



ANY REPLY OR SUBSEQUENT REFERENCE SHOULD BE ADDRESSED TO THE  
**FINANCIAL SECRETARY** AND THE FOLLOWING REFERENCE NUMBER QUOTED:-

Telephone No. 92-28600-16  
Website: <http://www.mof.gov.jm>  
Email: [info@mof.gov.jm](mailto:info@mof.gov.jm)

**MINISTRY OF FINANCE & the Public Service**  
**30 NATIONAL HEROES CIRCLE**  
**P.O. BOX 512**  
**KINGSTON**  
**JAMAICA**

June 8, 2016

**Re: PROVISION OF CONSULTANCY SERVICES CHANGE MANAGEMENT SPECIALIST,**  
**MINISTRY OF FINANCE HR TRANSFORMATION PROGRAMME**  
**MOF&PS –OM#0321/2016**

1. The Ministry of Finance and Planning has committed funds and now seeks to procure the services of a qualified consultant in the capacity of **Change Management Specialist** to support the Ministry in successfully implementing its Human Resource Transformation Programme for which this Letter of Invitation is issued.
2. The Ministry now invites submission of proposals (technical and financial) from qualified individual consultants to provide the consulting service. More details on the services required are provided in the enclosed Terms of Reference.
3. The successful bidder will be selected under the **Quality –Based Selection (QBS) Method** detailed in the Government of Jamaica Handbook of Public Sector Procurement Procedures.
4. Your submission must include the following:
  - Curriculum Vitae
  - Bid submission letter (attachment 1)
  - Bid Form (attachment 2)
  - Proposed methodology and workplan
5. The Financial Proposal shall be prepared using the attached Letter and Standard Form (attachments 4 and 5). The Form shall list all costs associated with the assignment. (These documents must be enclosed in a separate sealed envelope.
6. Your Proposal should be submitted **via email: [mofprocure@mof.gov.jm](mailto:mofprocure@mof.gov.jm)** addressed as follows:

**The Director Procurement  
Ministry of Finance and the Public Service  
30 National Heroes Circle  
Kingston 4  
MOF&PS-OM#2016 – CONSULTANCY SERVICES – CHANGE MANAGEMENT SPECIALIST**

7. Your bid should be submitted in English no later than **Wednesday June 22, 2016 at 4:00 p.m. at the address indicated in Paragraph 6.**
8. Your price proposal should be valid for a period of sixty (60) days from the closing date of your submission as indicated in Paragraph 7 of this Letter of Invitation.
9. From the date that the bid is opened to the time the Contract is awarded, the Consultant shall not contact the Client on any matter related to their bid. Any effort by the 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 Consultant's submission.
10. The evaluation process will comprise a bid evaluation, and the outcome of a panel interview, Based on the past experiences specified in the CV, the Client may contact two previous employers of the Consultants. The Client will also, within seven (7) days of submission of the CV, invite the Consultants to attend an interview at the Ministry

The evaluation committee, appointed by the Client, will evaluate the CVs on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria), as follows:

<b>Criteria</b>	<b><u>Sub-Criteria</u></b>	<b><u>Maximum points</u></b>
<b>1. Qualification and of the consultant related to the assignment;</b>  -First Degree Human Resource Management or other relevant Social Science Degree along with training in Change Management and , Risk Management and Project Management  - Certificate in Change Management from a recognized institution  - Certificate in Project or Risk Management from a recognized institution	  10  7  5	  <b>10</b>

<p><b>2.Experience of Consultant: Demonstrate capacity in successfully conducting assignment of similar nature and scope;</b></p> <p><b>a.</b> Five to six (5-6) years’ experience with three (3) years hands-on experience involving change management and institutional development as well as risk management assessment</p> <p>- Four (4) years’ experience with two (2) years hands-on experience involving change management and institutional development and risk management assessment</p> <p>- Three (3) years’ experience involving change management and institutional development and risk assessment</p> <p><b>b.</b> At least three (3) projects implementing change management programs involving multiple and competing stakeholders</p> <p>- At least two (2) projects implementing change management programs involving multiple and competing stakeholders</p>	<p>25</p> <p>20</p> <p>15</p> <p>10</p> <p>15</p>	<p><b>40</b></p>
<p>3. Adequacy of the proposed methodology , work plan in response to the TOR;</p> <p>Methodology reflects a clear understanding of the assignment and suitable responds to each element of the scope of work</p> <p>Methodology reflects partial understanding of the assignment and does not respond adequately to the scope of work</p> <p>Workplan allows for the effective completion of the assignment in the required timeframe</p> <p>Workplan is inadequate to meet required deadline</p>	<p>10</p> <p>5</p> <p>10</p> <p>4</p>	<p><b>20</b></p>
<p>4. 4 Interview indicates</p> <p>(a) Consultant possess the relevant experience, skills and competenciess as indicated in the TOR</p> <p>(b) Consultant demonstrates an understanding of what is required and explains work plan in a clear and concise manner (10)</p> <p>(c) Consultant has successfully implemented at least two related projects.</p> <p>(d) Consultant has successfully implemented at least one (1) related project</p> <p>- Consultant is unclear of what is required and is unable to clarify workplan</p>	<p>10</p> <p>10</p> <p>10</p> <p>5</p> <p>4</p>	<p><b>30</b></p>
<p style="text-align: right;"><b>Total</b></p>	<p><b>100</b></p>	

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Consultants must meet a minimum score of **75 points** before their financial proposal can be considered.

A submission shall be rejected at this stage if it does not respond to important aspects of this Letter of Invitation.

The consultant scoring the highest point will be invited for negotiation and award of contract.

11. Individuals may request clarifications of any of the attached documents up to Friday June 17, 2016 before the submission date. Any request for clarification must be sent in writing by facsimile or electronic mail to the Client's address as follows:

**Senior Procurement manager**  
**Ministry of Finance and Planning**  
**30 National Heroes Circle**  
**Kingston 4**  
Email [..mofprocure@mof.gov.jm....](mailto:..mofprocure@mof.gov.jm....)

The Client will 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 vita (CVs), the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective consultant, amend the attached documents. Any amendment shall be issued in writing through addenda. Addenda shall 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 bidding process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability to the affected consultant(s) 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 proposals.**

12. Individuals will be required to submit a valid **Tax Compliance Certificate (TCC)** at the time of contract award.

13. The LOI includes the following documents:

- Terms of Reference
- Bid Submission Letter
- Bid Form
- Specimen of Standard Contract

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**14. Please inform us in writing or email at the address indicated in Paragraph whether or not you intend to submit a Bid.**

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## TERMS OF REFERENCE

for

### Change Management Lead for the HR Transformation Programme

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#### 1. SERVICES REQUIRED

The Government of Jamaica (GoJ), represented by the Ministry of Finance and the Public Service, is seeking a Change Management Specialist to provide technical expertise, in partnership with the Strategic Human Resource Management Division (SHRMD) of that Ministry, for the implementation of a Human Resource Transformation Programme facilitated by the GoJ Human Capital Management Enterprise System (HCMES).

#### 2. BACKGROUND

- 2.1 In keeping with the need to address issues of fiscal and debt sustainability as necessary conditions for macroeconomic stability and economic growth, the Government of Jamaica (GOJ) has embarked on a comprehensive fiscal consolidation program.
- 2.2 Eliminating the fiscal deficit is imperative to reducing the debt burden, restoring fiscal sustainability, and facilitating growth. It is also essential to improve public sector efficiency and service delivery in the current environment of spending cuts and austerity measures and so enable the public sector to respond effectively to the changing needs of the citizenry now and in the future.
- 2.3 In support of its commitment to improve the overall public sector deficit, and in particular, to increase efficiency and reduce administrative costs, the Government of Jamaica with the assistance of the Inter-American Development Bank, (IDB) has developed the Public Sector Efficiency Program (PSEP) (JA-L1046 and JA-X1007).
- 2.4 The PSEP Program is designed to improve government efficiency and effectiveness in the areas of: (i) human resources management (HRM) (ii) information and communication technologies management (ICTM); and (iii) public sector control systems and accountability mechanisms.
- 2.5 The PSEP program is also to support initiatives included in the External Fund Facility (EFF) with the International Monetary Fund (IMF), specifically, the implementation of a HCMES and Shared Corporate Services, which will utilize the HCMES.
- 2.6 Under this Programme, the HRM component will address issues of HRM governance in the Jamaican public sector which has been fragmented for many years with dispersed responsibilities among central agencies, and limited enforcement capacity over ministries, departments, and agencies (MDAs) and, in particular, in over 200 existing public bodies.
- 2.7 The GOJ needs to increase the efficiency of its human resource (HR) processes across the public sector, ensure the accuracy of its payroll and maximize the human capital present in the administration. Having an integrated HCMES solution used by all MDAs will allow for this and should realize significant savings in the annual wage bill.

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- 2.8 To address this, the GOJ will implement a commercial off the shelf (COTS) HCMES software solution with a centrally hosted database for the entire public sector. Effective operation of the HCMES will, however, require significant change to GOJ's HR processes, ways of working and organizational structures. Planning for and managing the human aspects of the change will require significant effort.

### **3. ASSIGNMENT OBJECTIVE**

The Change Management Specialist is required to design and implement a holistic Change Management Plan, and develop a supporting Change Management Strategy within the wider HR Transformation Programme.

### **4. CHARACTERISTICS OF THE CONSULTANCY**

4.1 Type of Consultancy: Individual Consultant

4.2 Place of Work: Jamaica

### **5 SCOPE OF WORK**

The Change Management Lead will be expected to:

- Develop the Change Management Plan and Strategy that will advance the successful transitioning to the new HR Operating Model, and address, *inter alia*, change impact assessment, change readiness assessment, training needs analysis, training delivery, stakeholder mapping, stakeholder engagement, communications, cutover, and post go-live support
- Determine the Change Management methodology, processes and tools to be used across the HR Transformation Programme
- Create and manage a Change Management Network across GOJ and coach the network in the use of change processes and tools
- Define, develop and deliver Change Management work streams from conception to benefits realisation, including prioritisation of work stream activities, resource planning, monitoring, enabling transition
- Collaborate with HR Transformation Project Manager and work stream Leads to ensure coherence in organisation design and change-related processes
- Ensure the Change work stream is managed according to agreed delivery schedules, within budget and to agreed quality standards
- Ensure the Change work stream enables the realisation of the benefits
- Maintain and manage internal and external work stream
- Ensure that Change work stream is managed according to the agreed project management methodology, processes and quality management standards
- Ensure that project risks, issues, changes, quality management and communications, are defined and managed professionally
- Oversee and administer assigned budget and resources

- Manage third party suppliers and maintain effective contract control. This may include negotiation and issue management with external agencies
- Establish and maintain close collaboration with the HR Shared Service Project Manager, Payroll Project Manager, Human Capital Management Enterprise System Project Manager, Human Resource Business Partner Lead and Business Analysts to ensure that the overall HR Transformation Programme is delivered efficiently
- Identify potential “people” risks and anticipated points of resistance, and develop specific plans to mitigate or address the concerns
- Conduct readiness assessments, evaluate results and present findings in a logical and easy-to-understand manner
- Develop a set of actionable and targeted change management plans - including communication plan, sponsor roadmap, coaching plan, training plan and resistance management plan
- Be an active and visible coach to executives and leaders who are change sponsors
- Create and manage measurement systems to track adoption, utilization and proficiency of individual changes
- Identify resistance and performance gaps, and work to develop and implement corrective actions
- Create and enable reinforcement mechanisms and celebrations of success
- Work with project teams to integrate change management activities into the overall project plan
- Work with communications, training, HR and OD specialists in the formulation of particular plans and activities to support project implementation
- Manage the sub-work streams of:
  - Training
  - Communications & Engagement

## 6 METHODOLOGY

The Consultant is expected to use accepted and proven methodologies for carrying out the assignment.

The Consultant will develop and supply deliverables as specified in this TOR.

## 7 DELIVERABLES

The deliverables under this project are as specified in the table below.

Key Deliverables	Performance Standard
Work plan in a format agreed with the HCMES Project Manager	Tasks and activities defined; task durations defined; resources defined; milestones defined; dependencies defined. Covers all phases from conception to benefits realisation, including prioritization, resource planning and business cutover/transition



<b>Key Deliverables</b>	<b>Performance Standard</b>
Change Management strategy	Requirement for Change Management defined; objectives of change management defined. Impact assessment approach defined; change readiness assessment approach defined; training needs analysis approach defined; training delivery approach defined; stakeholder mapping approach defined; stakeholder engagement, communications, cutover, post go-live support approaches defined.
Change Management plan	Change Management Accountabilities and Responsibilities defined. Change impact assessment plan formulated; change readiness assessment plan formulated; training needs analysis plan formulated; training delivery plan defined; stakeholder mapping plan defined; stakeholder engagement, communications, cutover, post go-live support plans defined.
Change Network Established	A Change Network comprising suitable personnel from relevant MDAs is established and meeting regularly held to resolve change management issues
Training Lead and Communications Lead Accountabilities and Responsibilities	Accountabilities and responsibilities for the Training Lead and Communications Lead defined and agreed

## **8 COORDINATION AND REPORTING**

The Change Management Specialist will report to the HR Transformation Programme Manager and will be required to submit weekly reports to the Project Manager on the deliverables under the project.

### **8.1 Sign-Off Procedure**

Deliverables will be considered approved when they are accepted and signed off by the HR Transformation Programme Manager based on the defined and agreed performance standards for delivery.

### **8.2 Variations**

All proposed changes to the work plan and deliverables must be discussed with the HCMES Project Manager. Where such changes are more than minor, these may require further agreement beyond the HR Transformation Programme Manager

## **9 EXPERTISE REQUIRED**

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9.1 The Change Management Specialist will be an experienced individual with demonstrated capability in implementing change management principles and methodologies

9.2 The Change Management Specialist is expected to have a general understanding of issues regarding public sector change management implementation.

9.3 The Change Management Specialist will be expected to have conducted similar assignments and will be expected to have the following minimum qualifications:

*9.3.1 Education and Experience*

- At least a Bachelor's Degree from a recognized University or equivalent qualification, with at least three (3) years' experience in Change Management;

9.4 The Change Management Specialist will be expected to demonstrate the following competencies:

- A solid understanding of how people go through a change and the change process
- Experience and knowledge of change management principles and methodologies
- Familiarity with project management approaches, tools and phases of the project lifecycle
- Able to work effectively at all levels in an organization
- Excellent active listening skills
- Problem solving and root cause identification skills
- Ability to influence others and move toward a common vision or goal
- Experience with large-scale organizational change effort
- Previous change management experience is a plus
- Excellent oral and written communication skills
- Advanced planning and organizational skills and analytical/logical skills
- Strong interpersonal and relationship building skills
- Strong analytical and creative skills
- Ability to work effectively as a team player in a dynamic environment
- Proficiency in using the Microsoft Office Suite of software

## **10 LOCATION AND SUPPORT**

10.1.1 The Change Management Specialist will be provided with offices in Kingston, Jamaica, as well as administrative support, and any other assistance as may be reasonably required to undertake the duties identified in this TOR.

10.1.2 The Change Management Specialist must be able to participate in project activities during business hours, as well as non-business hours on a regular basis as the position demands.

10.1.3 Travel will be required for the purpose of site visits, client and stakeholder meetings, and off-site personnel/ management

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## **11 COMMENCEMENT DATE AND PERIOD OF EXECUTION**

The Change Management Specialist is expected to serve for a period of one (1) year and commence the assignment by June 22, 2016.

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## DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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.

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**ATTACHMENT #1**

[Location (Address, telephone#, email, Date)]

To: Ministry of Finance and the Public Service

Dear Sirs:

I, the undersigned, offer to provide the consulting services **Change Management Specialist**] in accordance with your Letter of Invitation dated \_\_\_\_\_ and my Submission. I am hereby submitting my Proposal, which includes a Price Proposal sealed under a separate envelope.

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.

My Curriculum Vitae is binding upon me for the Validity period.

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.

I understand you are not bound to accept any Proposal you receive.

I remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Address: \_\_\_\_\_

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***BID FORM***

**ATTACHMENT #2**

[Location, Date]

To: Ministry of Finance and the Public Service

Dear Sirs:

I, the undersigned, offer to provide the consulting services for Change Management Specialist in accordance with your Letter of Invitation dated \_\_\_\_\_ and my Submission. My attached Price Proposal is for the sum of \_\_\_\_\_ [Insert amount(s) in words and figures]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

My Price Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of sixty (60) days from the date of the submission,

I understand you are not bound to accept any Curriculum vitae you receive.

I remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Address: \_\_\_\_\_

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**ATTACHMENT# 3**

**DRAFT CONTRACT**

**CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS**

**CONTRACT**

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

WHEREAS, the Procuring Entity wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

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 provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Procuring Entity the reports in the form and within the time periods specified in Annex C, “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. This Contract constitutes the entire agreement of the parties and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Contract shall be binding unless in writing and signed by both parties.

**3. Payment**

A. Ceiling

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For Services rendered pursuant to Annex A, the Procuring Entity 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:<sup>1</sup>

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

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

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

*[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 of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator.

The Procuring Entity designates Mr./Ms. *[insert name]* as Procuring Entity'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 by the Procuring Entity and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "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.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Entity considers unsatisfactory. The Consultant shall always act, in respect of any matter relating to this

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.



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Contract or to the Services, as faithful advisors to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

- 6. Confidentiality** The Consultant 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, except for disclosure to the Consultant's attorneys and accountants.
- 7. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Entity under the Contract shall belong to and remain the property of the Procuring Entity. The Consultant may retain a copy of such documents and software.<sup>2</sup>
- 8. Independent Contractor** Nothing herein shall be construed to create an employer-employee relationship between the Client and the Consultant. The Consultant is an independent contractor and not an employee of the Client.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant 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.
- A. The Consultant shall not engage, either directly or indirectly, in any of the following activities:
- During the term of this Contract, any business or professional activities which would conflict with the activities assigned under this Contract.
- 10. Insurance** The Consultant shall take out and maintain, at its own cost insurance against risk.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Suspension** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant if it fails to perform any of its obligations under this Contract, provided that such suspension (i) shall specify the nature of the failure; and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty days after receipt by the Consultant of such notice of suspension.
- 13. Termination** A. By the Client:

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<sup>2</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

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The Client may, by not less than fifteen (15) days' written notice of termination to Consultant (except in the event listed in paragraph (d) below), for which there shall be a written notice of not less than thirty (30) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract:

- (a) If Consultant fails to remedy a failure in the performance of their obligations hereunder, within ten (10) days of receipt of such notice or within such further period as Client may have subsequently approved in writing;
- (b) If Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15 hereof;
- (c) If Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**B. By the Consultant**

The Consultant may, by not less than fifteen (15) days' written notice to the Client, such notice to be given after the occurrence of any if the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract:

- i. If the Client fails to pay any money due to the Consultant according to this Contract, and not subject to dispute, within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- ii. If the Client is in material breach of its obligations under this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may subsequently approve in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- iii. 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) days; or
- iv. If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15.

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- C. In the event that this Contract is terminated prior to (insert expiration date), the Consultant shall be compensated on a *pro rata* basis based on actual expenditure and the actual amount of work performed.
  - D. Upon termination of this Contract, the Consultant takes all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**14. Law  
Governing  
Contract and  
Language**

The Contract shall be governed by the laws of Jamaica and the language of the Contract shall be English.

**15. Dispute  
Resolution**

- A. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation.
- B. Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity which cannot be settled amicably within thirty (30) days after receipt by one or the other party's request for such amicable settlement, shall be settled by arbitration in accordance with the applicable Rules as at present in force.

**16. Fraud and  
Corruption**

Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the

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knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

**17. Notice**

Any notice or communication permitted or required by this Contract shall be in writing and shall be deemed effective when personally delivered to the Coordinator or when sent by registered mail, facsimile, or electronic mail to such party as follows:

- i. Notices to the Client:
- ii. Notices to the Consultant:

**18. Fairness and Good Faith**

- A. The parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- B. The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of this Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without

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detriment to either interests, and that if during the term of this Contract either party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on such action pursuant to this Clause shall give rise to dispute subject to arbitration in accordance of the terms of this 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 AND ON BEHALF OF

FOR THE CONSULTANT

By \_\_\_\_\_

By \_\_\_\_\_

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

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

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

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