



**Government
of Jamaica**



REQUEST FOR CURRICULUM VITAE

Issued on: July 21, 2019

for the Services of

***BUSINESS ANALYST CONSULTANT FOR THE MINISTRY
OF LABOUR & SOCIAL SECURITY***

TIU#: TIU/2019/MLSS/3CV-001

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

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



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SECTION 1: INSTRUCTIONS TO CONSULTANTS (ITC)

TENDER#: TIU/2019/MLSS/3CV-001

The Ministry of Labour & Social Security is seeking a Business Analyst to support the development of requirements for and the implementation of a new online web-based Work Permit system for the Ministry of Labour & Social Security that is aligned with business strategies and the needs of stakeholders.

1. An individual will be selected using the **3CV** methodology and procedures described in this ITC, in accordance with the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank (GN-2350-9) and the Government of Jamaica detailed in the “Handbook of Public Sector Procurement Procedures” respectively.
2. We kindly ask that your submission **must include**:
 - Curriculum Vitae;
 - Any other documents proving the Consultant’s experience (sample optional form attached).
3. All documents should be done in PDF format and submitted via the GOJ’s eGovernment Procurement Portal (www.gojep.gov.jm). Registration instructions are available on the website. Consultants may also submit documents via email to:
Email address: procurement@transformation.gov.jm
Email Subject: TIU/2019/MLSS/3CV-001 – Business Analyst for MLSS
4. The deadline for receipt of your submission by the Procuring Entity is **August 4, 2019**.
5. An email confirmation will be sent for all submissions received electronically before the specified deadline. No hard copy document should be submitted. **Late submissions will not be accepted.**
6. All documents submitted should be in English.
7. From the date that the submission is opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to their submission. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Curriculum Vitae, and recommendation for award of Contract may result in the rejection of the Consultants’ submissions.
8. The evaluation committee, appointed by the Client, evaluates the CVs based on their responsiveness to the Terms of Reference.
9. Individuals may request clarifications of any of the attached documents up to (and including **three (3) working days** before the submission date; consequently, the deadline for clarification is **July 31, 2019**. Request for clarification must be via the eGP Portal OR via email to:
Email address: procurement@transformation.gov.jm
Email Subject: TIU/2019/MLSS/3CV-001 – Business Analyst for MLSS
10. The Client will post clarification responses on the eGP website (www.gojep.gov.jm) and <http://www.mof.gov.jm>. The response will include an explanation of the query (without identifying the source of inquiry).

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11. At any time before the submission of curriculum vitae, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited individual, amend the attached documents. Any amendment shall be issued in writing through addenda and posted on its website. Addenda shall also be sent by facsimile or Email to all individuals who indicated their intention to submit curriculum vitae and will be binding on them. The Client may at its discretion extend the deadline for the submission of curriculum vitae.
 12. Information relating to the examination, evaluation, comparison, and post qualification of submission, and recommendation of contract award, shall not be disclosed to consultants or any other persons not officially concerned with such process until publication of the Contract Award. Any effort by a consultant to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the submissions or contract award decisions may result in the rejection of its submission. Notwithstanding, from the time of opening to the time of Contract Award, if any Consultant wishes to contact the Purchaser on any matter related to the process, it should do so in writing.
 13. The Client reserves the right to terminate the procurement process and reject all submissions at any time prior to the award of contract, without thereby incurring any liability to the affected consultant on the ground of the Client's action. **The Client reserves the right to withdraw this invitation without providing reason(s) at any time before the deadline for submission of curriculum vitae.**
 14. Individuals will be required to submit a Tax Compliance Certificate (TCC) within fifteen (15) days of notification of award of contract.
 15. This ITC includes the following documents:
 - Optional Template for Consultant's Experience
 - Specimen of Standard Contract
 - Eligible Countries and Territories
 - Prohibited Practices

SECTION 2: TERMS OF REFERENCE

1.0 BACKGROUND

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

The transformation programme is being funded by the Inter-American Development Bank (IDB) over six years and aims to address quality, cost, and efficiency of public services in Jamaica. The programme is being executed by the Ministry of Finance and the Public Service and has two main components: (1) Enhancing Quality of Public Services; and (2) Enhancing Efficiency in Public Spending.

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

The challenges to be addressed are: (i) the underutilization of Information and Communication Technologies (ICT) across the public sector; (ii) cumbersome processes to access public services; (iii) a relatively large and expensive workforce; (iv) too many public bodies in existence and lack of adherence to the accountability framework; and (v) limited capacity to implement public sector reform initiatives. Consequently, funding has been set aside for the execution of project activities for the Ministry of Labour and Social Security to enable the implementation of an online web-based Work Permit System. This project aims to contribute towards the modernisation of the Work Permit Unit of the Ministry and improvement of service delivery to its clientele.

1.1 The Work Permit System (WPS)

The new Work Permit System will be a web-based and mobile- friendly application. This system will support the needs of public and private sector entities that need to fill skills gaps in their labour force externally. This system will be safe, secure, efficient, business-friendly and client-focused and will be facilitative of investment in areas of need, be informed by labour market intelligence and training and certification needs to close skill gaps in the local economy. The new system and business process will also strengthen protection against the risk of the work permit system being used for human trafficking and to facilitate acts of terrorism. Local organizations that will use the Work Permit System include the Passport, Immigration and Citizenship Agency (PICA), the Jamaica Constabulary Force (JCF), the Jamaica Promotions Corporation (JAMPRO), the Ministry of Tourism, the Ministry of Economic Growth, the Taxpayer Audit and Assessment Agency and the Ministry of National Security.

2.0 ROLE SUMMARY

The role is to support the development of requirements for and the implementation of a new online web-based work permit system for the Ministry of Labour & Social Security that is aligned with business strategies and the needs of stakeholders, including their need for timely and accurate information relevant to their roles

in the fisheries and other related sectors. The Business Analyst will document and analyse the current processes for work permit processing and define as necessary new processes optimized for efficiency and effectiveness, bearing in mind the transition from a paper-based system to an online web-based system. The Business Analyst will facilitate decision-making on the new process and system, and their implementation and integration.

In general, the Business Analyst will review and analyse:

- a) The current work permit process being used by the Work Permit Unit of the Ministry of Labour & Social Security
- b) The needs of stakeholders with respect to a work permit system, and the information to be obtained from such a system;
- c) The regulatory requirements including those outlined in the Foreign Nationals and Commonwealth Citizens Act; and
- d) Best practices globally.

The Business Analyst will document the findings, define objectives, and recommend systems to parallel overall business strategies

3.0 SCOPE OF WORK

The consultant will be required to perform the following tasks:

1. Develop a work plan outlining the methodology to be used to execute the scope of work, including an implementation schedule that outlines all major milestones, risk factors and mechanisms for managing change, and receive approval.
2. Coordinate and implement, in coordination with the Project implementation team and staff of the Ministry of Labour & Social Security, stakeholder needs assessment to identify individuals and organizations that have a stake or interest in the project outcomes, and to assess the needs of each stakeholder group by conducting comprehensive consultations with them (this will involve travel throughout the island):
 - a. gathering information from multiple sources.
 - b. decomposing high-level information into details.
 - c. abstracting up from low level information to a general understanding.
 - d. distinguishing user requests from the underlying needs.
 - e. align with stakeholders on business requirements, system requirements, program/software functions and strategies.
3. Conduct research to facilitate understanding of the policies, procedures, and regulations that govern the work permit unit operations.
4. Study current practices and processes for the Work Permit Unit within the Ministry of Labour & Social Security - recommend improvements and design modifications.
5. Conduct business case cost/benefit analyses.
6. Construct process maps, workflow charts and diagrams.
7. Work with consultants to recommend technologies and strategies to be utilised for the improvement of the work permit process.
8. Work with consultants in the definition of system requirements and preparation of terms of references.

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9. Carry out business process re-engineering activities - identify gaps or inefficiencies and identify solutions to addressing them; recommend changes that will enable the Ministry to meet global standards and requirements for the management of the improved services.
 10. Identify organization's strengths and weaknesses and suggests areas of improvement
 11. Review working relationships with other government entities and stakeholders and recommend changes for the improvement in the services.
 12. Make recommendations regarding the transfer of knowledge and provision of adequately trained personnel for improvement in the processes.
 13. Ensure that all recommendations consider the Ministry of Labour & Social Security's current position and business environment and are aligned to its corporate strategy and vision, with focus on: (i) the organization, structure, mission and vision; (ii) the operating environment which includes, key stakeholders, customers, services provided at each point of contact along the continuum of services, and (iii) the existing technology, architecture, systems and application software, telecommunication, etc.
 14. Review implemented system – assess against stakeholder needs assessment and recommendations for business process re-engineering.
 15. Organize and lead workshops/meetings for introduction and validation of ideas and findings.
 16. Document and effectively communicate insights and plan to cross-functional team members and management.
 17. Prepare comprehensive reports with results of research performed, analyses, and recommendations.
 18. Evaluate, as part of a team, submissions for provision of a new online, web-based work permit system.
 19. Develop a work plan outlining the methodology to be used to arrive at the new work permit system business processes and system, including an implementation schedule that outlines all major milestones, risk factors and mechanisms for managing change and receive approval.
 20. Provision of advice and guidance during preliminary development of system (as well as development of Terms of Reference and participation in evaluation of bid submissions for procurement of the WPS).

4.0 APPROACH AND METHODOLOGY

Shortlisted bidders are required to present the concise approach that will be employed in executing this engagement. The bidder may be required to explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output. You should also expect to explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

5.0 DELIVERABLES

The following deliverables are required by the Ministry of Labour and Social Security. Deadlines for each deliverable should be included within the proposal and will be reviewed and finalized by Ministry of Labour and Social Security at the beginning of the assignment. The deliverables are listed below:

1. Inception Report and Work Plan to be provided in electronic format (MS Word or Excel), indicating how the consultant will approach the assignment and providing schedule of activities over the period of the assignment.
2. Stakeholder Needs Assessment Report (SNAR), outlining the method and results of stakeholder consultations, and providing recommendations to satisfy and control stakeholder expectations.

3. Business Process Review outlining, inter alia, the objectives of the new work permit process; how well the present process/system meets the objectives; and recommending a process and system to parallel overall business requirements and correct any deficiencies identified.
4. Quarterly Consultancy Reports to be provided for the twelve months of the contract after the provision of the previously identified reports, outlining consultancy services provided for the period. The consultancy services will include provision of advice and guidance during preliminary development of system, as well as participation in development of terms of reference and evaluation of bid submissions for procurement of the WPS.
5. Assessment report of implemented system – assessed against stakeholder needs assessment and recommendations for business process re-engineering.

Ref	Key Deliverables	Description	Acceptance Criteria	% of Contract Price
1.	Inception Report and Work Plan	A work plan that will guide the work of the consultant throughout the contracted period; due two (2) weeks after contract signing.	<ul style="list-style-type: none"> • A document with content covering: <ul style="list-style-type: none"> ○ strategies ○ methodologies ○ tasks ○ execution schedule ○ resources, etc. • Signoff from MLSS Project Manager • Signoff from MLSS Project Lead 	10%
2.	SNAR	Report outlining stakeholder needs and providing recommendations to satisfy same; provided as per work plan.	<ul style="list-style-type: none"> • A document which includes: <ul style="list-style-type: none"> ○ method of stakeholder consultations ○ results of stakeholder consultations outlining stakeholder needs ○ recommendations to satisfy and control stakeholder expectations • Signoff from MLSS Project Manager • Signoff from MLSS Project Lead 	25%
3.	Business Process Review Report	Report defining the business process and design of the new online web-based work permit system to satisfy business objectives; provided as per work plan.	<ul style="list-style-type: none"> • A document listing findings of the business process review. It must include: <ul style="list-style-type: none"> ○ an overview of current business processes ○ identification of gaps and inefficiencies and ways to eliminate/reduce these ○ identification of ways to streamline processes ○ overall recommendation for process/system to satisfy business requirements ○ Re-engineered Business Processes and standard operating procedure manuals • Signoff from MLSS Project Manager • Signoff from MLSS Permanent Secretary and Chief Technical Director 	12%

Ref	Key Deliverables	Description	Acceptance Criteria	% of Contract Price
4.	Four (4) Quarterly Reports	Reports on consultancy services provided over the final period of the contract (subsequent to provision of deliverables above).	<ul style="list-style-type: none"> • A document that includes: <ul style="list-style-type: none"> ○ the progress made during the period (planned vs. actual targets, etc.) ○ all advice provided within the period ○ the proposed activities for the ensuing month, - risks, challenges, gaps, and recommendations for addressing them. • Sign-off from MLSS Project Manager and Chief Technical Director 	32% (8% each)
5.	Contribution to Evaluation Report	Participation in evaluation of bid submissions.	<ul style="list-style-type: none"> • Attendance at meetings of the evaluation committee (if any). • Submission of bid evaluation sheets for each responsive bidder. • Satisfactory explanation for any scores deviating significantly from that of other evaluators. • Sign-off from MLSS Project Manager. 	5%
6.	Final Report with Revised Re-engineering Business Processes with input from the Systems Engineer	Assessment report of implemented WPS system; to be provided within 4 weeks of implementation of the WPS for field testing.	<ul style="list-style-type: none"> • A document that outlines: <ul style="list-style-type: none"> ○ desired system characteristics as identified through the stakeholders needs assessment and business process re-engineering activities ○ analysis of the extent to which the implemented system satisfies the desired characteristics of the system ○ recommendations for addressing needs not being satisfied, identifying those perceived as critical (must have), important (should have), and “nice to have”. ○ other recommendations for improving the system (now or in the future). • Sign-off from MLSS Project Manager and Chief Technical Director and Permanent Secretary 	16%

6.0 SUPERVISION

The consultant’s work will be supervised by the Project Manager, Ministry of Labour & Social Security.

7.0 CHARACTERISTICS OF THE ASSIGNMENT

Reporting Relationships: The consultant will report directly to the Project Manager, Ministry of Labour and Social Security. All deliverables and/or reports will be reviewed by the Project Manager and approved as per acceptance criteria.

Nature of the Assignment: The assignment is on purely contractual basis and based on deliverables.

Level of effort: Full and part-time as outlined in table below. Full time level of effort, Monday through Friday, operating normally within a professional office environment. Some weekend or evening hours may be necessary. This role routinely uses standard office equipment such as photocopiers, and fax machines.

Duration of contract: This Consultancy is estimated to require 1,488 man-hours of work executed over a eighteen-month period and an additional 80 hours executed on the implementation of the WPS (see table Level of Effort below).

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

Type of Consultancy: Individual

Type of contract: Lump-sum payments based on scheduled deliverables.

Client's Input Desk space and limited photocopying/printing services will be provided to the Consultant when required to be in office.

7.1 Level of Effort

Ref	Task	Level of Effort
1.	Stakeholders Needs Assessment.	Full-time for a period of 4 months.
2.	Business Process Definition and Re-engineering.	Full-time for a period of 2 months.
3.	Provision of advice and guidance during preliminary development of system (as well as development of Terms of Reference and participation in evaluation of bid submissions for procurement of the WPS).	Part-time – approximately 40 hours per month - over a period of twelve months.
4.	Assessment report of implemented system.	Part-time – approximately 80 hours.

8.0 MINIMUM QUALIFICATION AND EXPERIENCE

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

8.1 EDUCATION

- Bachelor's Degree in Business Administration/Business Studies, Computer Science/Information Technology Computer Science, Systems Engineering or other related IT discipline, or demonstrated

experience in informatics, business analysis, strategic planning, or related field;

- Recognized Business Analyst Certification will be an added advantage.

8.2 EXPERIENCE

- At least five (5) years' professional experience in business analysis (credit will be given for each additional 3-year period of experience, up to 6 additional years).
- Proven track record in business process re-engineering related to an information technology system.
- At least two (2) years of experience working with senior officials and conducting senior level consultations.
- Proven track record of managing and working effectively within multi-disciplinary teams.

8.3 REQUIRED COMPETENCIES

- Excellent knowledge of business process engineering/analysis
- Project management skills and discipline.
- Ability to cope well under pressured working conditions and to meet deadlines.
- Excellent analytical and judgment skills.
- Excellent planning and organizing skills.
- Sound analytical and strategic thinking.
- Ability to identify and evaluate alternative business solutions and strategies.
- Ability to manage and work in a multi-cultural environment and in a team.
- Fluent in English language.

SECTION 3: STANDARD FORMS

ATTACHMENT #1: OPTIONAL CONSULTANT'S EXPERIENCE FORM

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

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Entity:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Individual's Name: _____

ATTACHMENT #2: SAMPLE CONTRACT FOR CONSULTING SERVICES

LUMP-SUM PAYMENTS (IADB FINANCED)

CONTRACT

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

WHEREAS

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

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed US\$19,500.00. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

Deliverable	Payment %
1. <Details to be pulled from TOR>	
2. Etc.	
3.	

C. Payment Conditions

Payment shall be made in Jamaican Dollars (JMD), no later than 30 days following submission by the Consultant, and approval by the Client, of invoices in duplicate and the respective deliverables as established in Annex B.

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables on behalf of the Client and for receiving and approving invoices for the payment.

B. Reports

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

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyze same, make comments, require revisions and/or corrections, or to accept it.

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6. **Relation between the parties** None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the parties, their representatives and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of an independent contractor.
7. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
8. **Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software¹.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
11. **Law Governing Contract and Language** The Contract shall be governed by the laws of the [*insert Client's country*], and the language of the Contract shall be English.
12. **Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
13. **Eligibility** (a) The Consultant shall have the nationality of a Bank's member country. A Consultant shall be deemed to have the nationality of a country if he/she complies with the following requirements:
An individual is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
- (i) is a citizen of a member country; or
 - (ii) has established his/her domicile in a member country as a "bona fide" resident and is legally entitled to work in the country of domicile.

In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purpose of utility from its parts or components. For a good consisting of several individual

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

components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labelled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

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

(b) The Consultant declares that he/she is not part of the regular or temporary staff of the institution or company which is the beneficiary of the Services or has belonged to such institution or company within the six months prior to one of the following dates: (i) that of the presentation of the application for the loan or technical cooperation to the Bank; or (ii) that of the selection of the Consultant. The Consultant declares that he/she has not been a member of the staff of the Bank during the last two years with direct participation in the operation to which the hiring of these consulting services is related.

14. Conflict of Interest

The Consultant:

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

15. Fraud and Corruption

The Bank requires that all Consultants (including their respective officers, employees and agents) observe the Bank's Policies for the Selection and Contracting of Consultants financed by the Bank. In particular, the Bank requires that all Consultants (including their respective officers, employees and agents) bidding for or participating in a Bank-financed project adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Selection Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited⁵. The Bank shall also take action in the event of any deed or complaint involving alleged acts of fraud and corruption, in accordance with administrative procedures of the Bank.

16. Cancellation of the Contract

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

17. Amendments

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

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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 **THE CLIENT:**

Name: _____

Title: _____

Signature: _____

Date: _____

Witnessed by:

Name: _____

Title: _____

Signature: _____

Date: _____

FOR AND ON BEHALF OF **THE CONSULTANT:**

Name: _____

Title: _____

Signature: _____

Date: _____

Witnessed by:

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT #3: ELIGIBILITY AND INTEGRITY CERTIFICATION

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

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

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

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

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

Signature: _____

Name: _____

Date: _____

SECTION 4: ELIGIBILITY AND PROHIBITED PRACTICES

ATTACHMENT #4: ELIGIBLE COUNTRIES/TERRITORIES

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

Eligible countries are:

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

Eligible Territories are:

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

2) NATIONALITY AND ORIGIN OF GOODS AND SERVICES CRITERIA

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

A) Nationality.

- a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
 - i. is a citizen of a member country; or
 - ii. has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.

- b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
 - i. is legally constituted or incorporated under the laws of a member country of the Bank; and
 - ii. more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

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

B) Origin of Goods

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture,

processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

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

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

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

C) Origin of Services

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

ATTACHMENT #5: PROHIBITED PRACTICES

1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank² all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.
 - (a) The Bank defines, for the purposes of this provision, the terms set forth below:
 - (i) A "corrupt practice" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - (v) An "obstructive practice" which is:
 - a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1 (f) below.
 - (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:
 - (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;

² Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

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- (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behaviour;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated³ sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
 - (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
 - (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
 - (f) The Bank requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant,

³ A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

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

2. By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).