



**Government  
of Jamaica**



## **TERMS OF REFERENCE**

Issued on: May 19, 2019

***TENDER#: TIU/2019/PEU/QCNI-019***

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

***TITLE OF CONSULTING SERVICES:***

***PROJECT ADMINISTRATIVE OFFICER***

**Procuring Entity:**

Transformation Implementation Unit, Ministry of Finance and the Public Service



## **TERMS OF REFERENCE**

### **Individual Consultancy – Administrative Officer –Transformation Implementation Unit**

#### **1 BACKGROUND**

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

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

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

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

#### **2 ROLE SUMMARY**

The primary responsibility of the Administrative Officer is to provide comprehensive administrative support services. The selected candidate will also be responsible for supporting the implementation of activities linked to the fiduciary team so as to ensure the effective and efficient management of the Procurement and Finance Units. Thus he/she will be expected to prioritize tasks and organize work independently based on the general direction from the Finance and Administration Manager. The incumbent will be integrally involved in supporting the resolution of bottle necks and will be a reference point for administrative matters within the Unit. The Officer will provide administrative support in relation to the management and conduct of administrative activities in the execution of the project by the Project Executing Unit and where directed Implementing Agencies.

#### **3 SCOPE OF WORK**

The Administrative Officer shall:

- Assist with the coordination of the Office of the FAM in supporting the functions of Procurement & Financial Management.

- Act as the Finance and Administration Manager point of contact with people from both inside and outside the organization. He/She will respond to phone calls, enquiries. The candidate will bring key matters impacting fiduciary management to the attention of the FAM.
- Be responsible for managing day-to-day correspondence, information sharing and filing by receiving and reviewing all incoming communications (external mail, email or telephone) for the FAM and the office, handling them directly where possible in consultation with the FAM, referring them to others where appropriate and ensuring that appropriate follow-up actions are taken. Update the FAM daily on the correspondences received and discussing the plan of action prior to execution of same by the AO.
- Support the drafting of communication to internal and external stakeholders
- Support the implementation and maintenance of an appropriate electronic and manual filing to ensure that all correspondence is logged and key papers are accessible where needed.
- Support the maintenance of an update contact and distribution lists for the office
- Organize and maintain FAM diary, make appointments and provided briefing on relevant meeting agenda items.
- Plan, coordinate and attend meetings (internal and external). Take notes and minutes at meetings and ensures all action points are closed. Ensure the FAM is well prepared for meetings
- Coordinate annual performance review exercise for Officers reporting directly to the FAM and at least 1 semi-annual one and one meeting with other members of the team.
- Follow up actions required from others by the FAM, and actions required of the FAM by others to ensure that they are completed within deadlines set.
- Contribute and support to the update of Project documents.
- Support the preparation for international missions, conferences and study visits, including inviting participants, setting agendas, sourcing venues, etc.
- Liaise with Procurement and Finance team members to ensure that plan of action as agreed is executed within the established time frame and necessary reviews by FAM is undertaken with feedback provided.
- Escalate matters as required to drive effective action towards the operational efficiency of the Programme
- Assist in providing administrative support to the preparation, implementation and monitoring of the Programme's Annual Operating Plan, Semester Report, Advance Justification, GOJ Budget and all other major IDB and GOJ Reports.
- Where necessary act as inter-face between technical leads, implementing agencies, and fiduciary team members and Stakeholders
- Liaise with programme stakeholders and ensure timely and accurate information flow between the Project and stakeholders;
- Support the monitoring of reports to be dispatched from and received by the procurement and Finance units. Ensuring timeliness.
- Assist with quality assurance review of information received within the fiduciary unit to ensure that reports are complete and properly signed off by the senders.
- Support the monitoring of outputs as per approved workplan of direct reports to FAM through the creation of the system that records tasks completed and due date, as week as FAM approvals
- Drafting of correspondences to facilitate action, resolve issues etc
- Participate in Budget Review Meetings, take notes and prepare official feedback to each Implementing Entity/Component lead.
- Support the FAM in the preparation of any presentations, dashboard, reports or other documents.
- Support the execution of team building activities within the TIU
- Support the on boarding of new team members
- Provide assistance to the Finance and Procurement Units Officers' as needed

- Coordinate the Quarterly Staff Welfare activity of the TIU with the support of the FAM
- Any other duties officially assigned by the FAM

#### 4 OTHER REQUIREMENTS

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

#### 5 DELIVERABLES

- The creation of an administrative environment for the Fiduciary team where operations are conducted in a structured, logical and efficient manner
- Ensuring the implementation of appropriate systems for the creation and maintenance of communication channels between the PEU, implementing entities/component leads and other stakeholders within the project.
- Creation and maintenance of a standard reports monitoring schedule - incoming and outgoing
- The maintenance of an Information Management System that supports the work of the fiduciary team and easy transfer of information within the PEU to the project's internal and external stakeholders.
- Reports, minutes of meetings and other documents
- Reports to External and Internal Stakeholders
- Filing System maintained for Fiduciary records
- Receive all correspondences from field stakeholders and dispatch to relevant persons. Dispatch of outbound mail and maintaining a tracking system that supports these functions
- Team building activities executed

#### 6 EVALUATION

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

#### 7 CHARACTERISTICS OF THE ASSIGNMENT

**Reporting Relationships:** The consultant will report directly to the Finance and Administration Manager. All deliverables and/or reports will be reviewed and approved by the Finance and Administration Manager.

The Administrative Officer will be required to liaise with Partners/Agencies involved in the project, specialists within the IDB, Representative of the Government of Jamaica in an Administrative capacity.

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

**Level of effort:** Full time level of effort of twenty-four (24) consecutive months, with full days Monday through Friday, 8:30 am to 5 pm, operating within a

professional office environment. Some weekend or evening hours may be necessary. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

**Duration of contract:** Twenty-Four (24) months

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

**Type of Consultancy:** Individual

**Type of contract:** Equal monthly instalments based on reports.

## **8 MINIMUM QUALIFICATION AND EXPERIENCE**

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

### **EDUCATION**

A First Degree in Business Administration, Management Studies, or Equivalent from a recognized university.

Training in project management would be an asset.

Ability to use software applications such as Word, Excel, PowerPoint.

Knowledge of Government Financial Management and Procurement procedures would be an asset. Excellent interpersonal, communication and computer skills.

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

### **Experience**

At least two years work experience in similar capacity.

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

### **Required Competencies**

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

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

*Teamwork* – Ability to work with multiple personalities while keeping and attaining the overall objectives of the Programme.

*Proactive* - Forward thinking, strategic and deliberate in management of the Project’s activities.

*Good Communication skills* – Possess above average written and verbal communication skills. Precise and comprehensive communication skills demonstrated through speaking and writing. Writing skills that are well structure and logical.

## **SECTION 2: ELIGIBLE COUNTRIES/TERRITORIES**

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

Eligible countries are:

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

Eligible Territories are:

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

### **2) NATIONALITY AND ORIGIN OF GOODS AND SERVICES CRITERIA**

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

#### **A) Nationality.**

- a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
  - i. is a citizen of a member country; or

- ii. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.

b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

- i. is legally constituted or incorporated under the laws of a member country of the Bank;  
and
- ii. more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank.

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

### **B) Origin of Goods**

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

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

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

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

### **C) Origin of Services**

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

## SECTION 3: PROHIBITED PRACTICES

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

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



- (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
- (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
- (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
- (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
- (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated<sup>2</sup> sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (vi) refer the matter to appropriate law enforcement authorities; and/or
- (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
  - (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
  - (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
  - (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
  - (f) The Bank requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also

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

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

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

2. By submitting bids Bidders represent and warrant:

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

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