



REQUEST FOR EXPRESSIONS OF INTEREST CONSULTANCY SERVICES

THE SERVE JAMAICA PROGRAMME

ASSIGNMENT: Consultancy for a Legal Counsel to the DBJ in finalizing the selection of a Fund Manager(s) and to provide Support during the establishment of the SME Fund(s) in Jamaica

Reference #: **DBJ-022/06**

SELECTION METHOD: **Quality and Cost- Based Selection (QCBS)**

The Government of Jamaica (GoJ) through the Ministry of Finance and Public Service (MOFPS) has made some J\$2 billion of funding available to the Development Bank of Jamaica Limited (DBJ) towards the cost of THE SERVE JAMAICA PROGRAMME under the theme “Financing Support for Businesses”, specifically for the establishment of two (2) Private Equity SME Funds for investment in Jamaican businesses.

The objective of this assignment is to focus on supporting the DBJ in selecting well-qualified Fund Managers to establish Private Equity SME Funds and provide legal advice to the DBJ as an investor in the SME Funds. The selection process for hiring the Fund Managers will have already been initiated and the Legal Counsel (LC), after on-boarding shall provide support to the team on the remaining steps of the selection and the establishment of the SME Funds. The LC will advise the DBJ on the terms for setting up the SME Funds, competitively selecting an experienced Fund Manager for the SME Funds, the development of the term sheet for the SME Funds and on its participation as an Anchor Investor in the Funds.

The consulting services (“the Services”) will require a Legal Counsel (LC) to provide advisory services to the DBJ on its role as an anchor investor in SME Funds; in finalizing the selection of Fund Managers and to provide Support during the establishment of the SME Funds in Jamaica. This assignment is to be conducted over a nine (9) month period.

The DBJ now invites eligible Consultants (“Firms”) to indicate their interest in providing consultancy services for the specialized area. Interested Consultants (“Firms”) should provide information demonstrating that they have the required qualifications and relevant experience to perform the services.

The qualifications criteria are:

- Advanced qualification in law with minor in finance or economics with at least 8 years’ professional experience dealing with Private Equity/Venture Capital (PE/VC) industry.
- Prior experience and skills as a Limited Partner investing in funds would be a definite asset.
- Significant demonstrated understanding and expertise of the PE/VC industry, in the Caribbean region / Jamaica would be an asset.
- Significant experience of working with PE/VC Funds to help deploy funds or with SMEs to

secure PE/VC funds.

- Significant demonstrated understanding and expertise in SME financing, particularly risk capital for SMEs would be desirable.
- Excellent writing and communication skills in English

The Terms of Reference may be downloaded from the DBJ's website: <http://www.dbankjm.com> as of **Monday, March 14, 2022.**

Deadline for Clarifications: All Clarifications should be submitted on or before **Thursday, March 31, 2022, at 3:00 p.m.** via email: accesstofinance@dbankjm.com

The attention of interested Consultants is drawn to paragraph 1.2.1. on page 3-6 of the GOJ's Handbook of Public Sector Procurement Procedures volume 3 of 4 revised March 2014(Consulting Services), setting forth the GOJ's policy on conflict of interest for the selection of Consultants.

Deadline for Submissions: Expressions of Interest may be delivered in writing to the address below (in person or by mail) or via email: accesstofinance@dbankjm.com **no later than Monday, April 11, 2022, at 3:00 p.m.**

Development Bank of Jamaica Limited
Attn: Project Coordinator
Fund Managers for the Establishment and Management
of a SME Fund
11a-15 Oxford Road, Kingston 5
E-mail: accesstofinance@dbankjm.com

BIDDING DOCUMENTS
Issued on: Monday, March 14, 2022.

for

*Procurement of
Legal Counsel to the DBJ in finalizing the
selection of a Fund Manager(s) and to provide
Support during the establishment of the SME
Fund(s) in Jamaica*

Ref No: DBJ-022/06

Procuring entity:

Development Bank of Jamaica Limited (DBJ)

Abbreviations and Acronyms

Act	Public Procurement Act, 2015
Data Sheet	Proposal Data Sheet
Commission	Public Procurement Commission
CV	Curriculum Vitae
e-GP	electronic Government Procurement System
FTP	Full Technical Proposal
GCC	General Conditions of contract
GOJEP	Government of Jamaica Electronic Procurement System
GoJ	Government of Jamaica
Ref	International Competitive Bidding
ITC	Instructions to Consultants
JV	Joint Venture
LOI	Letter of Invitation
MOF	Ministry of Finance
Office	Office of Public Procurement Policy
regulations	The Public Procurement Regulations
RFP	Request for Proposals
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
STP	Simplified Technical Proposal
TCL	Tax Compliance Letter
TOR	Terms of Reference
UNCITRAL	United Nations Commission on International Trade Law
UNDP	United Nations Development Programme
GCT	General Consumption Tax

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Section I. Instructions to Consultants/Firms

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant/Firm.
- (b) “Applicable Policies” means the policies of the Government of Jamaica governing the selection and contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in Jamaica.
- (d) “procuring entity” means (a) a Ministry, department, Executive Agency or other agency of Government; (b) a public body; (c) a local authority; (d) any other body that is the recipient of public funds and duly authorized to apply those funds to public procurement and includes an entity acting on behalf of any of the entities in connection with any procurement proceedings.
- (e) “Consultant/Firm” means a legally-established professional consulting firm or an entity that may provide or provides the consulting services to the procuring entity under the contract.
- (f) “consulting services” means consulting services provided by a person or firm as a consultant/firm that are of an intellectual, research, technical or advisory nature.
- (g) “contract” means a legally binding written agreement signed between the procuring entity and the Consultant/Firm and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” is an integral part of the Section 1 - Instructions to Consultants/Firms (ITC/F) and is used to reflect specific country and assignment conditions to supplement, or modify the provisions of the ITC/F.
- (i) “Day” means a calendar day.
- (j) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant/Firm, Sub-consultant or JV member(s).
- (l) “Government” means the government of Jamaica, and may be referred to in this document as “Government of Jamaica” or “GoJ”.
- (m) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant/Firm where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract.
- (o) “Key Expert” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the consulting services under the contract and whose CV is taken into account in the technical evaluation of the Consultant’s Proposal.

- (p) “LOI” (this Section 1. Letter of Invitation of the RFP) means the Letter of Invitation being sent by the procuring entity to the shortlisted Consultants.
- (q) “Non-Key Expert” means an individual professional provided by the Consultant/Firm or its Sub-consultant and who is assigned to perform the consulting services or any part thereof under the contract and whose CVs are evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant/Firm.
- (s) “RFP” means the Request for Proposals to be prepared by the procuring entity for the selection of Consultants.
- (t) “services” means any object of procurement other than goods and works, and includes consulting services.
- (u) “Sub-consultant” means an entity to whom the Consultant/Firm intends to subcontract any part of the consulting services while remaining responsible to the procuring entity during the performance of the contract.
- (v) “Terms of Reference (TORs) (Section 5 of the RFP) explains the objectives, scope, activities and tasks to be performed, respective responsibilities of the procuring entity and the Consultant/Firm, and expected results and deliverables of the assignment.
- (w) if the context so requires, “singular” means “plural” and vice versa.

2. Introduction

- 2.1 The procuring entity **as specified in the Data Sheet** issues this standard bidding document (SBD) for the procurement of consulting services **as specified in Section 5, Terms of Reference**. The name and identification number of this national competitive bidding procurement **as specified in the Data Sheet**. The name, identification, and number of lots **as specified in the Data Sheet**.
- 2.2 The procuring entity has received public funds toward the cost of the project named **as specified in the Data Sheet** for the execution of this procurement.
- 2.3 The Consultant/Firm is invited to submit either a Technical Proposal and a Financial Proposal, or a Technical Proposal only, **as specified in the Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the contract with the selected Consultant/Firm.
- 2.4 The Consultant/Firm should familiarize themselves with the local conditions and take them into account in preparing their proposals, which may include attending a pre-proposal conference is at the consultant/Firms expense and is optional or as otherwise **specified in the Data Sheet**..
- 2.5 The procuring entity will provide the inputs and relevant project data and reports required for the preparation of the Consultant/Firm’s Proposal **as specified in the Data Sheet**.
- 2.6 Bidding will be conducted either in hard copy or using the Government of Jamaica Electronic Procurement (GOJEP) System **as specified in the Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant/Firm is required to provide professional, objective, and impartial advice, at all times holding the procuring entity’s interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

- (a) The Consultant/Firm has an obligation to disclose to the procuring entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the procuring entity. Failure to disclose such situations may lead to the disqualification of the Consultant/Firm or the termination of its contract. Without limitation on the generality of the foregoing, the Consultant/Firm shall not be hired under the circumstances set forth below. Consultant/Firms may be considered to have a conflict of interest with one or more Parties in this bidding process, if they:
 - (i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of consulting services under these bidding documents; or
 - (ii) submit more than one Proposal in this bidding process, however, this does not limit the participation of subcontractors in more than one Proposal;

(b) Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm or any of its affiliates that has been engaged by the procuring entity to provide goods, works, or non-consulting services for a project, , shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

(c) Conflicting assignments

(i) Conflict among consulting assignments: a Consultant/Firm (including its Experts and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant/Firm for the same or for another procuring entity.

(d) Conflicting relationships

(i) Relationship with the procuring entity' staff: a Consultant/Firm (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the procuring entity who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the contract, or (iii) the supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the procuring entity throughout the selection process and the execution of the contract.

(ii) Any other types of conflicting relationships **as specified in the Data Sheet.**

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants/Firm or their affiliates competing for a specific assignment do not derive a competitive advantage. To that end, the procuring entity **as specified in the Data Sheet**, and make available all shortlisted Consultant/Firms, together with this RFP, all information.

5. Fraud, Corruption and Other Prohibited Practices

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

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

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

- (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
- (b) have their bid rejected if it is determined that the bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;
- (c) risk other sanctions provided for in the Act or the regulations.

6 Eligibility

6.1 A Consultant/Firm may be a firm that is a private entity or the combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the contract, during contract execution. Unless specified **in the Data Sheet**, there is no limit on the number of members in a JV.

6.2 A Consultant/Firm shall be deemed to have the nationality of a country if the Consultant/Firm is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-consultants or suppliers for any part of the Contract including related consulting services.

6.3 A Consultant/Firm shall not have a conflict of interest as specified at ITC/F Clause 3.

6.4 An eligible Consultant/Firm (regardless of its country of registration) shall not

- a) have been convicted of an offence involving dishonesty, within five years immediately preceding the commencement of the procurement proceedings;
- b) be an undischarged bankrupt;
- c) be insolvent or is the subject of winding-up proceedings;
- d) in the case of the supplier that is a body corporate, any of its directors, general

managers, secretary or any other similar officer, has been convicted of an offence involving dishonesty, or have been the subject of legal or disciplinary proceedings for any breach of duty or professional misconduct, within five years immediately preceding the commencement of the procurement proceedings;

- e) have a record of participation in public procurement or the supplier's business practices which gives the procuring entity reasonable cause to believe that the supplier carried out any act involving impropriety in the handling of moneys;
 - f) have its affairs being managed or administered by a court;
 - g) in the opinion of the procuring entity, be a person -
 - (i) who is not of sound probity; or
 - (ii) who is unable to exercise competence, diligence and sound judgment in fulfilling the supplier's responsibilities in relation to a public procurement.
- 6.5 A Consultant/Firm may not be a Government owned entity. However, as an exception when the consulting services of government-owned universities or research centers in Jamaica are of a unique and exceptional nature and their participation is critical to project implementation, the procuring entity may agree on the contracting of those institutions on a case-by-case basis. Any such agreement must be in writing and not breach ITC/F Clause 4. On the same basis, university professors or scientists from research institutes may be contracted individually.
- 6.6 The Consultant/Firm may not propose agency or current employees of the procuring entity. Recruiting former government employees of the procuring entity to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant/Firm nominates any government employee as Experts in their technical Proposal, such Experts must have written certification from the Government confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the procuring entity by the Consultant as part of their technical Proposal.
- 6.7 Consultants/Firms shall not submit more than one Proposal in this bidding process.
- 6.8 A Consultant/Firm that is ineligible in accordance with ITC/F Clause 5, at the date of contract award, shall be disqualified.
- 6.9 In accordance with the regulations, the Consultant/Firm and any named Subcontractors shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica as part of their proposal. Proof of tax compliance is a copy of the Tax Compliance letter (TCL), if current/not expired.
- 6.10 Consultants/Firms must be registered with the Public Procurement Commission (Commission) (<http://www.ocg.gov.jm>) as an approved unregistered supplier.
- 6.11 This invitation is only open to Consultants/Firms who have been shortlisted by the procuring entity.
- 6.12 An eligible Consultant/Firm has the right to a reconsideration or review of an action or decision of the procuring entity in accordance with the reconsideration and review procedures described in the Public Procurement Manual.

B. Preparation of Proposals

7 General Considerations

- 7.1 The Consultant/Firm is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all mandatory information or documentation required by the bidding documents shall result in the rejection of the Proposal.

8 Cost of Preparation of Proposal

- 8.1 The Consultant/Firm shall bear all costs associated with the preparation and submission of its Proposal, and the procuring entity shall not be responsible or liable for those costs.
- 8.2 The procuring entity shall incur no liability by virtue of it exercising its power to cancel a procurement in accordance with Sections 41 and 44 of the Act.
- 8.3 Notwithstanding ITC/F Sub-Clauses 8.1 and 8.2, should the Procurement Review Board, following an application for reconsideration decide that the actions of the procuring entity were not in compliance with the provisions of the Act or the regulations, the Procurement Review Board may require the payment of compensation for any reasonable costs incurred by the Consultant/Firm. Any payment shall be limited to the costs of the preparation of the Proposal or the costs relating to the application, or both.

9 Language

- 9.1 The Proposal, as well as all correspondences and documents relating to the Proposal exchanged by the Consultant/Firm and the procuring entity, shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

10 Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed as **specified in the Data Sheet**.
- 10.2 In addition to the requirements under ITC/F 10.1, Proposals submitted by a JV shall include a copy of the JV Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a JV Agreement in the event of a successful Proposal shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.

11 Only one Proposal

- 11.1 The Consultant/Firm (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant/Firm, including any JV member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.
- 11.2 This does not, however, preclude a Sub-consultant, or the Consultant/Firm's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12 Proposal Validity

- 12.1 Proposals shall remain valid for the period **specified in the Data Sheet** after the Proposal submission deadline date prescribed by the procuring entity. A Proposal valid for a shorter period shall be rejected by the procuring entity as non-responsive. During this period, the Consultant/Firm, shall maintain its original Proposal without any

change, including the availability of the Key Experts, the proposed rates and the total price.

- 12.2 If it is established that any Key Expert nominated in the Consultant/Firm's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC/F.

a. Extension of Validity Period

- 12.3 The procuring entity will make its best effort to complete the negotiations within the Proposal's validity period. However, should the need arise, the procuring entity may request, in writing, all Consultant/Firms who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.4 If the Consultant/Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.5 The Consultant/Firm has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts

- 12.6 If any of the Key Experts become unavailable for the extended validity period, the Consultant/Firm shall provide a written adequate justification and evidence satisfactory to the procuring entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.7 If the Consultant/Firm fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the procuring entity, such Proposal will be rejected.

c. Sub-Contracting

- 12.8 The Consultant/Firm shall not subcontract the whole of the consulting services.

13 Clarification and Amendment of RFP

- 13.1 A prospective Consultant/Firm requiring any clarification of the bidding documents shall contact the procuring entity in writing at the procuring entity's address **specified in the Data Sheet**. The procuring entity will respond in writing to any request for clarification, provided that such request is received prior to the period stated in the **Data Sheet**. In the case of electronic bidding clarifications should be submitted through the GOJEP System. The procuring entity shall forward copies of its response to all those who have acquired the bidding documents directly from it, including a description of the inquiry but without identifying its source.
- 13.2 Should the procuring entity deem it necessary to amend the bidding documents as a result of a clarification or the pre-Proposal meeting, it shall do so following the procedure under ITC/F Sub-Clauses 13.3 to 13.5.
- 13.3 At any time prior to the deadline for submission of consulting services, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Consultant/Firm, amend the bidding documents. Later amendments on the same subject modify or replace earlier ones.

- 13.4 Amendments will be provided in the form of Addenda to the bidding documents, which will be sent in writing to all prospective Consultants/Firm that received the bidding documents from the procuring entity. Addenda will be binding on Consultant/Firms. Consultants/Firms are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Consultant/Firm in its Proposal. In the case of electronic bidding any amendments to the bidding documents will be issued through the GOJEP System.
- 13.5 In order to afford prospective Consultants/Firms reasonable time in which to take the amendment into account in preparing their consulting services, the procuring entity may, at its discretion, extend the deadline for the submission of consulting services, in which case, the procuring entity will notify all Consultants/Firms in writing of the extended deadline for the submission of consulting services, pursuant to ITC/F Clause 17.
- 13.6 If the clarification results in the RFP being materially inaccurate the procuring entity shall withdraw and reissue the RFP. Consultants/Firms who obtained these original documents will be permitted to participate without penalty.

14 Preparation of Proposals - Specific Considerations

While preparing the Proposal, the Consultant/Firm must give particular attention to the following:

- 14.1 If a shortlisted Consultant/Firm considers that it may enhance its expertise for the assignment by associating with other Consultant/Firms in the form of a JV or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant/Firm(s), or (b) shortlisted Consultants/Firm if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant/Firm must obtain the written approval of the procuring entity prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant/Firm shall be a lead member. If shortlisted Consultant/Firms associate with each other, any of them can be a lead member
- 14.2 The procuring entity may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the procuring entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant/Firm's own estimates for the same.
- 14.3 If stated in the **Data Sheet**, the Consultant/Firm shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- 14.4 For assignments with a fixed budget, the estimated Key Experts' time input is not disclosed. Total available budget, exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15 Technical Proposal Format and Content

- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant/Firm is required to submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as

indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16 Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, **stated in the Data Sheet**.

b. Taxes

- 16.3 The Consultant/Firm and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the contract unless stated otherwise in the **Data Sheet**.

c. Currency of Proposal and Payment

- 16.4 The currency(ies) of the Proposal and the currency(ies) of payments shall be the same. The Consultant/Firm shall quote in Jamaican Dollars the portion of the Proposal price that corresponds to expenditures incurred in Jamaica, unless otherwise specified in the Data Sheet.
- 16.5 The Consultant/Firm may express the Proposal price for expenditure outside of Jamaica in any currency. If the Consultant/Firm wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three freely convertible international currencies in addition to Jamaican Dollars.

C. Submission, Opening and Evaluation

17 Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant/Firm shall prepare one original of the documents comprising the Proposal as described in ITC/F Clause 10 and clearly mark it "ORIGINAL". In the case of electronic bidding the Proposal uploaded on the GOJEP system shall be the "ORIGINAL". For hard copy Proposals, the Consultant shall submit copies of the Proposal, in the number **specified in the Data Sheet** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 17.2 The original and all copies of the Proposal shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the Consultant/Firm. All pages must also be initialed by the authorized person. This authorization shall consist of a power of attorney and shall be attached to the Proposal.
- 17.3 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 Proposals shall be submitted by hand in hard copy or electronically as **specified in the Data Sheet**.

(a) Consultants/Firms submitting consulting services by mail or by hand shall enclose the original and each copy of the Proposal, including alternative consulting services, if permitted, in accordance with ITC Clause 14, in separate sealed envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITC Sub-Clauses 17.6 to 17.9.

(b) Consultants/Firms submitting consulting services electronically shall follow the e-GP procedures as described in the GOJEP Quick Guide for Suppliers.

- 17.6 For hard copy consulting services, the original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”
- 17.7 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant/Firm, and with a warning “Do Not Open with The Technical Proposal.”
- 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.
- 17.9 If all envelopes are not sealed and marked as required, the procuring entity will assume no responsibility for the misplacement or premature opening of the Proposal.

18 Confidentiality

- 18.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of contract award, shall not be disclosed to Consultants/Firms or any other persons not officially concerned with such process until publication of the Contract Award.
- 18.2 Any effort by a Consultant/Firm or any person to influence the procuring entity in the examination, evaluation, comparison, and post-qualification of the consulting services or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its Proposal.
- 18.3 Notwithstanding ITC Sub-Clause 18.2, from the time of Proposal opening to the time of Contract Award, if any Consultant/Firm wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing.

19 Opening of Technical Proposals

- 19.1 For hard copy consulting services, the procuring entity shall conduct the Proposal opening in public at the address, date and time **specified in the Data Sheet** and in accordance with ITC Sub-Clauses 19.2 to 19.6. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.
- 19.2 For electronic bidding the GOJEP System shall prepare a Proposal opening report that shall include, as a minimum: (i) the name and the country of the Consultant/Firm or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal

submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as **indicated in the Data Sheet**. A copy of the report will be distributed to all Consultants/Firms who submitted a Proposal.

- 19.3 Envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant/Firm. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Consultant/Firm, the corresponding Proposal will be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 19.4 Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further.
- 19.5 All other envelopes shall be opened one at a time, reading out: (i) the name and the country of the Consultant/Firm or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
- 19.6 The procuring entity shall prepare a record of the Proposal opening.
- 19.7 The Consultant/Firms’ representatives who are present shall be requested to sign the attendance sheet.
- 19.8 A copy of the record shall be distributed to all Consultants/Firms who submitted consulting services in time and posted online when electronic bidding is permitted.

20 Late bids

- 20.1 The procuring entity shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITC/F Clause 19. All late Proposals shall be declared late and rejected. The Consultants/Firm will be notified and must collect their Proposal within 30 days. If the Proposal is not collected within this period it shall be destroyed.

20.2 In the case of electronic bidding, consultants/firm’s quotation will be automatically rejected by the GOJEP system.

Bidders are therefore urged to commence bid upload at least two (2) hours prior to the submission time. The Procuring Entity will not be held liable for bids not submitted on time due to late commencement of bid upload. At the FIRST SIGN of any technical difficulties, bidders must make contact with the Office Of Public Procurement Policy:(876) 932-5220,932-5253,932-5246/5251.

21 Proposals Evaluation

21.1 Subject to provision of Clause 15.1 of the ITC/F, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

21.2 The Consultant/Firm is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Clause 12.6 of

this ITC/F. While evaluating the Proposals, the procuring entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22 Evaluation of Technical Proposals

22.1 The procuring entity shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system as **specified in the Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

23 Public Opening of Financial Proposals

- 23.1 After the technical evaluation is completed, the procuring entity shall notify those Consultants/Firms whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant/Firm's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and contract signing. The procuring entity shall simultaneously notify in writing those Consultants/Firm that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants/Firm sufficient time to make arrangements for attending the opening. The Consultant/Firm's attendance at the opening of the Financial Proposals is optional and is at the Consultant/Firm's choice.
- 23.2 The Financial Proposals shall be opened by the procuring entity in the presence of the representatives of those Consultant/Firms whose Proposals have passed the minimum technical score. At the opening, the names of the Consultant/Firms, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultant/Firms who submitted Proposals.

24 Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

- 24.1 If a Time-Based contract form is included in the RFP, the procuring entity will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the procuring entity shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant/Firm is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC/F 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25 Taxes

25.1 The procuring entity's evaluation of the Consultant/Firm's Financial Proposal shall exclude taxes and duties in Jamaica in accordance with the instructions in the **Data Sheet**.

26 Conversion to a Single Currency

26.1 For evaluation and comparison purposes, the procuring entity shall convert all Proposal prices expressed in amounts in various currencies into an amount in a single freely convertible currency **specified in the Data Sheet**, using the selling exchange rates established by the source and on the date **specified in the Data Sheet**.

27 Combined Quality and cost Evaluation

27.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant/Firm achieving the highest combined technical and financial score will be invited for negotiations.

D. Negotiations and Award

28 Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant/Firm's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant/Firm.

28.2 The procuring entity shall prepare minutes of negotiations that are signed by the procuring entity and the Consultant/Firm's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant/Firm shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12b of the ITC/F. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant/Firm's Proposal and the procuring entity proceeding to negotiate the contract with the next-ranked Consultant/Firm.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant/Firm, including but not limited to death or medical incapacity. In such case, the Consultant/Firm shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the procuring entity's inputs, the special conditions of the contract, and finalizing the "Description of Consulting Services" part of the contract. These

discussions shall not substantially alter the original scope of consulting services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

- 28.6 The negotiations include the clarification of the Consultant/Firm's tax liability in Jamaica and how it should be reflected in the contract.
- 28.7 If the technique included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the procuring entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the procuring entity

29 Conclusion of Negotiations

- 29.1 The negotiations are concluded with a review of the finalized draft contract, which then shall be initialed by the procuring entity and the Consultant/Firm's authorized representative.
- 29.2 If the negotiations fail, the procuring entity shall inform the Consultant/Firm in writing of all pending issues and disagreements and provide a final opportunity to the Consultant/Firm to respond. If disagreement persists, the procuring entity shall terminate the negotiations informing the Consultant/Firm of the reasons for doing so. The procuring entity will invite the next-ranked Consultant/Firm to negotiate a contract. Once the procuring entity commences negotiations with the next-ranked Consultant, earlier negotiations cannot be reopened.

30 Award of Contract

- 30.1 On conclusion of the negotiations and prior to the expiration of the period of Proposal validity, the procuring entity shall notify all Consultants/Firms, in writing, of the determination of the successful Proposal including all the information required by Section 44(2) of the Public Procurement Act.
- 30.2 The date of the notification under ITC/F Sub-Clause 30.1 establishes the commencement of the standstill period specified in the Data Sheet. During this time Consultant/Firms may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their consulting services were not selected.
- 30.3 On the expiry of the standstill period the procuring entity shall send the successful Consultant/Firm the initialed draft contract.
- 30.4 The successful Consultant/Firm shall return the signed contract within 28 days from the date of the Letter of Acceptance and shall sign, date, and return to the procuring entity the signed Contract Agreement.
- 30.5 On receipt of the signed Contract Agreement the procuring entity will immediately notify in writing all unsuccessful Consultant/Firms, of the final results of the bidding process.
- 30.6 Following signature of the Contract Agreement, the procuring entity shall publish, in the manner prescribed by the Office, the results, identifying the name of the Consultant/Firm, the contract price and the contract number.

- 30.7 The Consultant/Firm is expected to commence the assignment on the date and at the location **as specified in the Data Sheet.**

Section 2. Data Sheet

i. General Provisions	
ITC 2.1	<p>The procuring entity is: <i>Development Bank of Jamaica Limited (DBJ)</i></p> <p>The name and identification number of the RFP are: <i>Consultancy for a Legal Counsel to the DBJ in finalizing the selection of a Fund Manager(s) and to provide Support during the establishment of the SME Fund(s) in Jamaica / DBJ-022/06</i></p> <p>Method of selection: <i>Quality and Cost- Based Selection (QCBS)</i></p>
ITC 2.2	The name of the Project is THE SERVE JAMAICA PROGRAMME
ITC 2.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: <i>Consultancy for a Legal Counsel to the DBJ in finalizing the selection of a Fund Manager(s) and to provide Support during the establishment of the SME Fund(s) in Jamaica</i></p>
ITC 2.4	<p>A pre-Proposal conference will be held: No</p> <p>Date of pre-Proposal conference: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p> <p>Contact person/conference coordinator: <i>Not Applicable</i></p>
ITC 2.5	The procuring entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Not Applicable</i>
ii. Preparation of Proposals	
ITC 10.1	<p>The Proposal shall comprise the following:</p> <p><u>[For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p style="padding-left: 40px;"><u>1st Inner Envelope with the Technical Proposal:</u></p> <p style="padding-left: 40px;">(1) Power of Attorney to sign the Proposal</p> <p style="padding-left: 40px;">(2) TECH-1</p> <p style="padding-left: 40px;">(3) TECH-2</p> <p style="padding-left: 40px;">(4) TECH-3</p> <p style="padding-left: 40px;">(5) TECH-4</p> <p style="padding-left: 40px;">(6) TECH-5</p> <p style="padding-left: 40px;">(7) TECH-6</p>
ITC 11.2	Participation of Sub-Consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
ITC 12.1	Proposals must remain valid for 90 calendar days after the Proposal submission deadline of Monday, April 11, 2022, at 3:00 p.m.

ITC 13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: : Project Coordinator, Private Capital Unit</p> <p>E-mail: accesstofinance@dbankjm.com</p>
ITC 14.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
ITC 14.2	Estimated input of Key Experts' time-input: <u>12</u> person-months.
ITC 15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP <u>✓</u></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the Ref requirements.</p>
ITC 16.1	<p><i>Associated cost for the assignment should be indicated in the FIN forms:</i></p> <p>(1) <i>cost of reports production and delivering to the Client;</i></p> <p>(2) <i>other associated cost where applicable</i></p>
ITC 16.2	A price adjustment provision applies to remuneration rates: No
iii. Submission, Opening and Evaluation	
ITC 17.1	<p>The Consultants shall have the option of submitting their Proposals electronically.</p> <p>The electronic submission procedures shall be via email accesstofinance@dbankjm.com on/before Monday, April 11, 2022, at 3:00 p.m. (local time).</p> <p>The Consultant must submit soft copy as follow:</p> <p>(a) Technical Proposal: one (1) original</p> <p>(b) Financial Proposal: one (1) original.</p>
ITC 17.5	<p>The Consultant must submit hard copy as follow:</p> <p>(a) Technical Proposal: one (1) original and one (1) copy</p> <p>(b) Financial Proposal: one (1) original.</p>

ITC 17.6 and ITC 17.8	<p>The Proposals must be submitted no later than: Date: <i>Monday, April 11, 2022</i> Time: 3:00 pm local time The Proposal submission address is</p> <p style="text-align: center;">Project Coordinator Consultancy for a Legal Counsel to the DBJ in finalizing the selection of a Fund Manager(s) and to provide Support during the establishment of the SME Fund(s) in Jamaica THE SERVE JAMAICA PROGRAMME Private Capital Unit Development Bank of Jamaica 11a-15 Oxford Road, Kingston 5</p>																
ITC 19.2	<p>An online option of the opening of the Technical Proposals is offered: Yes The opening shall take place at: same as the Proposal submission address Date: : <i>Monday, April 11, 2022</i> Time: 3:30 pm local time The online opening procedure shall be, undertaken via Microsoft Teams. Consultants must indicate via email accesstofinance@dbankjm.com on /before April 8, 2022 at 3pm (local time), the name(s) and email address (es) of the designated representative to part take in the online opening via Microsoft Teams.</p>																
ITC 19.3	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals <i>Not Applicable</i></p>																
ITC 22.1 <i>[for FTP]</i>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Years of Experience in the Industry</td><td style="text-align: right;">(maximum 10 points)</td></tr> <tr> <td colspan="2"> (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td></tr> <tr> <td></td><td style="text-align: right;">(maximum 45 points)</td></tr> <tr> <td>a) Technical approach and methodology</td><td style="text-align: right;"><i>[20 points]</i></td></tr> <tr> <td>b) Work plan</td><td style="text-align: right;"><i>[20 points]</i></td></tr> <tr> <td>c) Organization and staffing</td><td style="text-align: right;"><i>[5 points]</i></td></tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td><td style="text-align: right;"><i>[45 points]</i></td></tr> </tbody> </table>		<u>Points</u>	(i) Years of Experience in the Industry	(maximum 10 points)	 (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:			(maximum 45 points)	a) Technical approach and methodology	<i>[20 points]</i>	b) Work plan	<i>[20 points]</i>	c) Organization and staffing	<i>[5 points]</i>	Total points for criterion (ii):	<i>[45 points]</i>
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	<p>(iii) Key Experts qualifications and competence for the assignment:</p> <p>a) Team Leader <u>[15 points]</u></p> <p>b) <i>Other Professionals - General Qualifications</i> <u>[8 points]</u></p> <p>c) <i>Participation by nationals among proposed Key Experts</i> <u>[2 points]</u></p> <p style="text-align: right;">Total points for criterion (iii): <u>[25]</u></p> <p>(iv) Number of Similar Assignments (maximum 10 points)</p> <p>(v) Client References - four (4) points for each Employer Reference (maximum 8 points)</p> <p style="text-align: right;">Total weight: 100%</p> <p style="text-align: right;">Total points for the five criteria: <u>100]</u></p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 70</p>
ITC 25.1	<p>For the purpose of the evaluation, the procuring entity will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of consulting services rendered by non-resident experts in Jamaica. If a contract is awarded, at contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the procuring entity on behalf of the Consultant.</p>
ITC 26.1	<p>The single freely convertible currency for the conversion of all prices expressed in various currencies into a single one is: <u>USD</u></p> <p>The official source of the selling (exchange) rate is: <u>Bank of Jamaica</u></p> <p>The date of the exchange rate is: no later than Monday, April 11, 2022, at 3:00 p.m.</p>
ITC 27.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80, and</p> <p>P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
iv. Submission, Opening and Evaluation	

ITC 28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: Tuesday, May 20, 2022</p> <p>Address:</p> <p>Development Bank of Jamaica Limited</p> <p>11a-15 Oxford Road, Kingston 5</p> <p>Via Microsoft Teams</p>
ITC 30.1	The “standstill” period shall be for <u>10</u> days.
ITC 30.7	<p>Expected date for the commencement of the consulting services:</p> <p>Date: <i>June 1, 2022</i> at: Development Bank of Jamaica Limited</p>

Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets [] throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

Checklist of Required Forms

FORM	DESCRIPTION		Page Limit	All
FTP				
/	TECH-1	Technical Proposal Submission Form.		
/	TECH-2	Consultant's Organization and Experience.		
/	TECH-2A	A. Consultant's Organization		
/	TECH-2B	B. Consultant's Experience		
/	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring entity.		
/	TECH-3A	A. On the Terms of Reference		
/	TECH-3B	B. On the Counterpart Staff and Facilities		
/	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment		
/	TECH-5	Work Schedule and Planning for Deliverables		
/	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)		

pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: *[Name and address of procuring entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].*

[If the Consultant/Firm is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: *[Insert a list with full name and the legal address of each member, and indicate the lead member.]* We have attached a copy *[insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"]* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant/Firm's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: *[Insert a list with full name and address of each Sub-consultant.]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the procuring entity.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC/F 3.
- (d) We meet the eligibility requirements as stated in ITC/F 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to prohibited practices as per ITC/F 5.
- (e) We have paid all taxes, duties, fees and other impositions as may be levied in Jamaica and attach a copy of our TCL to this Form.
- (f) We are registered with the Commission and attach a copy of our Certificate of Registration to this Form.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC/F Clause 12 and ITC/F Clause 28.4 may lead to the termination of contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the contract negotiations.
- (i) We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica.

We undertake, if our Proposal is accepted and the contract is signed, to initiate the consulting services related to the assignment no later than the date indicated in Clause 30.7 of the Data Sheet.

We understand that the procuring entity is not bound to accept any Proposal that the procuring entity receives. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful Proposal or after the successful Proposal is accepted if

- (i) the Consultant/Firm presenting the Proposal is disqualified under the Act or the regulations of the Public Procurement Act, 2015;
- (ii) the procurement is cancelled;
- (iii) the Consultant/Firm presenting the successful Proposal is excluded on the grounds of corruption, unfair competition and a conflict of interest; or
- (iv) the procurement, the Proposal or the Consultant/Firm contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

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

Name and Title of Signatory: _____

Name of Consultant/Firm (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached]

Form TECH-2: Consultant/Firm's organization and experience

[For Full Technical Proposal Only]

Form TECH-2: a brief description of the Consultant/Firm's organization and an outline of the recent experience of the Consultant/Firm that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant/Firm's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant/Firm), and the Consultant/Firm's role/involvement.

A - Consultant/Firm's Organization

[1. Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member for this assignment.]

B - Consultant/Firm's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant/Firm was legally contracted as a company or was one of the joint venture partners. Assignments completed by the Consultant/Firm's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant/Firm, or that of the Consultant/Firm's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant/Firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the procuring entity.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$)/ Amount paid to your firm	Role on the Assignment
<i>[e.g., Jan.2016-Apr.2017]</i>	<i>[e.g., "Improvement quality of.....": designed master plan for rationalization of;]</i>	<i>[e.g., Ministry of, country]</i>	<i>[e.g., US\$1 mill/US\$0.5 mil]</i>	<i>[e.g., Lead partner in a JV A&B&C]</i>
<i>[e.g., Jan-May 2017]</i>	<i>[e.g., "Support to sub-national government....." : drafted secondary level regulations on.....]</i>	<i>[e.g., municipality of....., country]</i>	<i>[e.g., US\$0.2 mil/US\$0.2 mil]</i>	<i>[e.g., sole Consultant]</i>

Form TECH-3: Comments and suggestions on the Terms of Reference, counterpart staff, and facilities to be provided by the Procuring entity

[For Full Technical Proposal Only]

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the procuring entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

[Include comments on counterpart staff and facilities to be provided by the procuring entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

Form TECH-4: Description of approach, methodology, and work plan in responding to the Terms of Reference

[For Full Technical Proposal Only]

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

[Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing]

- a) **Technical Approach and Methodology.** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]*
- b) **Work Plan.** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the procuring entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing.** *[Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]*

Form TECH-5: Work schedule and planning for deliverables

[For Full Technical Proposal]

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the procuring entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6: Team composition, assignment, and key experts' inputs

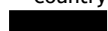
[For Full Technical Proposal]


N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]	[1.0]								
			[Field]	[0.5 m]		[2.5]	[0]								
K-2															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

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

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

 Full time input

 Part time input

Form TECH-6 Curriculum Vitae (CV)

[CONTINUED]

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved]	

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the procuring entity, and/or sanctions by the Government.

[day/month/year]

Name of Expert
Date

Signature

[day/month/year]

Name of authorized
Date

Signature

Representative of the Consultant

[the same who signs the Proposal]

	Yes	No
(i) This CV correctly describes my qualifications and experience	<input type="checkbox"/>	<input type="checkbox"/>
(ii) I am employed by the procuring entity	<input type="checkbox"/>	<input type="checkbox"/>
(iii) I was part of the team who wrote the terms of reference for this consulting services assignment	<input type="checkbox"/>	<input type="checkbox"/>

I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

OR

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

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

Client Reference Form

The bidder will provide the information in the suggested format below. Each Employer reference must be submitted in the Technical Proposal. Please affix company stamp.

Referral for (Name of Company):

 Name of Organization: _____ Tel. # _____

 Name: _____ Title: _____

 Address: _____

Contract Period: _____

Summary of Project:

Performance Rating:

i. Excellent _____

ii. Good _____

iii. Satisfactory _____

iv. Unsatisfactory _____

Other Comments:

Signature: _____

Section 4. Financial Proposal - Standard Forms

[Notes to Consultant/Firm shown in brackets [] provide guidance to the Consultant/Firm to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates”
FIN-4	Reimbursable expenses

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of procuring entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. The estimated amount of local indirect taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and contract execution, paid if we are awarded the contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose
_____	_____	_____
_____	_____	_____
_____	_____	_____

[If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, contract execution.”]

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

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

Form FIN-2: Summary of Costs

Item	Cost			
	<i>[Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used]</i>			
	<i>[Insert Foreign Currency # 1]</i>	<i>[Insert Foreign Currency # 2, if used]</i>	<i>[Insert Foreign Currency # 3, if used]</i>	<i>[Insert Local Currency, if used and/or ...]</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: <i>[Should match the amount in Form FIN-1]</i>				
Indirect Local Tax Estimates - to be discussed and finalized at the negotiations if the Contract is awarded				
(i) <i>[insert type of tax e.g., VAT or sales tax]</i>				
(ii) <i>[e.g., income tax on non-resident experts]</i>				
(iii) <i>[insert type of tax]</i>				
Total Estimate for Indirect Local Tax: _____				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

Form FIN-3 Breakdown of Remuneration

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

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person- month Remunera tion Rate	Time Input in Person/Month (from TECH-6)	[Currenc y # 1- as in FIN-2]	[Currency # 2- as in FIN-2]	[Currency# 3- as in FIN- 2]	[Local Currency- as in FIN- 2]
—	Key Experts							
K-1			[Home]					
			[Field]					
K-2								
—	Non-Key Experts							
N-1			[Home]					
N-2			[Field]					
	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical Proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the contract. If the RFP requests submission of the financial Proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The procuring entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the procuring entity is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-

earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The procuring entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant/Firm:

Country:

Assignment:

Date:

Consultant/Firm's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant/Firm's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant/Firm has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant/Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant/Firm's Representations Regarding Costs and Charges
(Model Form I)

(Expressed in *[insert name of currency*]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Y ear	Social Charge s ¹	Overhea d ¹	Subtot al	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Ho ur	Proposed Fixed Rate per Working Month/Day/Ho ur ¹
Home Office									
Jamaica									

* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Form FIN-4 Breakdown of Reimbursable Expenses*

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

B. Reimbursable Expenses _____								
N °	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	[Currency # 1- as in FIN-2]	[Currency # 2- as in FIN-2]	[Currency# 3- as in FIN-2]	[Local Currency- as in FIN-2]
	[e.g., Per diem	[Day]						
	[e.g., International flights]	[Ticket]						
	[e.g., In/out airport transportation]	[Trip]						
	[e.g., Communication costs between Insert place and Insert place]							
	[e.g., reproduction of							
	[e.g., Office rent]							
							
	[Training of the procuring entity's personnel - if required in TOR]							
Total Costs								

Legend:

Section 5. Terms of Reference

PRIVATE EQUITY/ VENTURE CAPITAL EXPERT – LEGAL COUNSEL

Private Capital Unit

Consultancy for a Legal Counsel to the DBJ in finalizing the selection of a Fund Manager(s) and to provide Support during the establishment of the SME Fund(s) in Jamaica

I. Background

The GOJ has recognized that the private equity markets play a key role in providing financing and other support to businesses. With the focus on recovery of the business environment, post-COVID, the GOJ seeks to collaborate with eligible private capital funds to provide smart financing to SMEs.

The GOJ will contribute capital, of up to J\$1 billion, as an investment in each of two (2) funds which will, in turn, provide risk capital for SMEs with high growth potential and with a locus of activity in Jamaica. Access to risk capital along with capacity building from a professional fund manager is expected to allow these investees to achieve higher levels of growth and productivity, and contribute, where possible, to job growth in their sectors. Private investors will be required to invest at least twice the amount invested in the respective Fund(s) by the GOJ, represented by DBJ. DBJ will invest a total of J\$2 billion in the Fund(s), and private investors will, in aggregate, commit at least J\$4 billion in matching funds.

Key features of each Fund are expected to be: (i) Fund focus; minimum J\$3 billion invested in Jamaican SMEs (ii) management by a private fund manager; (iii) co-investment by other investors including private investors; (iv) no government participation on the Investment Committee or on the Board of Directors of the fund or fund manager; (v) fund life of 10 years extendable by an additional period of not more than 5 years; (vi) targeted enterprises are SMEs, as nationally defined, that are ‘established’, i.e. enterprises with sustained positive cash flow and a growing customer base, which require infusion of growth equity to expand their business; (vii) estimated ticket sizes of J\$15 million to J\$300 million and (viii) provide technical assistance to

SMEs to relieve capacity constraints (viii) fund will be sector-neutral in its investment strategy, however sector specific funds may be considered.

II. Objective

These terms of reference (TORs) focus on supporting the DBJ in selecting a well-qualified Fund Manager(s), establishing the SME Fund(s), and providing legal advice to the DBJ as an investor in the SME Fund(s). The selection process for hiring the Fund Manager(s) will have already been initiated and the Legal Counsel (LC), after on-boarding shall provide support to the team on the remaining steps of the Selection and the establishment of the SME Fund(s). The LC will advise the DBJ on the terms for setting up the SME Fund(s), competitively selecting an experienced Fund Manager(s) for the SME Fund(s), the development of the term sheet for the SME Fund(s) and on its participation as an Anchor Investor in the Fund(s).

Note: The Fund Manager(s) shall be responsible for structuring and formation of the Fund within the scope of the Call for Proposal, and in alignment with appropriate GOJ (or equivalent authorities) legal/regulatory guidelines and Procurement Policies. The Fund Manager(s) will obtain its own legal counsel to assist with the Fund(s) formation and preparation of Fund(s) documents, such as the subscription agreement, fund documentation, side letter etc. The Fund Manager(s) and potential investors will undergo a due diligence process before participating in the Fund(s).

III. The scope of responsibilities for the LC would include, inter alia:

- I. The LC will advise the DBJ on the selection of an experienced SME Fund Manager(s) in accordance with GOJ Procurement Policies, including on the preparation/review and signing of a contract with the selected Fund Manager(s) based on terms and conditions acceptable to DBJ.
- II. The LC will advise the DBJ in its role as an Anchor Investor in the SME Fund(s). This shall also include advising the DBJ during the establishment and operationalization of the SME Fund(s), including on the ambit of applicable tax and securities laws, regulations and guidelines. The LC will consider key factors, including (i) the aim of the SME, project to mobilize private capital to co-invest in the Fund; (ii) the need for strong governance arrangements in alignment with

- industry standards; (iii) that the GOJ/DBJ cannot participate in the investment committee or in investment related decision making in any form.
- III. The LC will advise the DBJ on the governance structure of the SME Fund(s) in alignment with private equity/venture capital industry standards.
 - IV. The LC will assist the DBJ with the legal due diligence, and the review, negotiations and signing of the key SME Fund(s) documentation, such as the subscription agreement, fund documentation, side letter, and the DBJ policy requirements (including integrity, tax and ESG). The LC would be expected to coordinate and communicate with the Stakeholders as adviser to the DBJ regarding the SME Fund(s).
 - V. The LC will advise DBJ on the preparation/review of the Operational Manual. A draft Operational Manual shall be prepared/review in parallel to the recruitment of the SME FUND Manager(s), and a final version of the Operational Manual will need to be prepared following the selection of the Fund Manager to allow for the incorporation of the fund manager's inputs.
 - VI. Any other related task assigned by DBJ.
 - VII. Travel Requirements: The field-visits and tours may not be required; however, meetings via Microsoft Teams and Zooms etc. may be use as per the project requirements.

IV. Expected Effort and Deliverables

1. The Legal Counsel is expected to perform the above-mentioned tasks on an ongoing basis during the term of his/her assignment, to the satisfaction of the Private Capital Project Coordinator.

2.

Deliverables	DATES
Deliverable 1. Advisory services to the DBJ in finalizing the selection of a SME Fund Manager(s). These services include, but are not limited to:	2 months of contract

<ul style="list-style-type: none"> • The selection of an experienced SME Fund Manager(s) in accordance with approved <i>DBJ</i> Guidelines • The preparation/review and signing of a contract with the selected Fund Manager(s) on terms and conditions acceptable to both the DBJ. 	
Deliverable 2. Advisory services to the DBJ on its role as an Anchor Investor in the SME Fund(s) and on the governance structure of the SME Fund(s) in accordance with PE/VC industry standards	3-4 months of contract
Deliverable 3. Advisory services to the DBJ on the development of the investment term sheet and related documents that will govern the SME Fund(s) investments	4-5 months of contract
Deliverable 4: Support to the DBJ with the legal due diligence, and the review, negotiations and signing of the key fund documentation, such as the subscription agreement, side letters, and the <i>GOJ</i> policy requirements	6 -7 months of contract
Deliverable 5: Support and Advisory services to the DBJ in preparation /review and finalizing Operational Manuals for the SME Fund(s)	8 -9 months of contract

V. Qualifications (The LC will need to have the following expertise):

Educational Qualification: The LC must possess a Post-Graduate/Master's degree in Law with specialization in Investment Banking, Development Economics, Management or a closely related field.

Working Experience, Qualifications and Skills:

- 10-15 years of fund formation or related private equity/venture capital funds experience in private practice (or related legal experience), preferably within developing /emerging markets, with a focus on PE/VC.
- Significant work exposure to the legal aspects of venture capital funds in the Caribbean and should have a strong knowledge of Caribbean region and Jamaica's guidelines and tax laws/guidelines related to the setup of venture capital funds.
- Experience working in complex, multi stakeholder, fast moving environment and ability to work under pressure, respect strict deadlines and multi-tasking
- Experience working in projects funded by national/international Development Finance Institutions or Multilateral Development Banks is an advantage

- Strong writing and communication skills in English.

VI. Contract Duration and Reporting Procedures

The contract duration will be for 9 months initially and may be extended beyond this term, subject to the DBJ satisfaction.

The LC will report to the Project Coordinators, Private Capital Unit and the Access to Finance Project, in DBJ and will liaise with DBJ staff assigned to contribute to the project

VII. Indicative Payment Terms

1. Deliverable 1 (20%)
2. Deliverable 2 (20%)
3. Deliverable 3 (20%)
4. Deliverable 4 (20%)
5. Deliverable 5 (20%)

PART II

Section 6. Conditions of Contract

Foreword

1. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the consulting services and the required output of the Consultant/Firm are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant/Firm's outputs by the procuring entity is paramount.

STANDARD FORM OF CONTRACT

CONSULTANT'S SERVICES: LUMP-SUM

Preface

1. The standard contract form consists of four parts: the Form of Contract to be signed by the procuring entity and the Consultant/Firm, the General Conditions of Contract (GCC), including the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

between

[Name of the procuring entity]

and

[Name of the Consultant/Firm]

Dated: _____

I. Form of Contract - Lump-Sum

[Text in brackets [] is indicative of required project-specific information; all notes should be deleted in the final text]

This CONTRACT (hereinafter called the “contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of procuring entity]* (hereinafter called the “procuring entity”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “procuring entity”) and, on the other hand, a JV *[Name of JV]* consisting of the following entities, each member of which will be jointly and severally liable to the procuring entity for all the Consultant’s obligations under this contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the procuring entity has requested the Consultant to provide certain consulting services as defined in this contract (hereinafter called the “consulting services”);
- (b) the Consultant, having represented to the procuring entity that it has the required professional skills, expertise and technical resources, has agreed to provide the consulting services on the terms and conditions set forth in this contract;
- (c) the procuring entity has received public funds towards the cost of the consulting services;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this contract shall include, where the context permits, a reference to its Appendices.
2. The mutual rights and obligations of the procuring entity and the Consultant/Firm shall be as set forth in the contract, in particular:
 - (a) the Consultant/Firm shall carry out the consulting services in accordance with the provisions of the contract; and
 - (b) the procuring entity shall make payments to the Consultant/Firm 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 and on behalf of *[Name of procuring entity]*

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

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

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

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached].

For and on behalf of each of the members of the Consultant/Firm *[insert the Name of the JV]*

[Name of the lead member]

[Authorized Representative on behalf of a JV]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract - Lump Sum

A. General Provisions

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in Jamaica, as they may be issued and in force from time to time.
 - (b) “procuring entity” means the executing agency that signs the contract for the services with the selected Consultant.
 - (c) “Consultant” means a legally-established professional consulting firm or entity selected by the procuring entity to provide the services under the signed contract.
 - (d) “consulting services” means consulting services provided by a person or firm as a consultant that are of an intellectual, research, technical or advisory nature and the services to be performed by the Consultant pursuant to the contract.
 - (e) “contract” means the legally binding written agreement signed between the procuring entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (f) “Day” means a working day unless indicated otherwise.
 - (g) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause GCC 11.
 - (h) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
 - (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the services or any part thereof under the contract.
 - (j) “Foreign Currency” means any currency other than the currency of the procuring entity’s country.
 - (k) “GCC” mean these General Conditions of Contract.
 - (l) “Government” means the government of Jamaica or “GoJ”.
 - (m) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
 - (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the procuring entity for the performance of the contract.
 - (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the services under

the contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's Proposal.

- (p) "Local Currency" means the currency of Jamaica.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the services or any part thereof under the contract.
- (r) "Party" means the procuring entity or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "Procurement Review Board" or "Review Board" means the body established in accordance with Section 50 of the Act.
- (t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) "services" means any object of procurement other than goods and works, and includes consulting services.
- (v) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the services while remaining solely liable for the execution of the contract.
- (w) "Third Party" means any person or entity other than the Government, the procuring entity, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the procuring entity and the Consultant. The Consultant/Firm, subject to this contract, has complete charge of the Experts and Sub-consultants, if any, performing the consulting services and shall be fully responsible for the consulting services performed by them or on their behalf hereunder

3. Law Governing Contract

- 3.1 This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

- 4.1 This contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

5. Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this contract.

6. Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

- 7.1 The consulting services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the procuring entity may approve.

8. Authority of Member in Charge

- 8.1 In case the Consultant/Firm is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant/Firm's rights and obligations towards the procuring entity under this contract, including without limitation the receiving of instructions and payments from the procuring entity.

9. Authorized Representatives

- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the procuring entity or the Consultant/Firm may be taken or executed by the officials specified in the **SCC**.

10. Fraud and Corruption

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

- 10.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.

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

- (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
- (b) have their Proposal rejected if it is determined that the Proposal or Consultant/Firm is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica
- (c) risk other sanctions provided for in the Act or the regulations.

i. Commissions and Fees

- 10.4 The procuring entity requires the Consultant/Firm to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the contract and/or sanctions by the procuring entity.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

- 11.1 This contract shall come into force and effect on the date (the "Effective Date") of the procuring entity's notice to the Consultant/Firm instructing the Consultant/Firm to begin carrying out the consulting services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

- 12.1 If this contract has not become effective within such time period after the date of contract signature as specified in the **SCC**, either Party may, by not less than twenty

two (22) days written notice to the other Party, declare this contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

- 13.1 The Consultant/Firm shall confirm availability of Key Experts and begin carrying out the consulting services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

- 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

- 15.1 This contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

- 16.1 Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the consulting services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

- 17.1 For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

- 17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

c. Measures to be Taken

- 17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7 Any period within which a Party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8 During the period of their inability to perform the consulting services as a result of an event of Force Majeure, the Consultant/Firm, upon instructions by the procuring entity, shall either:
 - (a) demobilize, in which case the Consultant/Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the consulting services; or
 - (b) continue with the consulting services to the extent reasonably possible, in which case the Consultant/Firm shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

- 18.1 The procuring entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant/Firm hereunder if the Consultant/Firm fails to perform any of its obligations under this contract, including the carrying out of the consulting services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant/Firm to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant/Firm of such notice of suspension.

19. Termination

- 19.1 This contract may be terminated by either Party as per provisions set up below:
 - a. By the procuring entity**
 - 19.1.1. The procuring entity may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the procuring entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant/Firm in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
 - (a) If the Consultant/Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant/Firm becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt

or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant/Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant/Firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days;
- (e) If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this contract;
- (f) If the Consultant/Firm fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if it is determined that the Consultant/Firm has engaged under the Applicable Law in fraud and corruption, as defined in GCC Clause 10, in competing for or in executing the contract, then the procuring entity may, after giving fourteen (14) calendar days written notice to the Consultant/Firm, terminate the Consultant/Firm's employment under the contract.

b. By the Consultant

19.1.3. The Consultant/Firm may terminate this contract, by not less than thirty (30) calendar days' written notice to the procuring entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the procuring entity fails to pay any money due to the Consultant/Firm pursuant to this contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant/Firm that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant/Firm is unable to perform a material portion of the consulting services for a period of not less than sixty (60) calendar days.
- (c) If the procuring entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the procuring entity is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant/Firm may have subsequently approved in writing) following the receipt by the procuring entity of the Consultant/Firm's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant/Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of consulting services

19.1.5. Upon termination of this contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant/Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the consulting 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. With respect to documents prepared by the Consultant/Firm and equipment and materials furnished by the procuring entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this contract, the procuring entity shall make the following payments to the Consultant/Firm:

- (a) Payment for consulting services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant/Firm

20. General

a. Standard of Performance

- 20.1 The Consultant/Firm shall perform the consulting services and carry out the consulting services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant/Firm shall always act, in respect of any matter relating to this contract or to the consulting services, as a faithful adviser to the procuring entity, and shall at all times support and safeguard the procuring entity's legitimate interests in any dealings with the third Parties.
- 20.2 The Consultant/Firm shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the consulting services.
- 20.3 The Consultant/Firm may subcontract part of the consulting services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the procuring entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the consulting services.

b. Law Applicable to Services

- 20.4 The Consultant/Firm shall perform the consulting services in accordance with the contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the contract, the Consultant/Firm shall comply with the import of goods and services prohibitions in Jamaica when
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's

Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- 20.6 The procuring entity shall notify the Consultant/Firm in writing of relevant local customs, and the Consultant/Firm shall, after such notification, respect such customs.

21. Conflict of Interest

- 21.1 The Consultant/Firm shall hold the procuring entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant/Firm Not to Benefit from Commissions, Discounts, etc.

- 21.1.1. The payment of the Consultant/Firm pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this contract and, subject to Clause GCC 21.1.3, the Consultant/Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations hereunder, and the Consultant/Firm shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- 21.1.2. Furthermore, if the Consultant/Firm, as part of the consulting services, has the responsibility of advising the procuring entity on the procurement of goods, works or services, the Consultant/Firm shall comply with the applicable policies of the Government of Jamaica, and shall at all times exercise such responsibility in the best interest of the procuring entity. Any discounts or commissions obtained by the Consultant/Firm in the exercise of such procurement responsibility shall be for the account of the procuring entity.

b. Consultant and affiliates Not to Engage in Certain Activities

- 21.1.3. The Consultant/Firm agrees that, during the term of this contract and after its termination, the Consultant/Firm and any entity affiliated with the Consultant/Firm, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant/Firm's consulting services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

- 21.1.4. The Consultant/Firm shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

d. Strict Duty to Disclose Conflicting Activities

- 21.1.5. The Consultant/Firm has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their procuring entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant/Firm or the termination of its contract.

22. Confidentiality

- 22.1 Except with the prior written consent of the procuring entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the consulting services, nor shall the Consultant/Firm and the Experts make public the recommendations formulated in the course of, or as a result of, the consulting services.

23. Liability of the Consultant

- 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this contract shall be as determined under the Applicable Law.

24. Insurance to be Taken by the Consultant

- 24.1 The Consultant/Firm (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the procuring entity, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the procuring entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant/Firm shall ensure that such insurance is in place prior to commencing the consulting services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

- 25.1 The Consultant/Firm shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the consulting services, and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant/Firm shall permit and shall cause its Sub-consultants to permit, the procuring entity and/or persons appointed by the procuring entity to inspect the Site and/or all accounts and records relating to the performance of the contract and the submission of the Proposal to provide the consulting services, and to have such accounts and records audited by auditors appointed by the procuring entity if requested by the procuring entity. The Consultant/Firm's attention is drawn to Clause GCC 10.4 which provides, inter alia, that acts intended to materially impede the exercise of the procuring entity's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Government's prevailing sanctions procedures.)

26. Reporting Obligations

- 26.1 The Consultant/Firm shall submit to the procuring entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said **Appendix**.

27. Proprietary Rights of the procuring entity in Reports and Records

- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant/Firm for the procuring entity in the course of the consulting services shall be confidential and become and remain the absolute property of the procuring entity. The Consultant/Firm shall, not later than upon termination or expiration of this contract, deliver all such documents to the procuring entity, together with a detailed inventory thereof. The Consultant/Firm may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this contract without prior written approval of the procuring entity.

- 27.2 If license agreements are necessary or appropriate between the Consultant and third Parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant/Firm shall obtain the procuring entity's prior written approval to such agreements, and the procuring entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant/Firm by the procuring entity, or purchased by the Consultant/Firm wholly or partly with funds provided by the procuring entity, shall be the property of the procuring entity and shall be marked accordingly. Upon termination or expiration of this contract, the Consultant/Firm shall make available to the procuring entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the procuring entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant/Firm, unless otherwise instructed by the procuring entity in writing, shall insure them at the expense of the procuring entity in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant/Firm or its Experts into Jamaica for the use either for the project or personal use shall remain the property of the Consultant/Firm or the Experts concerned, as applicable.

D. Consultant/Firm's Experts and Sub-Consultants

29. Description of Key Experts

- 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the consulting services of each of the Consultant/Firm's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

- 30.1 Except as the procuring entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during contract execution may be considered only based on the Consultant/Firm's written request and due to circumstances outside the reasonable control of the Consultant/Firm, including but not limited to death or medical incapacity. In such case, the Consultant/Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

- 31.1 If the procuring entity finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the procuring entity determine that Consultant/Firm's Expert or Sub-consultant have engaged in fraudulent or corrupt practice in accordance with the Applicable Law while performing the consulting services, the Consultant/Firm shall, at the procuring entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the procuring entity to be incompetent or incapable in discharging assigned duties, the procuring entity, specifying the grounds therefore, may request the Consultant/Firm to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to procuring entity.

- 31.4 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the procuring entity.

E. Obligations of the procuring entity

32. Assistance and Exemptions

- 32.1 Unless otherwise specified in the SCC, the procuring entity shall use its best efforts to:
- (a) Assist the Consultant/Firm with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the consulting services.
 - (b) Assist the Consultant/Firm with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Jamaica while carrying out the consulting services under the contract.
 - (c) Facilitate prompt clearance through customs of any property required for the consulting services and of the personal effects of the Experts and their eligible dependents.
 - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the consulting services.
 - (e) Assist the Consultant/Firm and the Experts and any Sub-consultants employed by the Consultant/Firm for the consulting services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in Jamaica according to the Applicable Law.
 - (f) Assist the Consultant/Firm, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law, of bringing into Jamaica reasonable amounts of foreign currency for the purposes of the consulting services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the consulting services.
 - (g) Provide to the Consultant/Firm any such other assistance as may be specified in the SCC.

33. Access to Project Site

- 33.1 The procuring entity warrants that the Consultant/Firm shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the consulting services. The procuring entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant/Firm and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant/Firm or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

- 34.1 If, after the date of this contract, there is any change in the Applicable Law in Jamaica with respect to taxes and duties which increases or decreases the cost incurred by the Consultant/Firm in performing the consulting services, then the remuneration and reimbursable expenses otherwise payable to the Consultant/Firm

under this contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price amount specified in Clause GCC 38.1.

35. Services, Facilities and Property of the procuring entity

- 35.1 The procuring entity shall make available to the Consultant/Firm and the Experts, for the purposes of the consulting services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

- 36.1 The procuring entity shall make available to the Consultant/Firm free of charge such professional and support counterpart personnel, to be nominated by the procuring entity with the Consultant/Firm's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding procuring entity's liaison personnel, shall work under the exclusive direction of the Consultant/Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant/Firm that is consistent with the position occupied by such member, the Consultant/Firm may request the replacement of such member, and the procuring entity shall not unreasonably refuse to act upon such request.

37. Payment Obligation

- 37.1 In consideration of the consulting services performed by the Consultant/Firm under this contract, the procuring entity shall make such payments to the Consultant/Firm for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. Payments to the Consultant

38. Contract Price

- 38.1 The contract price is fixed and is set forth in the **SCC**. The contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of consulting services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

- 39.1 The Consultant/Firm, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at contract negotiations) are reimbursed to the Consultant/Firm or are paid by the procuring entity on behalf of the Consultant/Firm.

40. Currency of Payment

- 40.1 Any payment under this contract shall be made in the currency(ies) of the contract, unless specified in the **SCC**.

41. Mode of Billing and Payment

- 41.1 The total payments under this contract shall not exceed the contract price set forth in Clause GCC 38.1.

41.2 The payments under this contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1. **Advance payment:** Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the procuring entity in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the procuring entity shall have approved in writing. The advance payments will be set off by the procuring entity in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2. **The Lump-Sum Installment Payments.** The procuring entity shall pay the Consultant/Firm within sixty (60) days after the receipt by the procuring entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the procuring entity does not approve the submitted deliverable(s) as satisfactory in which case the procuring entity shall provide comments to the Consultant/Firm within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3. **The Final Payment.** The final payment under this Clause shall be made only after the final report has been submitted by the Consultant/Firm and approved as satisfactory by the procuring entity. The consulting services shall then be deemed completed and finally accepted by the procuring entity. The last lump-sum installment shall be deemed approved for payment by the procuring entity within ninety (90) calendar days after receipt of the final report by the procuring entity unless the procuring entity, within such ninety (90) calendar day period, gives written notice to the Consultant/Firm specifying in detail deficiencies in the consulting services, the final report. The Consultant/Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this contract shall be made to the accounts of the Consultant/Firm specified in the **SCC**

41.2.4. With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole consulting services nor relieve the Consultant/Firm of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the procuring entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.1.2, interest shall be paid to the Consultant/Firm on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

43. Good Faith

43.1 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.

H. Settlement of Disputes

44. Amicable Settlement

44.1 The procuring entity and the Consultant/Firm shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

44.2 If, after twenty-eight (28) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the procuring entity or the Consultant/Firm may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

44.3 Notwithstanding any reference to arbitration herein,

- a. the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b. the procuring entity shall pay the Consultant/Firm any monies due the Consultant.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
SCC 6.1 and 6.2	<p>The addresses are:</p> <p>procuring entity : _____</p> <p>_____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>_____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
SCC 8.1	<p><i>[Note: If the Consultant/Firm consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant/Firm is a JV consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><i>The Lead Member on behalf of the JV is [insert name of the member]]</i></p>
SCC 9.1	<p>The Authorized Representatives are:</p> <p>For _____ the _____ procuring _____ entity:</p> <p><i>[name, title]</i> _____</p> <p>For the Consultant/Firm:</p> <p><i>[name, title]</i> _____</p>
SCC 11.1	<p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
SCC 12.1	<p>Termination of contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
SCC 13.1	<p>Commencement of consulting services:</p>

	<p>The number of days shall be_____ <i>[e.g.: ten]</i>.</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the procuring entity in writing as a written statement signed by each Key Expert.</p>
SCC 14.1	<p>Expiration of contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months]</i>.</p>
SCC 21.1.3	<p>The procuring entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes_____ No _____</p> <p><i>[If “Yes” is indicated, please include: Such exceptions should comply with the GoJ’s procurement policy provisions on conflict of interest.]</i></p>
SCC 23.1	<p>No additional provisions.</p> <p><i>[OR]</i></p> <p>The following limitation of the Consultant’s Liability towards the procuring entity can be subject to the contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the procuring entity:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the consulting services, the Consultant, with respect to damage caused by the Consultant to the procuring entity’s property, shall not be liable to the procuring entity:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds <i>[insert a multiplier, e.g.: one, two, three]</i> times the total value of the contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the consulting services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert “Applicable Law”, if it is the law of the procuring entity’s country, or insert “Applicable Law in the procuring entity’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of Jamaica]</i>.</p>

	<i>[Notes to the procuring entity and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the contract should be carefully scrutinized by the procuring entity.]</i>
SCC 24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the contract]</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the procuring entity's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the Applicable Law in Jamaica"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the Applicable Law in the procuring entity's country"]</i>;</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the Applicable Law, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the Consultant's property used in the performance of the consulting services, and (iii) any documents prepared by the Consultant in the performance of the consulting services.</p>
SCC 27.1	<i>[Note: If applicable, insert any exceptions to proprietary rights provision_____.]</i>
SCC 27.2	<p><i>[Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><i>[The Consultant shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this contract without the prior written approval of the procuring entity.]</i></p> <p><i>[OR]</i></p> <p><i>[The procuring entity shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this contract without the prior written approval of the Consultant.]</i></p>

	<p><i>[OR]</i></p> <p><i>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this contract without the prior written approval of the other Party.]</i></p>
SCC 32.1 (a) through (f)	<i>[Note: List here any changes or additions to Clause GCC 35.1 or state "none".]</i>
SCC 32.1(g)	<i>[Note: List here any other assistance to be provided by the procuring entity or state "none".]</i>
SCC 38.1	<p>The contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this contract for the consulting services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the procuring entity <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p>
SCC 39.1 and SCC 39.2	<p>The procuring entity warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the contract's negotiations (Form FIN-2, part B "Indirect Local Tax - Estimates"):</i></p> <p><i>[OR]</i></p> <p><i>Depending on whether the procuring entity shall pay the withholding tax or the Consultant has to pay, include the following:</i></p> <p>"the procuring entity shall pay on behalf of the Consultant, the Sub-consultants and the Experts," <i>OR</i> "the procuring entity shall reimburse the Consultant, the Sub-consultants and the Experts"]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of Jamaica), in connection with the carrying out of the consulting services; (b) any equipment, materials and supplies brought into Jamaica by the Consultant or Sub-consultants for the purpose of carrying out the services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the services and paid for out of funds provided by the procuring entity and which is treated as property of the procuring entity; (d) any property brought into Jamaica by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the procuring entity's country), or the eligible dependents of such experts for their personal use and which will

	<p>subsequently be withdrawn by them upon their respective departure from the procuring entity's country, provided that:</p> <ul style="list-style-type: none"> i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of Jamaica in importing property into Jamaica; and ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in Jamaica upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Jamaica, or (b) shall reimburse them to the procuring entity if they were paid by the procuring entity at the time the property in question was brought into Jamaica.
SCC 40.1	The currency(ies) of payment shall be the following:
SCC 41.2	<p>The payment schedule:</p> <p><i>[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Note: Total sum of all installments shall not exceed the contract price set up in SCC38.1.]</i></p>
SCC 41.2.1	<p><i>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ul style="list-style-type: none"> (1) An advance payment <i>[of [insert amount] in foreign currency [and of [insert amount] in local currency]</i> shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the procuring entity. The advance payment will be set off by the procuring entity in equal portions against <i>[list the payments against which the advance is offset]</i>. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.

	(3) The bank guarantee will be released when the advance payment has been fully set off.
SCC 41.2.3	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
SCC 42.1	The interest rate is: <i>[insert rate]</i> .
SCC 44	<p>Amicable Settlement</p> <p>Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the procuring entity and Consultant/Firm by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the Parties will jointly agree, within ten (10) days after the date of expiration of the period in which the Parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the Parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the procuring entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the Parties. If the dispute is not resolved between the Parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the Parties may mutually agree, the mediator shall advise the Parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both Parties.</p> <p>Dispute Settlement</p> <p>In the event of the failure of the mediation between Parties, the mediator will record those verifiable facts that the Parties have agreed. Subsequently the case will be handled by arbitration. The Parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Consultant/Firm shall continue to perform the consulting services in accordance with this contract. Failure to do so shall be considered a breach of contract.</p>

SCC 45.1	<p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p> <p>For contracts with foreign suppliers, any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.</p>
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IV. Appendices

Appendix A - Terms of Reference

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the procuring entity and the Consultant/Firm during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant/Firm will be made; procuring entity's input, including counterpart personnel assigned by the procuring entity to work on the Consultant/Firm's team; specific tasks or actions that require prior approval by the procuring entity.]

Insert the text based on the Section 5 (Terms of Reference) of the ITC in the Ref and modified based on the Forms TECH-1 through TECH-5 of the Consultant/Firm's Proposal. Highlight the changes to Section 5 of the Ref]

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant/Firm's Technical Proposal and finalized at the contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C - Breakdown of Contract Price

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant/Firm's Proposal and reflect any changes agreed at the contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant/Firm has been selected under a technical evaluation weighting of 90 or above the procuring entity shall also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the Ref "Consultant/Firms' Representations regarding Costs and Charges" submitted by the Consultant/Firm to the procuring entity prior to the contract's negotiations.

Should these representations be found by the procuring entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the procuring entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the procuring entity before any such modification, (i) the procuring entity shall be entitled to offset any excess payment against the next monthly payment to the Consultant/Firms, or (ii) if there are no further payments to be made by the procuring entity to the Consultant/Firms, the Consultant/Firms shall reimburse to the procuring entity any excess payment within thirty (30) days of receipt of a written claim of the procuring entity. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final statement approved by the procuring entity in accordance with Clause GCC 45.1(d) of this contract."

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in *[insert name of currency]*)*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Ye ar	Social Charges ¹	Overhea d ¹	Subtota l	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hou r	Agreed Fixed Rate per Working Month/Day/Hou r ¹
Home Office									
Work in the procuring entity's Country									

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

Appendix D - Form of Advance Payments Guarantee

[The bank, as requested by the successful Consultant/Firm, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Proposal Submission]*

Ref No. and title: *[insert number and title of bidding process]*
[procuring entity's letterhead]

Beneficiary: *[insert legal name and address of procuring entity]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Consultant]* (hereinafter called "the Consultant/Firm") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Consultant/Firm, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Consultant/Firm is in breach of its obligation under the Contract because the Consultant/Firm used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account *[insert number and domicile of the account]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant/Firm as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until *[insert date²]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

[signature(s) of authorized representative(s) of the bank]

¹ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.

² Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."