



OFFICE OF THE CABINET

REQUEST FOR CURRICULUM VITAE

The Office of the Cabinet, Public Sector Modernisation Division (PSMD) requires individuals to submit curriculum vitae to provide technical assistance for the following:

CV#2015/E001: TO PROVIDE EXPERT GUIDANCE FOR THE INSTITUTIONAL STRENGTHENING OF THE OFFICE OF THE CLERK TO THE HOUSES OF PARLIAMENT - PHASE 2 - PREPARATION OF A MANAGEMENT ACCOUNTABILITY FRAMEWORK

The details of the engagements are included in the Request for Curriculum Vitae document which may be viewed at the Cabinet Office's website, <http://www.cabinet.gov.jm/procurement> on Monday, August 17, 2015.

Procurement Method: Individual Consultant

Source of Funding: Project is funded by the European Union (EU) under the Project No. GRT/EX-14238-JA. The Inter-American Development Bank (IDB) policy (GN-2350-9) and the Government of Jamaica (GOJ) Handbook of Public Sector Procurement Procedures (2014) will guide the process.

The closing date for the submission of proposal is Friday, September 04, 2015 at 10:00 a.m. The tender opening is scheduled for 10:15 a.m. on Friday, September 04, 2015 at 2a Devon Road, Kingston 6 in Conference Room No. 212.

Individuals seeking clarification should email to psmd.proc@cabinet.gov.jm, or fax 876-960-6443 or mail to the address below.

Late submissions will **not** be accepted.

Proposal and all related documents should be placed in a sealed envelope addressed as below and deposited in the tender box located at the address below:

**The Procurement Officer
Office of the Cabinet
Public Sector Modernisation Division
Room 219, (Upstairs) 2a Devon Road
Kingston 6
Jamaica, West Indies
CV#2015/E001**



REQUEST FOR CURRICULUM VITAE

**CURRICULUM VITAE
CV#2015/E001**

***Country:*
JAMAICA**

***Project Name:*
Public Sector Efficiency Program**

***Title of Consulting Services*
To Provide Expert Guidance for the Institutional Strengthening of the
Office of the Clerk to the Houses of Parliament
Phase 2 – Preparation of a Management Accountability Framework**

Cabinet Office
Public Sector Modernisation Division

August 2015

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SECTION 1

INSTRUCTIONS TO CONSULTANTS (ITC)

CV#2015/E001: To Provide Expert Guidance for the Institutional Strengthening of the Office of the Clerk to the Houses of Parliament – Phase 2 Preparation of a Management Accountability Framework

1. An individual will be selected using the **Selection Based on Comparison of Qualification of International Individuals (QCII)** methodology and procedures described in this ITC, in accordance with the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank (GN-2350-9) and the Government of Jamaica detailed in the Handbook of Public Sector Procurement Procedures respectively.
2. We kindly ask that your submission **must include the following in the format specified:**
 - Submission letter (Attachment 1)
 - Curriculum Vitae (Attachment 2)
 - Consultant's Experience (Attachment 3)
 - Technical Proposal
3. The Technical Proposal should include a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach, methodology and work plan.
4. The Curriculum Vitae and Technical Proposal in the required format (Attachment 2 and 4) 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 of the Curriculum Vitae and Technical Proposal, the original governs. This outer envelope should bear the name and address of the individual and shall be addressed as follows:

To Provide Expert Guidance for the Institutional Strengthening of the Office of the Clerk to the Houses of Parliament - Phase 2 Preparation of a Management Accountability Framework

**The Procurement Officer
Office of the Cabinet
Public Sector Modernisation Division
2a Devon Road (Upstairs Room 219)
Kingston 6**

5. The Curriculum Vitae and Technical Proposal and all related documents should be submitted in English no later than **Friday, September 04, 2015**, at 10:00 a.m. in hard copy as indicated at the address indicated in Paragraph 4. The opening of the Curriculum Vitae and Technical Proposal will be held on **Friday, September 04, 2015**, at the Cabinet Office/Public Sector Modernisation Division, upstairs Conference Room 212, 2a Devon Road, Kingston 6 at 10:15 a.m.
6. 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 Technical Proposal, and recommendation for award of Contract may result in the rejection of the Consultants' submissions.
7. The evaluation committee, appointed by the Client, evaluates the CVs and Technical Proposal on the basis of their responsiveness to the Terms of Reference.
8. Individuals may request clarifications of any of the attached documents up to three (3) working days before the curriculum vitae submission date. The deadline for clarification is **September 01, 2015**. Any request for clarification must be sent in writing by facsimile or electronic mail to the Client's address as follows:

The Procurement Officer
Cabinet Office
Public Sector Modernisation Division
2a Devon Road
Kingston 6
Tel: 876-929-8880-5
Fax: 876-960-6443
Email: psmd.proc@cabinet.gov.jm

The Client will post the response on its website at <http://www.cabinet.gov.jm/procurement> and also 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 inquiry) to all individuals who indicated their intention to submit curriculum vitae.

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 and posted on its website. 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.

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.

9. Individuals will be required to submit a **Tax Compliance Certificate (TCC)** within ten (10) days of notice of award of contract.

10. The ITC includes the following documents:

- Template Bid Submission Letter
- Template for Curriculum Vitae
- Template for Consultant's Experience
- Specimen of Standard Contract
- Eligibility and Integrity Certification
- Eligible Countries

SECTION 2

TERMS OF REFERENCE

INSTITUTIONAL STRENGTHENING OF THE OFFICE OF THE CLERK TO THE HOUSES OF PARLIAMENT PHASE 2 – PREPARATION OF A MANAGEMENT ACCOUNTABILITY FRAMEWORK DOCUMENT

1. SERVICES REQUIRED

The Government of Jamaica has entered into a funding arrangement with the Inter-American Development Bank (IDB) which will support the engagement of consultants (“the Consultant”) to provide technical expertise to support the institutional strengthening of the Office of the Clerk to the Houses of Parliament.

2. BACKGROUND

The Government of Jamaica (GoJ) Cabinet approved the establishment of the Public Sector Transformation Unit (PSTU) within the Office of the Cabinet, starting November 16, 2009. The Unit consists of the requisite skills and competencies drawn from within the public and private sector to support the transformation of the public service and specifically to deliver its vision of “a transformed cohesive Public Sector that is performance-based, efficient, cost effective and service oriented”. One aspect of the initiative that will lead to greater Public Sector governance, accessibility, transparency; accountability; responsiveness; improved efficiency and cost effectiveness is the proper functioning of the Jamaican Parliament through its Committees and other procedural operations.

The Inter-Parliamentary Union (IPU) defines a democratic parliament by referring to universal values, which they should all aspire to and which retain their validity whatever the system of government. According to this definition, *a democratic parliament is representative of the political will and social diversity of the population, and is effective in its legislative and oversight functions, at national and international level. Crucially, it is also transparent, accessible and accountable to the citizens that it represents.*

The Jamaican Parliament operates through the Lower and Upper Houses of Parliament and various Standing/Joint Committees. The Public Accounts Committee (PAC) and the Public Accounts and Appropriations Committee (PAAC) are two of the many Committees that play a critical role in the Jamaican Parliamentary process. In addition to the Committees there are a number of Parliamentary Offices/Commissions that oversee specific aspects of proper governance, transparency, accountability and the protection of the vulnerable within society.

The Constitution of Jamaica gives the Parliament the powers to “make laws for the peace, order and good government of Jamaica” as well as to provide oversight functions of the actions of

the executive, in particular with respect to public administration, appropriations and public expenditure and electoral matters.

Sections 34 – 47 of the Constitution provide for a Parliament consisting of a Senate and House of Representatives, and the composition thereof, including constitution of the Offices of the Clerk and Deputy Clerk. Section 47(11), in particular, makes provision for offices to be established to constitute the staff of the Clerk to the Houses, with whom the responsibility for the management and administration of the procedural and operational functions of Parliament reside. To achieve this, the staff of the Parliament is charged with the following specific functions:

- Coordinating the activities of the Houses of Parliament by ensuring that Houses, their Committees and the Parliamentary Commissions have the required procedural, administrative and research support.
- Providing all Parliamentarians with the necessary advice and assistance regardless of political party or office.
- Ensuring timely and quality service delivery by optimizing the resources available.
- Heightening public awareness and understanding of the Parliament, its role and responsibilities.
- Enabling institutional strengthening and capacity building of the Parliament to provide for growth and development.

The Clerk is also responsible for developing a cadre of staff with the requisite skills and abilities to respond to the changing needs of a modern Parliament and probing demands of a public wishing to be well informed of all Parliamentary activities.

Jamaica's post-Independence legislature has far outgrown the physical and procedural structures of the mid-20th century under which the Parliament currently operates. In order to be fully responsive to demands of a modern Parliamentary institution there needs to be a full transformation of the support systems (and to some extent the physical structure to enable the requisite changes) in particular the human resources capabilities and technological tools thus enabling Parliament to properly execute its fiduciary responsibilities.

Link to the Country Development Performance Framework – Vision 2030 National Development Plan

The National Objectives 6-1 to 6-7 covering effective Governance in the Vision 2030 speak to the overarching responsibility of the Houses of Parliament as the focal institution for ensuring the establishment of good governance through all spheres of society. Although the Vision identifies a number of specific entities to be responsible for executing the appropriate measure to achieve the stated national strategies, it is the proper functioning of the Houses of Parliament that the appropriate level of transparency and accountability will be achieved e.g. approval of the changes to legislation to ensure citizen participation in governance; tolerance and respect for human rights and freedoms, constitutional and justice reforms that must all pass through the legislative system. Various Committee and Special Officers have been established to oversee the functioning of the Houses' work programme and their responsibility to the

population. The Office of the Clerk of the Houses of Parliament plays a critical role in this process with the responsibility to provide Parliamentarians with procedural advice, administrative and support services to enable them to carry out their responsibilities as legislators in an efficient and effective manner.

3. ASSIGNMENT OBJECTIVES

The consultant is engaged to assist the Clerk with the development of a comprehensive and costed Management Accountability Framework¹ that is reflective of the accepted Prior Options Review recommendations from Phase 1. The Framework will describe how the Office of the Clerk intends to improve the administrative support and technical capabilities provided to the Houses of Parliament so as to enable the Members of each House to execute their Parliamentary responsibilities and duties in a more efficient, timely, transparent and accountable fashion. It will also indicate the performance criteria against which the Office will be measured for its successful contribution to the National Objectives 6-1 to 6-7 in the Vision 2030.

4. SCOPE OF WORK

The initiative has been designed to respond to the specific recommendations contained in the World Bank study (June 10, 2013) and will be executed in four (4) phases over the next two (2) years. This specific assignment is Phase 2 of the overall Institutional Strengthening requirement for the Office of the Clerk. Although this assignment has its own distinct set of deliverables, the delivery of the requirements must be conceptualized as part of a harmonious initiative for the development of an appropriate operating and accountability framework that will guide the Institutional Strengthening of the Office.

5. DELIVERABLES

Phase 2 will be conducted as described below.

Develop the Entity specific Management Accountability Framework (MAF)

Under the MAF concept the Clerk will be delegated authority over the Office's approved financial, human and operating resources. It is proposed that this delegation will be guided by the creation of the Corporate Management Board² as described in the Phase 1 recommendations. As required by the GoJ Budget and Planning Cycle, the MAF will include a Business Plan and a Financing Plan for fiscal year 2016/2019.

¹ The MAF is supportive of the Cabinet approved the Accountability Framework for Senior Executives (Permanent Secretaries, Chief Executive Officers of Executive Agencies and Public Bodies) March 2010. This Framework gives credence to the authority and responsibility of the Entity Heads and their subsequent accountability for results of their Entities. The MAF also identifies the entities specific contribution to the achievement of national objectives included in the Vision 2030 – National Development Plan

² The World Bank "Jamaica Parliamentary Oversight of Public Finances – An Initial Review" report makes the following specific recommendation: "International best practice is for a Parliament to administer its own affairs and to be responsible for setting its own budget. Parliament should intensify efforts to manager more effectively its administration and financing by strengthening internal governance structures in preparation for devolution".

The MAF Business Plan will *inter alia*:

- i) Confirm the Office's new Mission, Vision and Objectives in line with its contribution to the Vision 2030.
- ii) Establish the performance relationship between the Office's senior management team and staff and stakeholders respectively with regard to the :
 - specific outputs that the Office is expected to deliver;
 - resources that will be available to Office to achieve the required outputs (as detailed in the Financing Plan) along with Ministry of Finance assurance regarding predictability of resources;
 - extent and nature of managerial, operational, financial, and human resources management autonomy that will be granted to the Clerk and the subsequent de-concentration of this authority to specific levels of staff;
 - performance indicators and the methods of performance measurement and evaluation to be used³;
 - rewards and sanctions that will follow performance evaluation of staff
 - develop of the 2016/2017 Performance Agreement containing an enhanced set of targets and standards which will form the basis for future deliverables
- iii) The Business Plan will also provide an indication of the implementation activities timetable required to strengthen the Office⁴. These could include but are not limited to:
 - ✓ implementation of the agreed to new organizational structure
 - ✓ implementation of any enhanced internal controls;
 - ✓ recommendations for the refurbishment of office space;
 - ✓ conducting a skills matching exercise of the current staff with new requisite skills, redeployed staff, and the establishment of new customer service units (if required);
 - ✓ implementation of a revised performance appraisal methodology, salary structure, incentive systems and career planning strategy;
 - ✓ implementation of a Training Framework⁵
 - ✓ design, development and implementation of appropriate information and communications technology (ICT) facilities where applicable⁶
 - ✓ preparation of Administrative Support Procedures Manuals⁷

³ Development of an appropriate monitoring and evaluation process that will provide information to the whole-of government Performance Monitoring & Evaluation System (PMES) and inform the Employee Performance Monitoring and Appraisal System (PMAS)

⁴ The elements identified will form the basis for the Phase 2 Implementation consultancy

⁵ To include the design of a complementary training programme with appropriate materials to facilitate a teach-the-trainer workshop that will enable staff to continue with in-house training in new operational procedures and environment

⁶ The World Bank Report made recommendations for new technologies with regard to the increased use of ICT in the principal functional service areas: i) library, ii) documentation and recording of Hansard, iii) dissemination and access to information (to Members and the general public), iv) financial and human resources management;

⁷ Documenting the appropriate Parliamentary administrative support procedures that will enhance Parliamentary transparency, responsiveness and accountability, norms and regulations based on best practices as recommended from Stage 1, the new structure, re-engineered business processes, use of ICT and management systems to include a suitable performance measurement system to establish service delivery targets and ensure standards

- ✓ timeframe for the acquisition of operational equipment, accommodation, storage, communications facilities, where applicable;

The MAF Financing Plan, which will reflect the agreed to implementation activities, will cover a 3 year period and indicate:

- GoJ annual budgetary support; additional investments required to improve the Office's resource base and projected expenditures to finance its on-going operation, including retrenchment costs and performance linked incentives to be paid to management and staff.

Expected Deliverables

| <i>Output</i> | <i>Evidence of Delivery</i> | <i>Estimated Timeframe</i> |
|--|--|--|
| 1. Management Accountability Framework | <ul style="list-style-type: none"> ○ Specific Management Accountability Framework to include: <ul style="list-style-type: none"> a) MAF Business Plan b) Financing Plan with costed implementation activities. | <p>Within eight (8) weeks of signing of the contract Within six (6) weeks of sign-off a)</p> <p><i>Total estimated consultancy elapsed time: fourteen (14) working weeks</i></p> |

At the end of this assignment, the MAF Business Plan, its Financing Plan, and the Performance Agreement will be approved by the Steering Committee⁸.

Materials Produced

All materials produced become the property of the GoJ. An electronic version of all materials must be submitted in Micro Soft suite of products to the Clerk as the work progresses for payments to be authorized

5.1. "Sign-off" procedure

The consultant will report directly to the Clerk. Progress reports and a copy of all final outputs will be provided to the Clerk. The opinion of the Steering Committee will also be taken into consideration before authorization is given to the Inter-American Development Bank (IDB) for payment. Deliverables are considered approved when they are accepted by the stakeholders based on the defined and agreed performance standards for delivery.

⁸ Members are: the Speaker of the House of Parliament, the President of the Senate, The Leader of Government Business in the House of Parliament and in the Senate and the Opposition Counterparts, the Clerk to the Houses of Parliament and the Director General, Public Sector Transformation and Modernization (PSTM)

5.2. Variations

All proposed changes to the work plan and deliverables must be discussed with the Clerk, and where necessary will be submitted for approval to the Steering Committee.

5.3. Project Management and Accountability

The Clerk will appoint a dedicated resource person to be responsible for the Project Management of this assignment. In addition to ensuring that the consultant provides the requisite deliverables within the contracted timeframe, this resource will review all deliverables and advise the Clerk as to the appropriateness of the work received. In addition to the execution of work outlined above, the consultant will also be required to submit status reports on the agreed to work plan along with any proposed changes at the agreed to intervals up until the end of the consultancy. The consultant's progress reports will contain, inter alia, the following:

- a) Overall progress made in the assignment with reference to the TOR, with special reference to progress made in the month
- b) Difficulties, if any, encountered in carrying out the assignment and proposed solutions
- c) New areas and issues encountered and the proposed approach to dealing with them
- d) An update of the Work Plan and proposed changes, if any
- e) Proposed activities for the following month
- f) Summary of the advice given to stakeholders within the period

6. TECHNICAL EXPERTISE REQUIRED

This is a complex assignment, therefore it is expected that the consultant must possess the following qualifications/experience:

- Over ten years experience in the Westminster Parliamentary system with vast knowledge of the requisite administrative support services.
- Evidence of training in a field related to Public Sector Governance and Management or Organizational Development
- An appropriate understanding of:
 - The functioning of a democratic Parliamentary system.
 - Best practices for Parliamentary Administration and Support Service.
 - Best practices for the functioning of Parliamentary Committees.
 - Best practices for the functioning of a Corporate Management Board⁹.
- Demonstrated technical capabilities in:

⁹ The aforementioned World Bank report has endorsed the creation of the type of governance structure; "Parliament's independence from the Executive should be strengthened...Jamaica could consider a Parliamentary Commission, established by statute with responsibility for the management of the Houses."

- Designing Management Accountability Frameworks leading to the establishment of robust Parliamentary procedural functions that will enable increased Parliamentary accessibility, transparency, responsiveness and accountability.
- Identifying performance strengths and weaknesses based on international criteria, in order to determine priorities for strengthening the Jamaican Parliamentary institutional framework.

7. LOCATION AND SUPPORT

The GoJ will provide the consultant with:

- suitable office space
- administrative support;
- access to information and to managerial/technical personnel as needed;
- stationery and printing;
- any other assistance as may be reasonably required to undertake the duties identified in this TOR.

The consultant will be expected to arrange local transportation and accommodation, the provision for which must be clearly included in the Financial Proposal. The consultant will provide her/his own computer and mobile telephone.

8. COMMENCEMENT DATE AND PERIOD OF EXECUTION

It is proposed that the consultant will be available over an estimated elapsed time period of fourteen (14) working weeks (from the date of signing the contract) based on an agreed to work plan. Notwithstanding the foregoing, it is recognized that some aspects of this assignment could be undertaken off-island; therefore the time estimates included in the consultant's proposal will be considered and discussed during the contract negotiations to finalize the work plan.

SECTION 3
STANDARD FORMS
ATTACHMENT #1

[*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 advertisement 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 our disqualification.

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Individual: _____

Address: _____

Email: _____

Telephone: _____

ATTACHMENT #2**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. **Proposed Position:** _____
2. **Name of Individual:** _____

3. **Date of Birth:** _____ **Nationality:** _____
4. **Education:** *[Indicate college/university and other specialized education of staff member, 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]:* _____

9. **Employment Record:** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

| | |
|--|--|
| <p>10. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|--|--|

12. Certification:

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

[Signature of staff member or authorized representative of the individual] Date: _____
 Day/Month/Year

Full name of authorized representative: _____

ATTACHMENT # 3

Consultant's Experience

[Using the format below, provide information on each assignment for which you or the firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

| | |
|--|---|
| 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 ^o 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 your staff within the assignment: | |

Individual's Name: _____

ATTACHMENT #4

Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (20 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and 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. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

ATTACHMENT #5
CONTRACT FOR CONSULTING SERVICES

Small Assignments
Lump-Sum Payments



Government of
Jamaica



**Inter-American
Development
Bank**

CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-Sum Payments

**SAMPLE CONTRACT FOR
INDIVIDUAL CONSULTING SERVICES**

**LUMP-SUM PAYMENTS
(IADB FINANCED)**

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has requested] financing from the Inter-American Development Bank (hereinafter called the “Bank”) towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Loan Contract [or Technical Cooperation Agreement], and (iii) that no party other than the Client shall derive any rights from the Loan Contract [or Technical Cooperation Agreement] or have any claim to the proceeds of the financing.

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

3. Payment

A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below:¹

[insert amount and currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount and currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount and currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

The Client 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 on behalf of the Client and for receiving and approving invoices for the payment.

B. Reports.

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

¹ Modify, in order to reflect the output required, as described in Annex B.

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. 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, require revisions and/or corrections, or to accept it.
- 6. Relation between the parties** None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the parties, their representatives and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of an independent contractor.
- 7. Confidentiality** The Consultants 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. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the [Client or the Bank¹¹]. The Consultant may retain a copy of such documents and software¹².
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the [*insert Client's country*], and the language of the Contract shall be English
- 12. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

¹¹ Select Client, if the resources of the financing are from a Loan Contract: or Bank, if the resources are provided from a Technical Cooperation.

¹² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8

⁴ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

13. Eligibility

(a) The Consultant shall have the nationality 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 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.

In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. 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 differ 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 labeled "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.

The Consultant shall submit the form "Suppliers' Certificate" (Appendix C), included as part of the Contract Forms, declaring that the goods and related services have as their origin a member country of the Bank. The submission of this form to the Client shall be a condition for receiving payment. The Client reserves the right to require any additional information from the Consultant to verify that the goods and related services have as their origin a member country of the Bank.

(b) The Consultant declares that he/she is not part of the regular or temporary staff of the institution or company which is the beneficiary of the Services or has belonged to such institution or company within the six months prior to one of the following dates: (i) that of the presentation of the application for the loan or technical cooperation to

the Bank; or (ii) that of the selection of the Consultant. The Consultant declares that he/she has not been a member of the staff of the Bank during the last two years with direct participation in the operation to which the hiring of these consulting services is related.

14. Conflict of Interest

The Consultant:

- (a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Client to supply goods or execute works or provide services (other than the Services) for a project that has originated the Services or is closely related to them.
- (b) Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- (c) Agrees that, during the term of this Contract not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.
- (d) Represents and warrants that he/she does not have a business or family relationship with a member of the Client's staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

15. Fraud and Corruption

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 prohibited⁵. 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.

⁵ The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available on the Bank's website (www.iadb.org), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. Allegations may be presented to the OII confidentially or anonymously.

16. Cancellation of the Contract

Without constituting a breach of contract by either party, the present contract may be cancelled for the following reasons: (a) agreement between both parties; and (b) force majeure that may disable the fulfillment of the obligations by of the parties, if written notice is sent fifteen days beforehand. In this event, the relationship will be settled and the Consultant paid for services rendered up to the date of submission of the written justification. In both cases the Client will inform the Bank of the termination of the contract.

17. Amendments

The Legal Representative of the Client will be *[include the position of the Official]* or the person he or she delegates, for the purpose of the signature of the present Contract or of any modification in the terms of the same, that may be necessary. The Client will not be responsible for any additional cost incurred by the Consultant in case of modifications in the Terms of Reference of the present Contract, that have not been authorized by the legal representative of the Client. The Client shall obtain the Bank's no objection, prior to any modification of the Terms of Reference and the contractual clauses,

The mutual rights and obligations of the Client 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 Client 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 CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

ATTACHMENT #6

ELIGIBILITY AND INTEGRITY CERTIFICATION

(APPLICABLE TO INDIVIDUAL CONSULTANTS' CONTRACTS – POLICIES FOR THE SELECTION AND CONTRACTING OF
CONSULTANTS FINANCED BY INTER-AMERICAN DEVELOPMENT BANK)

(MUST INTEGRATE THE RESPECTIVE CONSULTING SERVICES AGREEMENT AS AN ANNEX)

In order to comply with the ELIGIBILITY and INTEGRITY REQUIREMENTS for my contracting, by the Inter-American Development Bank (hereinafter the Bank), as an international or national consultant in connection with a project (or program) financed by the Bank, I HEREBY CERTIFY THAT:

- 1) I am a citizen or a "bona fide" permanent resident of the following Bank member country: _
- 2) I will hold only one full-time contract financed with Bank resources at any given time and should I hold more than one part-time contract financed with Bank resources at any given time, I will only charge a single project or program for the tasks I carry out in any given day.
- 3) If I was part of the Bank's staff within two years prior to the execution of this consulting services contract, I have not participated directly and principally in the operation to which this contract relates.
- 4) I will provide objective and impartial advice, and I confirm that I have no conflicts of interest in accepting this contract.
- 5) I have no working or family relationship with any member of of the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Project Beneficiary management or staff who may have been directly or indirectly involved in the: (i) preparation of Terms of reference (TOR) of this contract, (ii) the selection process or the supervision of this contract.
- 6) If I am a government official or public servant I hereby declare that: (i) I am on leave without pay during the execution period of this contract, (ii) I have not worked for the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary for the period of _____ (expressly specify the period) (days, months...) prior to such leave, and (iii) my hiring does not result in a conflict of interest as indicated in paragraph 1.9 of the Bank's Consultants Policy.
- 7) I will uphold the highest ethical standards, and will not incur in any of the Prohibited Practices set forth in the Bank's Consultants Policy, whose definition I hereby acknowledge. Moreover, I hereby declare that I have not been considered ineligible to participate in any contract financed by another international financial institution with whom the Bank has entered into agreements for the mutual recognition of sanctions (cross disbarment). Should the Bank determine, in accordance with its sanctions procedures, that I have engaged in any Prohibited Practice during the selection process or during the execution of this contract, the Bank may adopt one or more of the following measures:
 - (a) Issue a warning;
 - (b) Inform the Borrower, Executing Agency Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary and/or the t authorities responsible for enforcing the laws in the respective country, about the conclusions reached by the Bank as a result of its internal procedures in order to enable them to take the appropriate action;
 - (c) Object to my contract, and
 - (d) Consider me ineligible, either temporarily or permanently, to be contracted or subcontracted by an eligible third party if my fees will be financed with Bank resources or with funds administered by the Bank.

I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION I MAY HAVE PROVIDED IN CONNECTION WITH THIS CERTIFICATION OR IN CONNECTION WITH THE BANK'S POLICIES WILL RENDER THIS AGREEMENT NULL AND VOID, WILL ENTITLE THE BANK TO ADOPT THE MEASURES IT DEEMS PERTINENT IN ACCORDANCE WITH ITS POLICIES AND REGULATIONS, INCLUDING SANCTIONS AND WILL NOT ENTITLEME TO ANY INDEMNIFICATION OR TO ANY OTHER FORM OF COMPENSATION.

SIGNATURE: _____ NAME: _____ DATE: _____

SECTION 4

ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1) *List of Member Countries when the Inter-American Development Bank is financing:*

a) Borrower Countries

- (i) *Argentina, Bahamas, Barbados, Belize, Bolivia, Brazil, Colombia, Costa Rica, Chile, Dominican Republic, Ecuador, El Salvador, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, Trinidad & Tobago, Uruguay and Venezuela.*

b) Non Borrower Countries

- (i) *Austria, Belgium, Canada, Croatia, Denmark, Finland, France, Germany, Israel, Italy, Japan, Netherlands, Norway, Portugal, Republic of Korea, Slovenia, Spain, Sweden, Switzerland, United Kingdom and United States.*

2) *List of European Union (EU) Member Countries*

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom

NB. Subject to the EU policy, new member countries which are not listed may also be eligible.

3) *Nationality and origin of Goods and Services Criteria*

These 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.