



**Government  
of Jamaica**



# **REQUEST FOR CURRICULUM VITAE**

**Issued on: January 11, 2021**

**for the Services of**

***PROJECT MANAGER – CORPORATE SHARED SERVICES***

**TIU#: TIU/2019/SCS/3CV-002A**

***Project Name:*** GOJ Public Sector Transformation Programme  
IADB JA-L1073 | 4374/OC-JA – Support to the Public Sector  
Transformation Programme

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



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**SECTION 1: INSTRUCTIONS TO CONSULTANTS (ITC)**  
**TENDER#: TIU/2019/SCS/3CV-002A**

The Government of Jamaica (GoJ), represented by the Transformation Implementation Unit (TIU) seeks to retain the services of six (6) Project Managers to lead and provide expertise in managing project deliverables and outcomes in the implementation of the specific areas designated for Shared Corporate Services (SCS).

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1. An individual will be selected using the **3CV** 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**:
  - Curriculum Vitae;
  - Any other documents proving the Consultant’s experience (sample optional form attached).
3. All documents should be done in PDF format and submitted via the GOJ’s eGovernment Procurement Portal ([www.gojep.gov.jm](http://www.gojep.gov.jm)). Registration instructions are available on the website. Consultants may also submit documents via email to:

**Email address:** [procurement@transformation.gov.jm](mailto:procurement@transformation.gov.jm)  
**Email Subject:** TIU/2019/SCS/3CV-002A – *Project Manager – Corporate Shared Services*  
The deadline for receipt of your submission by the Procuring Entity is **January 25, 2021**.
4. An email confirmation will be sent for all submissions received electronically before the specified deadline. No hard copy document should be submitted. **Late submissions will not be accepted.**
5. All documents submitted should be in English.
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 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 based on their responsiveness to the Terms of Reference.
8. Individuals may request clarifications of any of the attached documents before the submission date; consequently, the deadline for clarification is **January 20, 2021**. Request for clarification must be via email to:

**Email address:** [procurement@transformation.gov.jm](mailto:procurement@transformation.gov.jm)  
**Email Subject:** TIU/2019/SCS/3CV-002A– *Project Manager – Corporate Shared Services*

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9. The Client will post clarification responses on the websites <http://www.mof.gov.jm> & [www.publicsectortransformation.gov.jm](http://www.publicsectortransformation.gov.jm). The response will include an explanation of the query (without identifying the source of inquiry).
  10. 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 Email 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.
  11. Information relating to the examination, evaluation, comparison, and post qualification of submission, and recommendation of contract award, shall not be disclosed to consultants or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a consultant to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the submissions or contract award decisions may result in the rejection of its submission. Notwithstanding, from the time of opening to the time of Contract Award, if any Consultant wishes to contact the Purchaser on any matter related to the process, it should do so in writing.
  12. The Client reserves the right to terminate the procurement process and reject all submissions at any time prior to the award of contract, without thereby incurring any liability to the affected consultant 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.**
  13. Individuals will be required to submit a Tax Compliance Certificate (TCC) within fifteen (15) days of notification of award of contract.
  14. This ITC includes the following documents:
    - Optional Template for Consultant's Experience
    - Specimen of Standard Contract
    - Eligible Countries and Territories
    - Prohibited Practices

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## SECTION 2: TERMS OF REFERENCE

### 1. SERVICES REQUIRED

The Government of Jamaica (GoJ), represented by the Transformation Implementation Unit (TIU) seeks to retain the services of Project Manager - ICT and Procurement work-stream to lead and provide expertise in managing project deliverables and outcomes in the implementation of the specific areas designated for Shared Corporate Services (SCS). The Project Manager will also support the general transition to a Shared Corporate Services model across the public sector in keeping with the accepted business case and the business and people change initiatives in public sector transformation.

### 2. INTRODUCTION

In 2011, the Government of Jamaica approved the Public Sector Modernization and Rationalization Plan to address the need to improve the quality of public service delivery, reduce public spending and modernize the public sector. The Public Sector Modernization and Rationalization Plan recommended, among other things, the implementation on Shared Corporate Services in the service areas stated above. The TIU, established in 2016 with the mandate to drive the implementation of these initiatives and specifically the shared services model within the public service, is continuing the work started in October 2017 towards the implementation and consolidation of the outcomes of the first phase of the shared corporate services project. The outcomes from phase one are Schemes of Management, Costed Transition Plans, Implementation plans, and the respective aligned business cases produced for all the service lines proposed for shared services (The costed transition plans and target operating model for Information Communication Technology is from the high level design work that was completed).

### 3. IMPACT

The implementation of SCS continues to be a major pillar of the public sector transformation agenda and is expected to optimize the provision of corporate services through improvements in quality and removal of duplication of functions across Ministries, Departments and Agencies (MDAs). It is expected to resolve/mitigate issues of operational inefficiencies, high overhead costs and waste. The initiative is particularly important, given the national imperative to achieve economic growth. One indirect benefit of this programme is that, taken with other projects addressing overall functional capabilities, it will create the conditions to allow MDAs to concentrate their efforts and resources on their core functions, create a focus on continuous improvement and maximize performance outcomes across the public sector.

A total of seven functional areas are now included for implementation under the SCS model; namely:

1. Human Resource Management
2. Internal Audit
3. Finance and Accounting
4. Asset Management
5. Procurement
6. Public Relations (PR) and Communications
7. Information Communications Technology (ICT)

An initial sample of 27-33 MDAs has been included in the existing business cases for the Shared Services Programme.

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#### 4. BACKGROUND

In support of the commitment of the GOJ to improve public sector deficit, and, to increase efficiency and reduce administrative costs, the Government of Jamaica, with the assistance of the Inter-American Development Bank, (IDB), The People's Bank of China and the European Union, developed the Public Sector Efficiency Programme (PSEP) (3121/OC-JA, 3122/CH-JA or GRT/EX-14238-JA). The Government's commitments for the establishment and operation of the SCS model, was reflected in the IMF Agreement and the Inter-American Development Bank (IDB) Public Sector Efficiency and Performance (PSEP) Loan Programme. In January 2016, Cabinet approved the creation of a Corporate Services Department. The programme was designed to improve government efficiency and effectiveness in the areas of:

- human resource management;
- information and communications technology management; and
- public sector control systems and accountability mechanisms.

In pursuit of this goal to improve the overall public sector deficit, and to increase efficiency and reduce administrative costs, the Government of Jamaica with the assistance of the Inter-American Development Bank, (IDB) has entered into another agreement termed the Support to Public Sector Transformation Project (STPST). This project has two components: Component 1- Enhance Quality of Public Services: Component 2 - Enhance Efficiency in Public Spending Shared Corporate Services falls under Component 2 of this Programme. The Shared Corporate Services component will address in large part, the first three of five areas of challenge listed below, these are:

1. the underutilization of Information and Communication Technologies (ICT) across the public sector;
2. attaining standardized and effective processes to access public services;
3. attaining a workforce mix and structure through well thought out strategies to retain and attract top talent, manage labor costs within the legislated target and create career paths that will make the public service an employer of choice;
4. the high number of public bodies in existence and lack of adherence to the accountability framework; and
5. limited capacity to implement public sector reform initiatives.

The Ministry of Finance will be the Executing Agency (EA) of the programme and the Programme Executing Unit (PEU), established within the EA will be an integral part of the TIU which has demonstrated tangible outcomes in the first phase of the shared services programme. The PEU will be responsible for the Programme's administration, including planning, budgeting, accounting, procurement implementation, monitoring and evaluation.

The GOJ seeks to increase the efficiency and effectiveness of its corporate services processes across the public sector and maximize the human capital present in the administration. The establishment of shared corporate service across all MDAs will allow for this and support the attainment of significant operational savings and effectiveness The implementation of Shared Services is expected to improve the quality, and simultaneously reduce the cost associated with the provision of corporate services, including the transactional costs of these supporting services by pooling resources in MDAs into a single entity to attain the benefits of economies of scale. To address these challenges, planning for and managing the human aspects of the change will require significant effort in the context of these changes evolving in uncharted areas.

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## **5. ASSIGNMENT OBJECTIVES**

The Project Manager will be required to:

1. Deliver a shared service operation capable of delivering services as defined in the Service Level Agreements (SLA) to the cost and quality standards established for each work-stream
2. Ensure that the scope and direction of the project plans for each work-stream is on schedule, analyze and manage dependencies, solve problems that arise during a typical work day of the project, and make decisions that ensure the project's effective execution.
3. On an ongoing basis monitor project outputs that have been developed and methodically assess outcomes at each project checkpoint.

## **6. SCOPE OF WORK**

The Consultant will be expected to:

1. Lead the work-stream to achieve the necessary outcomes against the business case developed.
2. Manage the performance and development of team members and lead work-stream team meetings for the purpose of managing progress.
3. Participate in the review and analysis of quality management plans and outcomes and user acceptance testing conformance reviews.
4. Create, maintain and manage the delivery of a project plan and other project management products (e.g., action logs, risk registers, progress reports) for the work-stream. The project plan will contain the activities necessary to deliver the project outcomes or outputs and is aligned with the overall Project Plans.
5. Engage with and manage stakeholders within the respective shared service discipline to develop appropriate service level indicators to support performance tracking and the achievement of the service level agreement and continuous improvement framework.
6. Manage the Budget/Resource Plan for the work-stream to ensure that the Project expenditure is managed in line with the delivery. This means that tasks are completed according to the plan so that the expenditure is incurred as planned
7. Solve problems and escalate where needed. Solves problems which are within the remit and skill and escalate where unable to solve the problems.
8. Facilitate governance of the Programme, including the scheduling of the meetings, briefing of the Executive Director or other stakeholders, prepare materials, manage actions etc.
9. Report to the overall Shared Corporate Services Project to ensure coherence between work-streams.
10. Engage with relevant policy units to ensure conformance to stated regulatory requirements.

## **7. METHODOLOGY**

- Works to a given project management methodology (PRINCE2 or equivalent); performance standards are judged by compliance with the methodology.
- Controls costs to within 10% of budget and forecast.
- Activities and Tasks from the Plan are completed to time, dependencies are managed if there are any changes to timescales in the work-stream of other work-streams on which this one is dependent.

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## **8. DELIVERABLES**

The deliverables under this project are as specified below:

1. Work plan developed against Project deliverables for relevant work-stream
2. Full Project Plan
3. Risk Management Plan
4. Transition Plan moving the shared service from project to business as usual
5. User acceptance test scripts and results where required
6. Monthly reports of project progress against plan with go/no go status aligned to project gate reviews

## **9. COORDINATION AND REPORTING**

The Consultant will report to the Programme Manager, Shared Corporate Services and will be required to submit monthly and ad-hoc reports on the deliverables under the project.

## **10. SIGN OFF PROCEDURE**

Deliverables will be considered approved when accepted and certified by the Programme Manager Shared Corporate Services based on the defined and agreed performance standards for delivery and approved by the Executive Director TIU. Changes or variations in the project plan or deliverables must be discussed with and approved by the Programme Manager Shared Corporate Services. Significant changes will require the approval of the Executive Director TIU

## **11. NATURE of ASSIGNMENT**

This is an individual consultancy. The assignment operates in a professional office environment and standard office equipment such as computers, phones, copiers, etc. are routinely used. This consultancy requires full-time effort, and hours of work and days are generally Monday through Friday, 8:30 a.m. to 5 p.m. Some weekend or evening hours may be necessary. The job is located in Kingston. Travel is anticipated to other Government entities normally. The nature of the contracting arrangement will be monthly payments based on scheduled delivery of reports and the assignment is for an initial period of 24 months.

## **12. EXPERTISE REQUIRED**

Qualifications

1. Graduate with a first degree preferably in the relevant functional shared service area ( Procurement; Information Technology)
2. Project Management Certification
3. Post Graduate qualification or Training in the relevant functional Area would be an asset
4. As least seven (7) years of work experience, at least 3 of which were in roles requiring a similar competency profile and with similar levels of responsibility
5. Experience gained in managing or developing “back office” operations
6. Some experience of Shared Corporate Services is desirable
7. Knowledge of the operations of the functional area in the Public Sector would be an asset.

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### 13. SKILLS AND COMPETENCIES

#### Core Competencies:

- **Project Management.** The ability to set up and manage a technology-enabled project to deliver a set of outcomes (time, cost and quality) captured in a Business Case to a recognizable methodology.
- **Business Analysis & Continuous Improvement.** The ability to create, analyses and improve processes in a systematic way to improve the efficiency and quality of the processes. Leading others to do the same.
- **Service and Performance Management.** The ability to design and deploy tools and systems to measure and manage the performance of and facilitate continuous improvement in service delivery teams.
- **Command of Technology.** The ability to identify how technology could be used to improve the performance of service delivery teams including the ability to produce business and functional requirements and work with IT delivery teams to get them realized as part of an overall solution design.
- **Leadership, Team Working and Personal Effectiveness Skills.** The ability to work effectively (time management, communications, negotiations etc.) alone and with others. The ability to manage and lead a team in situations which are often unclear and for which there is no obvious solutions.

**SECTION 3: STANDARD FORMS**

**ATTACHMENT #1: OPTIONAL CONSULTANT’S EXPERIENCE FORM**

*[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.]*

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 <sup>o</sup> 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 <sup>o</sup> 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: \_\_\_\_\_

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**ATTACHMENT #2: SAMPLE CONTRACT FOR CONSULTING SERVICES**

**MONTHLY 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; and
- (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:

<b>1. Services</b>	<ul style="list-style-type: none"><li>(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference" which is made an integral part of this contract ("the Services").</li><li>(ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex A, "Terms of Reference."</li></ul>
<b>2. Term</b>	The Consultant shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> , or any other period as may be subsequently agreed by the parties in writing.

<p><b>3. Payment</b></p>	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed <i>[insert amount]</i>. 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.</p> <p>B. <u>Schedule of Payments</u></p> <p>The schedule of payments is specified below:</p> <p><i>[insert amount and currency]</i> upon the Client's receipt of a copy of this Contract signed by the Consultant;</p> <p><i>[insert amount and currency]</i> upon the Client's receipt of the draft report, acceptable to the Client; and</p> <p><i>[insert amount and currency]</i> upon the Client's receipt of the final report, acceptable to the Client.</p> <p><i>[insert amount and currency]</i> Total</p> <p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in <i>[specify currency]</i>, 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.</p>
<p><b>4. Project Administration</b></p>	<p>A. <u>Coordinator.</u></p> <p>The Client designates Mr./Ms. <i>[insert name]</i> 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.</p> <p>B. <u>Reports.</u></p> <p>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.</p>

<b>5. Performance Standards</b>	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 analyse same, make comments, require revisions and/or corrections, or to accept it.
<b>6. Relation between the parties</b>	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.
<b>7. Confidentiality</b>	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.
<b>8. Ownership of Material</b>	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. The Consultant may retain a copy of such documents and software <sup>1</sup> .
<b>9. Insurance</b>	The Consultant will be responsible for taking out any appropriate insurance coverage.
<b>10. Assignment</b>	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
<b>11. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of the [ <i>insert Client's country</i> ], and the language of the Contract shall be English.
<b>12. Dispute Resolution</b>	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.

<sup>1</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8

### 13. Eligibility

1.0 (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.

#### 2.0

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 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.

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.
<b>14. Conflict of Interest</b>	<p>The Consultant:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(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.</li> <li>(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.</li> </ul>
<b>15. Fraud and Corruption</b>	Bank requires that all Consultants (including their respective officers, employees, and agents) observe the Bank's Policies for the Selection and Contracting of Consultants financed by the Bank. In particular, the Bank requires that all Consultants (including their respective officers, employees and agents) bidding for or participating in a Bank-financed project adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Selection Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited <sup>5</sup> . 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.

<sup>5</sup> 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](http://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.

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**16. Termination/  
Cancellation of  
the Contract**

16.1 Without constituting a breach of contract by either party, the present contract may be terminated based on agreement between both parties.

16.2 Additionally, without constituting a breach of contract by either party, the present contract may be terminated for the following reasons:

**By the Client**

The Client may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a) If the Consultant does not remedy a failure in the performance of their obligations under the contract, within fifteen (15) working days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant fails to comply with any final decision reached as a result of dispute resolution proceedings pursuant to Clause 12 within a reasonable time as specified by the Client but no more than 30 days.
- c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.
- e) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**By the Consultant**

The Consultant may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- a) If the Client fails to pay any money due to the Consultant pursuant to this contract and not subject to dispute pursuant to Clause 12 within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- c) If the Client fails to comply with any final decision reached as a result of dispute resolution pursuant to Clause 12 within a reasonable time but no more than 30 days.

	<p>d) If the Consultant in its sole discretion and for any reason whatsoever, decides to terminate this contract. The Consultant is obligated to ensure that all work outputs, and property are returned to the Client and that a detailed step by step guide is submitted for all activities.</p> <p>In all cases, the Client will inform the Bank of the termination of the contract.</p>
<b>17. Amendments</b>	<p>The Legal Representative of the Client will be <i>[include the position of the Official]</i> 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.</p>
<b>18. Payment Upon Termination</b>	<p>Upon termination of this contract, the Client shall make payments to the Consultant only for services the Client has deemed to be satisfactorily performed up to the effective date of termination. The calculation of the sum to be paid shall be on a pro rata basis.</p>

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  
**Government of Jamaica /**  
 Ministry of Finance and the Public Service

FOR THE CONSULTANT  
 \_\_\_\_\_

By \_\_\_\_\_  
 Ms. Darlene Morrison - Financial Secretary

By \_\_\_\_\_  
 Consultant

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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### ATTACHMENT #3: 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 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 ENTITLE ME TO ANY INDEMNIFICATION OR TO ANY OTHER FORM OF COMPENSATION.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## SECTION 4: ELIGIBILITY AND PROHIBITED PRACTICES

### ATTACHMENT #4: 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.

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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.

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## ATTACHMENT #5: 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>2</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 (OI) 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>2</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)).

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- (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 behaviour;
  - (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>3</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-

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<sup>3</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.

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consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also 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-consultants 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;

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(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).