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**Government of Jamaica**

***Early Childhood Commission***

PUBLIC PROCUREMENT STANDARD BIDDING DOCUMENT

**Procurement of Consulting Services to Evaluate Data Gathered by the Jamaica School Readiness Assessment (JSRA) for Four Year Olds**

**(Request for Proposal - RFP)**

**NCB#ECC-2019-07-15B**

**Abbreviations and Acronyms**

Act Public Procurement Act, 2015

CV Curriculum Vitae

e-GP electronic Government Procurement System

ITC Instructions to Consultants

MOF Ministry of Finance

Office Office of Public Procurement Policy

regulations The Public Procurement Regulations

RFQ Request for Quotations

SBD Standard Bidding Document

TCL Tax Compliance Letter

TOR Terms of Reference

VAT Value Added Tax

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**Shops 44-49, Kingston Mall, 8-10 Ocean Boulevard**

**Tel: 922-9296-7, Fax 922-9295, Email: earlychildhoodcommission@ecc.gov.jm**

**INVITATION TO QUOTE**

**Ref No: NCB#ECC-2019-07-15B**

To: Prospective Consultants

July 15, 2019

Dear Madam/Sir

Subject: Consultancy to Evaluate Data Gathered by the Jamaica School Readiness Assessment (JSRA) for Four Year Olds

1. The Early Childhood Commission utilizing public funds invites you to submit your price quotation for the delivery of the following services:

To Evaluate Data Gathered by the Jamaica School Readiness Assessment (JSRA) for Four Year Olds as per the attached Terms of Reference at Section 2.

1. The Quotations should be submitted in ***hard copy*** *to the following address and dropped in the tender box located in the Reception Area:*

Director 1 – Public Procurement

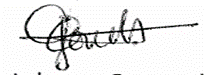
The Early Childhood Commission

Shops 44-49 Kingston Mall, 8-10 Ocean Boulevard,

Kingston, Jamaica

1. Only quotations from eligible Consultants/Firm as defined in paragraph 2 of Section 1, Instructions to Consultants/Firm will be considered.
2. Quotations must be submitted by **10:00am** **on** **Monday, July 29, 2019.**
3. The procuring entity shall award the contract to the Consultant/Firm whose quotation has been determined to be the lowest evaluated quotation and is substantially responsive to this Invitation.
4. No quotation securing declaration or guarantee is required.
5. Please confirm whether or not you will submit a quotation by email to: jcourts@ecc.gov.jm quoting the reference.

Yours faithfully



Ms. Joleesa Courts

Director 1 – Public Procurement

Addenda

Section 1 Instructions to Consultants/Firm

Section 2 Terms of Reference

Section 3 Form of Quotation

Section 4 Form of Contract Agreement

**Section 1 Instructions to Consultants/Firm**

1. **Eligibility of the Consultant/Firm**
2. A consultant/firm must meet the following criteria to be eligible for the procurement contract award: The consultant/firmmust meet the following criteria to be eligible for the procurement contract award:
   1. In accordance with the Public Procurement Regulation17, the bidder and any named subcontractor shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica as part of their bid. **Proof of Tax Compliance is a valid copy of the Tax Compliance Letter (TCL) / Valid Tax Compliance Certificate (TCC)**
   2. The consultant/firm must have received this invitation directly from the procuring entity.
3. **Qualification of the Consultant/Firm**
4. The consultant/firmmust meet the following qualification requirements to be considered for the procurement contract award:
5. The individual of firm of Consultants should have at least five (5) years’ experience in psychometric measurement/testing, data collection and management and evaluation of data collection in Jamaica.
6. The Lead Consultant should possess:
   1. post-graduate qualifications in educational and psychological measurement/testing and other related Social Science area;
   2. and at least five (5) years documented experience in psychometric testing, i.e. experience in the development of psychological assessment tools and administration and interpretation of psychological tests;
   3. certification or qualification in training and/or knowledge dissemination and experience in data collection and data management/evaluation in Jamaica.
7. The secondary specialists if they are proposed as being needed by the Lead Researcher of the Consulting team should possess post-graduate qualifications in educational and psychological measurement/testing or in other related Social Science area
8. At least five (5) years’ practical experience in psychometric testing, certification or qualification in training and/or knowledge dissemination
9. Experience of data collection and data evaluation in Jamaica.
10. **Fraud, Corruption and Other Prohibited Practices**

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| * 1. The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.   2. For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.   3. A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall ---      1. be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;      2. have their bid rejected if it is determined that the bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;      3. risk other sanctions provided for in the Act or the regulations.   3.4 Furthermore, bidders shall be aware of the provision stated in Sub-Clause 7.2 (c) of the General Conditions of Contract |
| 1. **Eligible bidders**   4.1 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission.  4.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate compliance with Section 15 of the Act at the time of bid submission.  4.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.     1. **Disqualified Bidders**    1. Failure to directly **obtain** the bidding documents from the procuring entity will result in d**isqualification from the procurement proceedings.**    2. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or that has been hired (or is proposed to be hired) by the procuring entity as Project Manager for the Contract.    3. A bidder that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.    4. A Bidder falling in any of the disqualification grounds in sections 18 and 19 of The Public Procurement Regulations 2018 shall be disqualified. 2. **Joint Venture**   6.1 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 14. This does not limit the participation of Subcontractors in more than one bid.   * 1. A bidder may be a firm that is a private entity or the combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.   2. Except as provided in ITB Sub-Clauses 5.2 and 6.1, this bidding process is open to:      1. if a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, those firms - in case of JV with the same partner(s) and JV - that have been pre-qualified. The **BDS** specifies whether pre-qualified bidders may submit joint bids; or      2. if a pre-qualification process has not been undertaken for the Contract(s) for which these bidding documents have been issued, then the provision of sub-clauses 5.3 and 47.1 apply.  1. **Eligible goods and related services**    1. The term “goods” means (a) things of every kind and description, whether tangible or intangible, including (i) commodities, agricultural crops, raw materials, products and equipment; (ii) matter in solid, liquid or gaseous form; and (b) services incidental to the supply of such things.   7.2 For the purpose of this Clause, origin means, but is not limited to, the country where the goods have been grown, mined, cultivated, produced, manufactured, processed or services provided; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |

1. **Documents comprising the Quotation**

The quotation submitted by the Consultant/Firm shall comprise the following documents:

* Signed Letter of Quotation on your company Letter Head.
* Signed Technical Response including Work Plan, Team Composition and Inputs.
* Signed Curriculum Vitae (CV)
* Signed FIN-2, FIN-3 and FIN-4
* TCL / Tax Compliance Certificate (TCC)

1. **Quotation and evaluation criteria**

The consultant/firmmust submit a quotation for all the services specified in Section 2 Terms of Reference.

A partial proposal shall be deemed non-responsive.

This is a *Lump-sum* assignment.

The procuring entity may award the contract to the consultant/firmfollowing the evaluation and any negotiation.

1. **Financial Quotation**

Quotations must be stated in Jamaican Dollars using the forms at Section 3. All custom duties, import and any other taxes or fees applicable for materials or works imported in Jamaica and GCT should be presented separately, where applicable.

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

The consultant/firm shall bear all costs associated with the preparation and submission of its quotation, and the procuring entity shall not be responsible or liable for those costs.

7. **Site Visit**

7.1 The consultant/firm may wish to visit and examine the site(s) of the project and obtain all information that may be necessary for preparing their bids. All costs of visiting the site(s) shall be at the bidder’s own expense, responsibility and risk.

7.2 The procuring entity may arrange for the consultant/firm and any of their personnel or agents to gain access to the relevant site(s), provided that consultant/firm give the procuring entity adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the procuring entity may organize a site visit (as specified in the **BDS**). Failure to attend a site visit will not be cause for disqualification.

7.3 No site visit shall be arranged or scheduled after the deadline for the submission of bids and prior to the award of Contract.

**8. Validity of Quotation**

Your quotation should be valid for a period of **90** days from the deadline for submission.

**9. Language of the Quotation**

All documents relating to the quotation and contract shall be in the English language.

**10. Signing of the Quotation**

The original quotation shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the Consultant/Firm.

Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

**11. Submission of Quotation**

The quotation must be submitted hard copy to the following address and dropped in the tender box located in the Reception Area:

Director 1 – Public Procurement

The Early Childhood Commission

Shops 44-49 Kingston Mall, 8-10 Ocean Boulevard,

Kingston, Jamaica

The consultant/firm may modify or withdraw its quotation once submitted but only prior to the deadline for submission.

Failure to be directly obtain the Request for Proposal Document from the Procuring Entity will result in disqualification of that bidder from participating in the procurement process.

**12. Deadline of submissions**

The deadline for receipt of your quotation by the procuring entity is no later than **Monday, July 29 at 10:00AM**

There **shall be** a public opening of quotations at the following location stated at Clause#11 on **Monday, July 29, 2019 at 10:15AM:**

The Early Childhood Commission (Board Room)

Shops 44-49 Kingston Mall, 8-10 Ocean Boulevard,

Kingston, Jamaica

**13. Late Quotations**

The procuring entity shall not consider any quotation that arrives after the deadline for submission of quotations. All late quotations shall be declared late and rejected. The Consultant/Firm will be notified.

**14. Confidentiality**

Information relating to the examination, evaluation, comparison and post-qualification of quotations and recommendation of contract award shall not be disclosed to Consultants or any other persons not officially concerned with such process until publications of the contract award.

Any attempt by a Consultant or any person to influence the procuring entity in the examination, evaluation, comparison and post-qualification of the quotations or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its quotation.

**15. Negotiation**

The procuring entity may seek to negotiate and obtain a reduction in the bid price in order to ensure best value for money.

**16. Procuring Entity’s Right to Accept Any Quotation and to Reject any or all Quotations:**

The procuring entity reserves the right to accept or reject any quotation, and to cancel the process of competition and reject all quotation, at any time prior to the award of the contract, without thereby incurring any liability to the affected consultant/firm.

**17. Clarifications or further information**

Any request for clarification or further information must be received seven days before the quotation deadline, i.e. **Monday, July 22, 2019**. All request must be in writing to the Director, Public Procurement [jcourts@ecc.gov.jm] or the address provided at Clause 11.

**18.Notification of Award and Signing of contract:**

The consultant/firmwill be notified in writing by the Procuring Entity of the contract award prior to the expiration of the validity period.

The date of this notification establishes the commencement of the standstill period. The standstill period will be **10 days.** During this time the consultant/firm may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their quotation was not selected.

On the expiry of the standstill period the procuring entity shall send the consultant/firm the contract which shall be binding. The procuring entity shall publish the results in the manner prescribed by the Office]. Where the Procuring Entity will be initiating a standstill period this paragraph should be included in the document

A mobilization payment may be provided by the procuring entity upon the request of the contractor which shall be secured by a mobilization payment guarantee.

An eligible consultant/firmhas the right to a reconsideration or review of an action or decision of the procuring entity in accordance with the reconsideration and review procedures described in the Public Procurement Manual.

**19. Rights to Reconsideration and Review**

**Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible bidder has the right to reconsideration or review of an action or decision of the procuring entity.**

**Section 2 Terms of Reference**

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**TERMS OF REFERENCE**

**CONSULTANCY TO EVALUATE DATA GATHERED BY THE**

**JAMAICA SCHOOL READINESS ASSESSMENT (JSRA) for FOUR YEAR OLDS**

**I. Background**

The Government of Jamaica (GOJ) recognizes Early Childhood Development (ECD) as a key strategic area for national development. As such, efforts are being made to reform the early childhood sector into one that is focused on achieving optimal development for all children from birth to eight years. The first stage of this reform process involved establishing a legal framework to govern and coordinate the sector. In 2003, the Early Childhood Commission Act was passed in Parliament which established the Early Childhood Commission (ECC) as the regulatory and coordinating agency for the ECD sector. In 2005, the Government of Jamaica passed the Early Childhood Act and its attendant Regulations which establishes the minimum standard for the management and operation of Early Childhood Institutions (ECI’s).

The ECD sector spans health, education and the social services. In 2008, the ECC coordinated the development of a sector-wide National Strategic Plan (NSP) that established the priorities for the sector over the five-year period 2008-2013. The NSP was developed using a consultative process including parents, early childhood practitioners, early childhood stakeholders, local and international development partners. On its completion, and following a monitoring and evaluation process, the NSP 2013-2018 was developed to continue and expand the work that had commenced. The World Bank has partially supported the NSP’s through loan financing of activities.

The NSP also recognizes the difference in models for implementation of plans and programmes for:

* children 0-3 years, (the majority of whom are not in ECIs but who access state health services regularly during this period)
* children 3-6 years, (the majority of whom are in ECIs) and
* children 6-8 years, who attend primary level schools and are governed by the Education Act.

One of the five key processes of the NSP for the early childhood development sector is the development of an “effective screening and intervention system” for “at risk” children; those that are in situations that could prevent young children from developing as they should. In the execution of its mandate the ECC with support from UNICEF developed and implemented the Jamaica School Readiness Assessment (JSRA) which has been administered nationally to all 4 year olds since 2017. The data is currently housed at the Ministry of Education, Youth and Information’s Student Assessment Unit (SAU) but the evaluation on which secondary referrals for further screening and assessments has been lagging which runs counter to the intent of the JSRA itself.

**II. Rationale**

It is well established that screening, referral and early intervention is a priority during early childhood. At the school level, the focus is on readiness and is intended to increase the identification of children in need of extra support.

**III. General Objective**

The general objectives of this consultancy are: (1) to assess the JSRA data annually from 2017 and (2) to develop a strategy for annual assessments and distribution to the EC sector thereafter.

**IV. Specific Objectives**

Specific objectives are to:

1. Develop the methodology to evaluate the annual JSRA data.
2. Train a data assessment team and other key staff to assist in JSRA data assessment on an ongoing basis.
3. Make recommendations for ongoing annual assessment of JSRA data.

**V. Scope of Work**

1. Develop operational guidelines to evaluate the backlog of JSRA data.
2. Conduct evaluations and present the evaluated data.
3. Identify and train relevant research personnel to do the evaluations annually
4. Prepare a draft report for review by the ECC which should identify barriers and enabling factors associated with the assessment of the JSRA.
5. Propose a framework to monitor and evaluate the JSRA annually; it should include a sustainability plan and monitoring indicators for the achievement of any critical objectives.

**VI. Deliverables**

|  |  |  |
| --- | --- | --- |
| No. | Deliverable | Weight |
| 1 | A detailed work plan with the proposed methodology and time-frames for the administration of the pilot for approval by the ECC. | 20% |
| 2 | A draft report on the evaluation of the JSRA data | 25% |
| 3 | A final report on findings | 25% |
| 4 | A detailed M and E framework for the evaluation of the JSRA including costs and a sustainability plan. | 30% |

**VII. Characteristics of the Consultancy**

**Level of effort:** Full time level of effort of six (6) consulting months will be required

**Duration of contract:** Six months – September 16, 2019 to March 16, 2020

**Location:** Jamaica

**Type of Consultancy:** Individual or Consulting firm

**Type of contract:** Lump sum

**VIII**. **Qualifications and Experience:**

The individual of firm of Consultants should have at least five (5) years’ experience in psychometric measurement/testing, data collection and management and evaluation of data collection in Jamaica.

1. The Lead Consultant should possess:

* post-graduate qualifications in educational and psychological measurement/testing and other related Social Science area;
* and at least five (5) years documented experience in psychometric testing, i.e. experience in the development of psychological assessment tools and administration and interpretation of psychological tests;
* certification or qualification in training and/or knowledge dissemination and experience in data collection and data management/evaluation in Jamaica.

1. The secondary specialists if they are proposed as being needed by the Lead Researcher of the Consulting team should possess post-graduate qualifications in educational and psychological measurement/testing or in other related Social Science area
2. At least five (5) years’ practical experience in psychometric testing, certification or qualification in training and/or knowledge dissemination
3. Experience of data collection and data evaluation in Jamaica.

**IX. Reporting Requirements**

Technical Reporting: The consultant(s) will report directly to:

The Executive Director

Early Childhood Commission

Shops 45-49 Kingston Mall

8-10 Ocean Boulevard

Kingston

who will act on the recommendations of the Board of the Early Childhood Commission and UNICEF Jamaica. The Consultant will meet with the Executive Director for a briefing session within a week of the awarding of the contract. No variations are to be made to the agreed time or cost without prior approval by the Executive Director.

**Section 3 Letter of Quotation**

Date:

Ref No.: NCB#ECC-2019-07-15

To: Early Childhood Commission

We, the undersigned, declare that:

1. We have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Consultants/Firms (**ITC/F**);
2. We offer to supply, in conformity with the Invitation for Quotations, the following services: ;
3. The total price of our quotation, excluding any discounts offered in item (d) below, but including all applicable taxes is:

*[amount of Jamaican Dollars in words]*, *[amount in figures]*, ;

1. The discounts offered and the methodology for their application are: ;
2. Our quotation shall be valid for a period of \_\_\_\_\_\_\_\_\_days from the date fixed for the quotation submission deadline in accordance with the Request for Quotations and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. We, including any subcontractors or Consultants for any part of the contract, do not have any conflict of interest in accordance with **ITC/F** 1;
4. Our firm, its affiliates or subsidiaries (including any subcontractors or Consultants/Firms for any part of the contract), are not been declared ineligible procuring entityin accordance with ITC/F 2 ;
5. We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica;
6. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the quotation process or execution of the contract:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |

[If none has been paid or is to be paid, indicate “none.”]

1. We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
2. I understand that you are not bound to accept the lowest responsive quotation or any other quotation that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful quotation or after the successful quotation is accepted if

(i) the Consultant/Firm presenting the quotation is disqualified under the Act or the regulations of the Public Procurement Act, 2015;

(ii) the procurement is cancelled;

(iii) the Consultant/Firm presenting the successful quotation is excluded on the grounds of corruption, unfair competition and a conflict of interest; or

(iv) the procurement, the quotation or the Consultant/Firm contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Name In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed

Duly authorized to sign the quotation for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Technical Response**

*a)* ***Technical Approach, Methodology, and Organization of the Consultant’s team****. [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here. Your response excluding the Work Plan, Staffing and CVs should not exceed 5 A4 pages.]*

*b)* ***Work Plan and Staffing***. *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A CV for each of the Experts proposed should be provided using the format below. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*

*c)* ***Comments (on the TOR and on counterpart staff and facilities)*** *[Your suggestions should be concise and to the point, and incorporated in your quotation. Please also include comments, if any, on counterpart staff and facilities to be provided by the procuring entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]*

**Work Plan**

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the procuring entity’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

**Team composition, assignment, and key experts’ inputs**

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

1 For Key Experts, the input should be indicated individually for the same positions as per the TOR.

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

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

Full time input

Part time input

**Curriculum Vitae (CV)**

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Membership in Professional Associations and Publications:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| *[List all deliverables/tasks in which the Expert will be involved)* |  |
|  |  |

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

Certification:

I certify that I have been informed by the firm that it is including my CV in the quotation for the *[name of project and contract*] and that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the quotation. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the procuring entity, and/or sanctions by the Government.

*[day/month/year]*

Name of Expert Signature Date

*[day/month/year]*

Name of authorized Signature Date

Representative of the Consultant/Firm

*[the same who signs the quotation]*

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** |  | **No** |
| (i) I am employed by the procuring entity |  |  |  |
| (ii) I was part of the team who wrote the terms of reference for this consulting services assignment |  |  |  |

.

*OR*

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

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

**Form FIN-2: Summary of Costs**

|  |  |
| --- | --- |
| **Item** | Cost JMD |
| **Cost of the Financial Quotation** |  |
| Including: |  |
| (1) **Remuneration** |  |
| (2) **Reimbursable** |  |
| **Total Cost of the Financial Quotation:**  *[Should match the amount in the Letter of Quotation]* |  |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | |
| 1. *[insert type of tax. e.g., VAT or sales tax]* |  |
| 1. *[e.g., income tax on non-resident experts]* |  |
| 1. *[insert type of tax]* |  |
| Total Estimate for Indirect Local Tax: |  |

**Form FIN-3 Breakdown of Remuneration**

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Remuneration** | | | | | | | | |
| **No.** | **Name** | **Position** | **Person-month Remuneration Rate** | **Time Input in Person/Month** | *Cost JMD* | | | |
|  | **Key Experts** |  |  |  |  | | | |
| K-1 |  |  | [*Home*] |  |  | |  | |
|  | [*Field*] |  |  | |  | |
| K-2 |  |  |  |  |  | |  | |
|  |  |  |  | |  | |
|  |  |  |  |  |  | |  | |
|  |  |  |  | |  | |
|  | **Non-Key Experts** |  |  |  |  | | | |
| N-1 |  |  | [*Home*] |  |  |  | | |
|  | [*Field*] |  |  |  | | |
|  |  |  |  |  |  |  | | |
|  |  |  |  |  | | |
|  |  |  |  | Total Costs |  | |  |

**Form FIN-4 Breakdown of Reimbursable Expenses\* (if applicable)**

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **B. *Reimbursable Expenses*** | | | | | |
| **N°** | **Type of Reimbursable Expenses** | **Unit** | **Unit Cost** | **Quantity** | Cost JMD |
|  | *[e.g., Per diem allowances\*\*]* | [Day] |  |  |  |
|  | *[e.g., International flights]* | [Ticket] |  |  |  |
|  | *[e.g., In/out airport transportation]* | [Trip] |  |  |  |
|  | *[e.g., Communication costs between Insert place and Insert place]* |  |  |  |  |
|  | *[ e.g., reproduction of reports]* |  |  |  |  |
|  | *[e.g., Office rent]* |  |  |  |  |
|  | *....................................* |  |  |  |  |
|  | *[Training of the procuring entity’s personnel – if required in TOR]* |  |  |  |  |
| Total Costs | | | | |  |

Legend*:*

Bid Evaluation Criteria

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Criteria** | **Score** | **Maximum Weight** | **Submission Requirement** | **Marks Allocated** |
| **Experience:** 5 years or more in psychometric testing | 10 | **10** | **Curriculum Vitae (CV)** |  |
| **Adequacy of Proposed Methodology and Work Plan:**   * Technical Approach & Methodology * Work Plan * Organization and Staffing | 10  15  5 | **30** | **Technical Response incl. Work Plan Table, Team composition, assignment, and key experts’ inputs** |  |
| **Qualifications and Competence of Key Staff:**   * **General Qualifications:**  1. post-graduate qualifications in educational and psychological measurement/testing and other related Social Science area  * **Adequacy for the assignment:**  1. certification or qualification in training and/or knowledge dissemination and experience in data collection and data management/evaluation in Jamaica. 2. Experience of data collection and data evaluation in Jamaica. | 10  20 | **30** | **Curriculum Vitae (CV)** |  |
| **References:**  A Minimum of two (2) references | 10 | **10** | **List of two (2) references with names, positions and contact information** |  |
| **Financial Proposal:**  **Lowest Tender Price/Tender Price \* Weight = Score**  The lowest price bidder will be awarded the full weight of 20 | 20 | **20** | **Completed Letter of Quotation and FIN 2 to FIN 4 (if applicable)** |  |
| **Total Score** |  | **100** |  |  |

**Section 4 Form of Contract Agreement**

**Contract for Consultant’s Consulting Services**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

***[Name of the procuring entity]***

**and**

***[Name of the Consultant/Firm]***

Dated:

**Form of Contract**

This CONTRACT (the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of procuring entity]* (the “procuring entity”) and, on the other hand, *[name of Consultant/Firm]* (the “Consultant/Firm”) for the provision of *[include title of the consulting assignment/services]* (the “consulting services”) described in the Terms of Reference in the Appendix A.

WHEREAS, the procuring entity has accepted the Consultant/Firm’s quotation for the performance of the consulting services, and the Consultant/Firm is capable and willing to perform said consulting services.

The procuring entity and the consultant/Firm (the “parties”) agree as follows:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of Jamaica.
2. The Contract is signed and executed in the English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is JMD *[insert amount]* and is *[indicate: inclusive or exclusive.* of local indirect taxes. The Contract price breakdown is provided in Appendix C.
4. The expected date for the commencement of the consulting services is *[insert date, month and year]* at *[insert location]*. The time period shall be *[insert time period, e.g.: twelve months]*.
5. The procuring entity designates *[insert the name and title]* as procuring entity’s coordinator and the Consultant/Firm designates *[insert the name and title]* as their respective representatives for the purpose of coordination of activities under this Contract.
6. Any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by *[dispute resolution in accordance with the applicable law]* or *[arbitration in accordance with the [insert applicable arbitration rules, e.g., UNCITRAL, ICC, national rules governing arbitration] as in force and effect on the date of this Contract]]*.
7. The following documents form an integral part of this Contract:
8. The General Conditions of Contract;
9. Appendices:

Appendix A: Terms of Reference and Reporting Requirements

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

SIGNED:

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

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

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

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

**General Conditions of Contract**

1. **General Provisions**
2. **Definitions**
3. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
4. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or Sub-consultant assigned by the Consultant/Firm to perform the consulting services or any part thereof under the Contract.
5. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the consulting services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant/Firm’s quotation.
6. “Non-Key Expert(s)” means an individual professional provided by the Consultant/Firm or its Sub-consultant to perform the consulting services or any part thereof under the Contract.
7. “Sub-consultants” means an entity to whom/which the Consultant/Firm subcontracts any part of the consulting services while remaining solely liable for the execution of the Contract.
8. **Eligibility**

It is the Consultant’s responsibility to ensure that its Experts, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements throughout the implementation of this Contract as established by the Government of Jamaica.

1. **Fraud and Corruption and Prohibited Practices**

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

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

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

* 1. be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
  2. have their quotation rejected if it is determined that the Consultant/Firm is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;
  3. risk other sanctions provided for in the Act or the regulations.

1. **Commissions and Fees Disclosure**
2. The procuring entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Government of Jamaica.
3. **Force Majeure**
4. **Definition**
5. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
6. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
7. **No Breach of Contract**
8. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
9. **Measures to be Taken**
10. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
11. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
12. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
13. During the period of their inability to perform the consulting services as a result of an event of Force Majeure, the Consultant, upon instructions by the procuring entity, shall either:
14. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the consulting services; or
15. Continue with the consulting services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
16. **Suspension**
17. The procuring entity may, by written notice of suspension to the Consultant/Firm, suspend part or all payments to the Consultant/Firm hereunder if the Consultant/Firm fails to perform any of its obligations under this Contract, including the carrying out of the consulting services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant/Firm to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension.
18. **Termination**
19. This Contract may be terminated by either Party as per provisions set below:
20. **By the procuring entity**
21. The procuring entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant/Firm after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
22. If the Consultant/Firm does not remedy a failure in the performance of its obligations under the Contract after being notified by the procuring entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the procuring entity’s notice;
23. If the Consultant/Firm becomes insolvent or bankrupt;
24. If the Consultant/Firm, in the judgment of the procuring entity, has engaged in fraud and corruption or prohibited practices as defined in Attachment 1 in competing for or in performing the Contract;
25. If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
26. **By the Consultant/Firm**
27. The Consultant/Firm shall promptly notify the procuring entity in writing of any situation or any event beyond the reasonable control of the Consultant/Firm, which makes it impossible for the Consultant/Firm to carry out its obligations under the Contract.
28. Upon written confirmation by the procuring entity or upon failure of the procuring entity to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant/Firm shall be relieved from all liability and may thereupon terminate the Contract by giving no less than fourteen (14) calendar days a written termination notice.
29. **Obligations of the Consultant/Firm**
30. **Standard of Performance**
31. The Consultant/Firm shall carry out the consulting services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the consulting services as is consistent with sound professional practices.
32. The Consultant/Firm shall act at all times so as to protect the interests of the procuring entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.
33. **Compliance**
34. The Consultant/Firm shall perform the consulting services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the applicable law.
35. **Conflict of Interest**
36. The Consultant/Firm shall hold the procuring entity’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
37. The Consultant/Firm agrees that, during the term of this Contract and after its termination, the Consultant/Firm and any entity affiliated with the Consultant/firm, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant/Firm’s consulting services for the preparation or implementation of the project.
38. The Consultant/Firm shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
39. The Consultant/Firm has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their procuring entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant/Firm or the termination of its Contract.
40. **Confidentiality**
41. Except with the prior written consent of the procuring entity, the Consultant/Firm and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant/Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the services.
42. **Insurance to be Taken by the Consultant**
43. The Consultant/Firm shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the procuring entity. The Consultant/Firm shall ensure that such insurance is in place prior to commencing the consulting services.
44. The procuring entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), sub-contractors, or specialists associated with the Consultant/Firm for purpose of the consulting services, nor for any dependent of any such person.
45. The procuring entity reserves the right to require original evidence that the Consultant/Firm has taken out the necessary insurance.
46. **Accounting, Inspection and Auditing**
47. The Consultant/Firm shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the consulting services and in such form and detail as will clearly identify relevant time changes and costs.
48. The Consultant/Firm shall permit and shall cause its Sub-consultants to permit, the procuring entity and/or persons appointed by the procuring entity to inspect the site and/or all accounts and records relating to the performance of the Contract and the submission of the quotation to provide the consulting services, and to have such accounts and records audited by auditors appointed by the procuring entity.
49. **Reporting Obligations**
50. The Consultant/Firm shall submit to the procuring entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in said Appendix.
51. **Proprietary Rights of the procuring entity in Reports and Records**
52. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant/Firm for the procuring entity in the course of the consulting services shall be confidential and become and remain the absolute property of the procuring entity unless otherwise agreed by the procuring entity in writing. The Consultant/Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the procuring entity, together with a detailed inventory thereof. The Consultant/Firm may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the procuring entity.
53. **Description of Key Experts**
54. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the consulting services of each of the Consultant/Firm’s Key Experts are described in Appendix B.
55. **Replacement of Key Experts**
56. Except as the procuring entity may otherwise agree in writing, no changes shall be made in the Key Experts.
57. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant/Firm’s written request and due to circumstances outside the reasonable control of the Consultant/Firm, including but not limited to death or medical incapacity. In such case, the Consultant/Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
58. **Removal of Experts or Sub-consultants**
59. If the procuring entity finds that any of the Experts or Sub-consultant has committed a serious misconduct or has been charged with having committed a criminal action, or if the procuring entity determines that a Consultant/Firm’s Expert or Sub-consultant has engaged in fraud or corruption or prohibited practices while performing the consulting services, the Consultant/Firm shall, at the procuring entity’s written request, provide a replacement.
60. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the procuring entity to be incompetent or incapable in discharging assigned duties, the procuring entity, specifying the grounds therefore, may request the Consultant/Firm to provide a replacement.
61. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the procuring entity.
62. The Consultant/Firm shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
63. **Procuring entity’s Payment Obligation**
64. In consideration of the consulting services performed by the Consultant/Firm under this Contract, the procuring entity shall make such payments to the Consultant/Firm for the services specified in Appendix A and in such manner as described in Appendix C.
65. **Mode of Billing and Payment**
66. The payments under this Contract shall be made in accordance with the payments provisions in Appendix C.
67. Payments do not constitute acceptance of the whole consulting services nor relieve the Consultant/Firm of its obligations.
68. **Amicable Settlement**
69. The procuring entity and the Consultant/Frim shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
70. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the procuring entity or the consultant/Firm may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in para 6 of the Contract Form.
71. Notwithstanding any reference to arbitration herein,
    1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
    2. the procuring entity shall pay the consultant any monies due the consultant.

**Appendices**

**Appendix A – Terms of Reference and Reporting Requirements**

**Appendix B - Key Experts and CVs**

**Team Composition, Assignment and inputs**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input in each Deliverable or Task (D-….)[[1]](#footnote-1)** | | | | | | | | | | | | | **Total time-input**  **(indicate: in Months[[2]](#footnote-2) or in Days)** | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home[[3]](#footnote-3)** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | [e.g., Mr. Abbbb] | [Team Leader] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

***[Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]***

**Appendix C – Breakdown of Contract Price**

**TOTAL CONTRACT AMOUNT - LUMP SUM CONTRACT**

|  |  |  |  |
| --- | --- | --- | --- |
| **(3A) Schedule of Payments for Deliverables**: *[insert detailed list of payments specifying amount of each instalment, deliverable/output for which the instalment is paid and currency]* | | **Currency** | **Amount** |
| **1.** | ***1st Payment for*** *[Deliverable 1: ……………..]* |  |  |
| **2.** | ***2d Payment for*** *[Deliverable 2 ……………...]* |  |  |
|  |  |  |  |
|  |  |  |  |
| **n.** | **(3B) Indirect Local Taxes paid by** *[insert “procuring entity” OR “Consultant”]* |  |  |

**Payment Terms**

The procuring entity will pay an invoice for each deliverable which must be supported by evidence of acceptance of the deliverable

**REIMBURSABLE EXPENSES (if applicable) [***table below is an incomplete list of examples. Insert what is relevant to the assignment]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Unit (of measure)** | **Cost per Unit Rate** | **Number of Units** | **Total** |
| *[travel]* | *[“trip”/”airfare[[4]](#footnote-4)”]* | *[insert amount and currency]* | *[insert number of trips/flights]* | *[insert amount and currency]* |
| *[transportation to/from airport]* | *[“trip”]* | *[insert amount and currency]* | *[insert number of trips]* | *[insert amount and currency]* |
| *[hotel/accommodation]* | *[“nights”]* | *[insert amount and currency]* | *[insert number]* | *[insert amount and currency]* |
| *[local transportation in procuring entity’s country]* | *[“amount”/”allowance per week/month”/etc.]* | *[insert amount and currency]* | *[insert number]* | *[insert amount and currency]* |
| *[per diem allowance]* |  |  |  |  |
| *……………………….* |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. For Lump Sum assignments insert “X” to mark which Key Expert or Non-Key Expert is involved in each Deliverable or Task. **For Time-Based assignments**: insert input in days or month [↑](#footnote-ref-1)
2. Months are counted from the start of the assignment/mobilization. **For Time-Based assignments**: One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. [↑](#footnote-ref-2)
3. “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in Jamaica or any other country outside the expert’s country of residence at procuring entity’s request. [↑](#footnote-ref-3)
4. *Air Travel is Full Economy Class or Equivalent* [↑](#footnote-ref-4)