from the World Bank during mission meetings to review the achievements of the Project and updates specific activities conducted.

SPECIAL CONDITIONS ASSOCIATED WITH THE JOB:

Typical working environment, no adverse working conditions

REQUIRED COMPETENCIES (CORE AND TECHNICAL TO BE SPECIFIED):

The successful candidate will have:

- Demonstrated experience in Training/Teaching.
- Exceptional writing skills.
- Highly detail-oriented with excellent written and verbal communications skills.
- Creative problem solver with ability to work independently.
- Strong planning skills and ability to multi-task several projects simultaneously.
- Fast learning, resourceful, and excellent computer skills.
- Ability to work with tight deadlines and deliver exceptional results.
- Knowledge of the GOJ and World Bank procurement rules

MINIMUM REQUIRED EDUCATION AND EXPERIENCE:

The qualification required for this position is a First Degree in Management with a major in Government or Administration. He/she must also have at least five (5) years experience in general procurement and at least three (3) years experience with the World Bank procurement guidelines, and Government of Jamaica Procurement Guidelines.

SPECIFY LICENSING OR CERTIFICATION NECESSARY FOR THE JOB

No specific licensing or certification is necessary for the job.

SECTION 3 – STANDARD FORMS

ATTACHMENT #1 - CURRICULUM VITAE (CV)

1.	Proposed Position:				
2.	Name of Individual:				
3.	Date of Birth:Nationality:				
4.	Education [Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment]:				
5.	Membership of Professional Associations:				
6.	Other Training [Indicate significant training since degrees under 5 - Education were obtained]:				
7.	Countries of Work Experience : [List countries where staff has worked in the last ten years]:				
8.	Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:				
[St for	Employment Record arting with present position, list in reverse order every employment held since graduation, giving each employment (see format here below): dates of employment, name of employing organization, sitions held.]:				
Fro	om [Year]: To [Year]:				
Em	nployer:				
	sitions held:				

10. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of Consultant]

Date:

Day/Month/Year

[Full name of Consultant]

ATTACHMENT # 2 - Consultant's Experience

[Using the format below, provide information on each assignment for which you were legally contracted either individually as a corporate entity, for carrying out consulting services similar to the ones requested under this assignment(minimum of three (3) projects).

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Entity:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by Cor	isultant within the assignment:

Consultant Name: _____

ATTACHMENT # 3- TECHNICAL PROPOSAL SUBMISSION FORM

[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:

ATTACHMENT # 4 - FINANCIAL PROPOSAL SUBMISSION FORM

[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*¹]. 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]

Address: _____

ATTACHMENT #5 - SUMMARY OF COSTS FORM

A Consultancy Fees

Item	Unit	Quantity	Rate (Currency)	Total (Currency)

B. Reimbursable expense (List all reimbursable expense that will be applicable to undertake the assignment).

Item	Unit	Quantity	Rate (Currency)	Total
			(Currency)	Total (Currency)

C. Summary of Cost

Item	Total (Currency)
Consultancy Fees	
Reimbursable Expense	
Total Cost	

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* <u>day of</u> *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 <u>(hereinafter called the Consultant") having his principal office located at</u>

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 Terms of Reference, "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 <u>Client</u> the reports in the form and within the time periods specified in Terms of Reference/Key Outputs.
2. Term	The Consultant shall perform the Services during the period commencing [<i>insert starting date</i>] and continuing through to [<i>insert completion date</i>] or any other period as may be subsequently agreed by the parties in writing.	
3. Payment	Fo Cl [i or co in	<u>eiling</u> or Services rendered pursuant to Terms of Reference, the lient shall pay the Consultant an amount not to exceed <u>nsert amount</u>]. This amount has been established based in the understanding that it includes all of the Consultant's osts and profits as well as any tax obligation that may be inposed on the Consultant.
	The s	<u>chedule of Payments</u> chedule of payments is specified below: ¹ insert amount and currency] upon the Client's receipt of copy of this contract signed by the Consultant;

[insert amount and currency] upon the Client's receipt of

1

Modify, in order to reflect the output required, as described in Annex C.

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. <u>Payment Conditions</u> 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 Terms of Reference.
- 4. Project Administration
 A. <u>Coordinator</u>. 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. <u>Reports</u>.

The reports listed in Terms of Reference/Key Outputs 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 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and Standards 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.		The Consultant agrees that, during the term of this Contract
	to be Engaged in Certain Activities	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	Any modification or variation of the terms and conditions of

- **Variation Variation Varia**
- **10.** Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

11. LawThe Contract shall be governed by the laws of Jamaica and the
language of the Contract shall be English.Contract and
LanguageContract and
Language

- 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.

- 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
ConsultantThe 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 Resolution⁴ 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:

- (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 ENTI	TΥ
------------------------	----

FOR THE CONSULTANT

Signed by _____

Title: _____

Signed by _____

Title: _____