



**Government
of Jamaica**



TERMS OF REFERENCE

Issued on: November 12, 2018

TENDER#: TIU/2018/ST-PST/CQS-001

PROJECT NAME: GOJ Public Sector Transformation Programme
| IADB JA-L1073 – Support to the Public Sector Transformation
Programme

TITLE OF CONSULTING SERVICES:
PROGRAMME EXECUTIVE ASSISTANT

Procuring Entity:
Transformation Implementation Unit, Ministry of Finance and the Public Service



TERMS OF REFERENCE
Individual Consultancy – Programme Executive Assistant –Transformation
Implementation Unit

1 BACKGROUND

The Government of Jamaica (Go) outlined a policy for Public Sector Transformation including the establishment of the Public Sector Transformation Implementation Unit (TIU) in January 2017 to spearhead implementation. The vision of a transformed public sector is a modern public service that is fair, values people, and consistently delivers high quality services.

The transformation programme is being supported by funding from the Inter-American Development Bank (IDB) over six years and aims to address quality, cost, and efficiency of public services in Jamaica. The programme is being executed by the Office of the Prime Minister (OPM) and has two main components: (1) *Enhancing Quality of Public Services*; and (2) *Enhancing Efficiency in Public Spending*.

The programme focuses on five critical areas of service delivery in the first phase. These include: (i) the introduction of shared corporate services (SCS) in eight operational areas; (ii) wage bill management to reduce the wage bill to GDP ratio to nine percent by FY2018/19; (iii) human resource management (HRM) transformation; (iv) public sector efficiency and ICT; and (v) rationalisation of public bodies.

The challenges to be addressed are: (i) the underutilization of Information and Communication Technologies (ICTs) across the public sector; (ii) cumbersome processes to access public services; (iii) a relatively large and expensive workforce; (iv) too many public bodies in existence and lack of adherence to the accountability framework; and (v) limited capacity to implement public sector reform initiatives.

2 ROLE SUMMARY

The primary responsibility of the Executive Assistant is to provide comprehensive administrative, secretarial, planning and research support services. The incumbent will prioritise tasks and organise work independently based on general direction from the Executive Director and provide support in managing the daily work of the Executive Director ensuring timely execution.

3 SCOPE OF WORK

The Executive Assistant will:

- Act as the ED's first point of contact with people from both inside and outside the organization. Responding to phone calls, enquiries and requests and handling them when appropriate.
- Be responsible for managing day-to-day correspondence, information sharing and filing by receiving and reviewing all incoming communications (external mail, email or telephone) for the ED and the office, handling them directly where possible, referring them to others where appropriate and ensuring that appropriate follow-up actions are taken.
- Plan and implement appropriate electronic and manual filing to ensure that all correspondence is logged and key papers are accessible where needed.

- Maintain and update contact and distribution lists for the office
- Organize and maintain diaries and make appointments.
- Prepare the ED's daily schedule before he/she arrives in office and briefs him/her on meetings and the relevant agendas.
- Plan, Coordinate and attend meetings (internal and external). Take notes and minutes at meetings and ensures all action points are closed. Ensure the Executive Director is well prepared for meetings
- Follow up actions required from others by the ED, and actions required of the ED by others to ensure that they are completed within deadlines set.
- Assist in preparing evaluation reports, annual project reports, and update ED's projects files.
- Collect and analyzes data, prepare and update briefs, records and other documents as required
- Coordinate and assist with drafting of the internal periodic reports for various stakeholders.
- Assigns work to the Project teams where appropriate
- Assist in preparation for international missions, conferences and study visits, including inviting participants, setting agendas, sourcing venues, etc.
- Liaise with project counterparts on day-to-day implementation of project activities and collects and processes information related to the Projects.
- Escalate matters as required to drive effective action towards realising transformation priorities
- Represents the Executive Director at meetings as required
- Perform other duties as determined by the Executive Director.

4 OTHER REQUIREMENTS

- Willingness to work beyond normal working hours and on weekends, whenever the need arises.

5 DELIVERABLES

- An efficient office management system.
- A filing and information management system.
- Reports, minutes of meetings, other documents.
- Operations Manual.
- Dashboards.

6 EVALUATION

The Executive Assistant will be required to complete an annual evaluation, which shall be conducted at the end of each contract anniversary year. The evaluation will seek to establish the performance of the Executive Assistant over the period of the entire contract period.

7 CHARACTERISTICS OF THE ASSIGNMENT

Reporting Relationships: The consultant will report directly to the Executive Director. All deliverables and/or reports will be reviewed and approved by the Executive Director.

The Executive Assistant will be required to liaise with Partners/Agencies involved in the project, specialists within the IDB, Senior Executives of the Public Service and Private Sector, and Ministers of Government

Nature of the Assignment: The assignment is on purely contractual basis. The tenure will be co-terminus with the project duration. The contract will be for two (2) years at a time, and may be extended based on satisfactory performance.

Level of effort: Full time level of effort of twenty-four (24) consecutive months, with full days Monday through Friday, 8:30 am to 5 pm, operating within a professional office environment. Some weekend or evening hours may be necessary. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

Duration of contract: Twenty-Four (24) months

Location: Kingston, Jamaica | Travel may be required to other Government entities within and outside the Kingston Metropolitan Area.

Type of Consultancy: Individual

Type of contract: Equal monthly instalments based on reports.

8 MINIMUM QUALIFICATION AND EXPERIENCE

The incumbent must meet the minimum required qualifications as detailed below or based on equivalency. Equivalency decisions are made on the basis of a combination of education and experience that would provide the required knowledge and abilities.

EDUCATION

First degree in Administrative Management, Public Administration Business Administration, or any other relevant field from a recognized University; or

Diploma in Administrative Management, Business Administration Studies, or Public Administration, Secretarial Studies or related qualification with at least 5 years' experience working in administration and research;

Certificate in Administrative Management, Business Administration Studies, or Public Administration, Secretarial Studies or related qualification with at least 10 years' experience working in administration and research;

Excellent knowledge of Public Sector administrative practices;

Excellent working knowledge of Microsoft Office Suite or similar software

Knowledge of policies and procedures of multi-lateral financial institutions (e.g. the Inter-American Development Bank or World Bank) and Technical Cooperation Agreements would be an asset.

Experience

At least three (3) years' experience in an administrative position.

Proven track record of working effectively within multi-disciplinary teams.

Required Competencies

Professionalism - Knowledge of the GOJ systems; Demonstrated ability to manage processes and maintain accurate records; Ability to work independently and to maintain flexibility in working hours; Strong customer service skills.

Planning and Organizing – Demonstrated effective organizational skills and ability to handle work in an efficient and timely manner; Demonstrated ability to coordinate tasks to meet deadlines.

Teamwork – Good interpersonal skills; ability to work in a diverse environment with sensitivity and respect; Demonstrated ability to develop and maintain effective work relationships with counterparts.

Communication – Ability to write in a clear and concise manner and to communicate effectively orally.

SECTION 2: ELIGIBLE COUNTRIES/TERRITORIES

A Consultant, and all parties constituting the Consultant, shall be nationals of member countries of the Bank. Consultants from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. This section lists the Bank's member countries, as well as the criteria to determine the nationality of Consultants and the country of origin of goods and consulting services.

Eligible countries are:

Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People's Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, and United States, Uruguay and Venezuela.

Eligible Territories are:

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France;
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA;
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands;
- d) Hong Kong – as a Special Administrative Region of the People's Republic of China.

2) NATIONALITY AND ORIGIN OF GOODS AND SERVICES CRITERIA

The policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods and services. For these determinations, the following criteria shall be used:

A) Nationality.

- a) **An individual** is considered to be 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 “bona fide” resident and is legally entitled to work in the country of domicile.

- b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
 - i. is legally constituted or incorporated under the laws of a member country of the Bank; and
 - ii. more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

B) Origin of Goods

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labelled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

C) Origin of Services

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

SECTION 3: PROHIBITED PRACTICES

1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank¹ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.
 - (a) The Bank defines, for the purposes of this provision, the terms set forth below:
 - (i) A "corrupt practice" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - (v) An "obstructive practice" which is:
 - a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1 (f) below.
 - (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

¹ Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

- (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
- (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
- (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
- (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
- (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated² sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (vi) refer the matter to appropriate law enforcement authorities; and/or
- (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
 - (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
 - (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
 - (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
 - (f) The Bank requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also

² A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

- (g) If the Borrowers procures goods or services, works or consulting services directly from a specialized agency, all provisions under Section VI regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

2. By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultant's directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;

(g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).