SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: GAC.1.2/04/15/2020

Selection of Consultant for Development of a Regional Emergency Telecommunications Strategy and Plan for the CDEMA system.

Country: Barbados

Project: *Targeted Support to CDEMA*

Issued on: April 15, 2020
Preface

This Request for Proposals (“RFP”) has been prepared by and is based on the Standard Request for Proposals (“SRFP”) issued by the Caribbean Disaster Emergency Management Agency, (CDEMA), dated April 15, 2020.
TABLE OF CLAUSES

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Letter of Invitation

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Prohibitive Practices
6. Eligibility

B. Preparation of Proposals

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP Documents
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

C. Submission, Opening and Evaluation

17. Submission, Sealing and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS and LCS methods)
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency
27. Combined Quality and Cost Evaluation
D. Negotiations and Award

28. Negotiations
29. Conclusion of Negotiations
30. Award of Contract

E. Data Sheet

Section 3. Technical Proposal – Standard Forms

1. Checklist of Required Forms
2. Form TECH-1: Technical Proposal Submission Form
3. Form TECH-2 (FTP): Consultant’s Organization and Experience
4. Form TECH-3 (FTP): Comments and Suggestions on Terms of Reference, Counterpart Staff and Facilities to be Provided by CDEMA
5. Form TECH-4 (FTP): Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
7. Form TECH-6 (FTP/STP): Team Composition, Assignment and Key Experts’ Time Input; and Curriculum Vitae Form

Section 4. Financial Proposal – Standard Forms

1. Form FIN-1: Financial Proposal Submission Form
2. Form FIN-2: Summary of Costs
3. Form FIN-3: Breakdown of Remuneration
4. Form FIN-4: Breakdown of Reimbursable Expenses

Section 5. CDEMA’s Policy — Prohibitive Practices

Section 6. Terms of Reference

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7. Standard Forms of Contract
PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Letter of Invitation

Grant No. P-006122
Barbados. April 15, 2020

1. The Caribbean Disaster Emergency Management Agency (CDEMA) has received financing (hereinafter called “Financing”) from Global Affairs Canada (hereinafter called “the Donor”) toward the cost of implementation of a the project “Targeted Support to CDEMA” and it intends to apply part of the proceeds of this financing to eligible payments under the contract for which this Request for Proposals (RFP) is issued. Payments will be made only in accordance with the terms and conditions of the grant agreement between the CDEMA and the Donor and will be subject in all respects to the terms and conditions of that agreement. No party other than the CDEMA shall derive any rights from the Grant Contract or have any claim to the funds.

2. CDEMA now invites proposals to provide the following consulting services (hereinafter called “Services”): Development of a Regional Emergency Telecommunications Strategy and Plan for the CDEMA system. More details on the Services are provided in the Terms of Reference (Section VI).

3. A firm will be selected under Quality and Cost-Based Selection procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of CDEMA detailed in the Procurement & Contract Management Policies & Procedures Manual for the Standard Request for Proposals for recipients of CDEMA financing (dated March 2018, hereinafter called “Consultants’ Guidelines” which can be found at the following website: www.cdema.org

4. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants (including Data Sheet)
   Section 3 - Technical Proposal (FTP) - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - CDEMA’s Policy – Corrupt and Fraudulent Practices
   Section 6 - Terms of Reference
   Section 7 - Standard Forms of Contract (Lump Sum)
5. Completed Proposals should be titled: *Development of a Regional Emergency Telecommunications Strategy and Plan for the CDEMA System* and must be submitted electronically no later than **May 15, 2020 at 11:59 p.m. Eastern Standard Time** to:

The Executive Director  
Caribbean Disaster Emergency Management Agency  
Resilience Way  
Lower Estate  
St. Michael  
Barbados, West Indies

**Attn: Procurement Officer**

Email: procurement@cdema.org
Section 2. Instructions to Consultants and Data Sheet

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.
(b) “Applicable Guidelines” means the policies of the CDEMA 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 the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
(d) CDEMA means the Caribbean Disaster Emergency Management Agency.
(e) “Client” means CDEMA who signs the Contract for the Services with the selected Consultant.
(f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
(g) “Consultants’ Guidelines” means the PCMPPM for the Standard Request for Proposals by Recipients of CDEMA grant financing dated March 2018.
(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and which 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).
(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
(j) “Day” means a calendar day.
(k) “Experts” means, collectively, Key Experts, Non-key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
(l) “Government” means the government of the Client’s country.
(m) “Joint Venture (JV)” means an Association with or without a legal personality distinct from that of its members, of more than one Consultant 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 Client for the performance of the Contract.
(n) “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 Curriculum Vitae (CV) is taken into account in the technical evaluation of the Consultant’s proposal.

(o) “ITC” (Section 2 of the RFP) means the Instructions to Consultants which provide the shortlisted Consultants with all information needed to prepare their Proposals.

(p) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.

(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.


(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(u) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(w) “TORs” (Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by CDEMA.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works or non-consulting services for a project, or any of its Affiliates, 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.
b. Conflicting Assignments
(ii) Conflict among consulting assignments: A Consultant (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 for the same or for another Client.

c. Conflicting Relationships
(iii) Relationship with the Client’s staff: A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the CDEMA or of a recipient of a part of the Financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference (TOR) 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 CDEMA throughout the selection process and the execution of the Contract.

(iv) Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP, all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Prohibitive Practices

5.1 CDEMA requires compliance with its policy in regard to prohibited practices as set forth in Section 5.

5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit CDEMA to inspect all accounts, records and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by CDEMA.

6. Eligibility

6.1 CDEMA permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries including member countries of CDEMA to offer consulting services for CDEMA financed projects.

6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by CDEMA in its Consultants’ Guidelines.
6.2 A bidder from a country may be ineligible if:

a) as a matter of law or official regulation, CDEMA prohibits commercial relations with that country; or the funding donor prohibits the bidder to participate in their funded programs.

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, CDEMA prohibits any imports of goods from that country or any payments to persons or entities in that country.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by CDEMA or its donors in accordance with the above Clause 5.1 shall be ineligible to be awarded a CDEMA financed contract, or to benefit from a CDEMA financed contract, financially or otherwise, during such period of time as CDEMA shall determine. The debarred firms and individuals are specified in the Data Sheet.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if:

(a) as a matter of official regulations, CDEMA prohibits commercial relations with that country, provided that the CDEMA is satisfied that such exclusion does not preclude effective competition for the provision of Services required; 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, CDEMA prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Local or regional Government-owned or controlled enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Recipient or Sub-Recipient. As an exception to the above, when the services of government-owned enterprises or institutions are of unique and exceptional nature or where there are limited suitable private sector alternatives, and their participation is critical to project implementation, CDEMA may agree on the hiring of those institutions on a case-by-case basis. On the same basis, university professors or scientists from research institutes can be contracted individually under CDEMA financing.
d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the CDEMA are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations or policies of the Recipient’s country and they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning or retiring [footnote: in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Recipient’s country, whichever is longer.]

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall furnish information on commissions, gratuities or fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). Failure to disclose such commissions and gratuities may result in the rejection of the Consultant’s Proposal or termination of the Contract.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’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 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant’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.

a. Extension of Validity Period
12.4 The Client will make its best effort to complete the negotiations within the Proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.

12.5 If the Consultant 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.

12.6 The Consultant 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 at Validity Extension
12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client 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.

12.8 If the Consultant 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 Client, such Proposal will be rejected with the prior CDEMA’s “no objection”.

c. Sub-Contracting
12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.
13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the Proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client 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 shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the Data Sheet the estimated level of Key Experts’ time input (expressed in person-months/person-days) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant’s own estimates for the same.

14.1.3 If stated in the Data Sheet, the Consultant 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.

14.1.4 For assignments under the Fixed-Budget Selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, exclusive of taxes payable in CDEMA’s country, 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 financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant 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 and (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 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. Information on taxes in the Client’s country is provided in the Data Sheet.

   c. Currency of Proposal
   16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

   d. Currency of Payment
   16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation

17. Submission of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission is to made electronically as specified in the Data Sheet.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture 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.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting, shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Technical and Financial Proposals should be separate documents and addressed as indicated in the Data Sheet.

17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing CDEMA’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact CDEMA on any matter related to the selection process, it should do so only in writing.
19. Opening of Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend online. The opening date, time and the address are stated in the Data Sheet. The file with the Financial Proposal shall not be opened until they are scheduled to be considered in accordance with Clause 23 of the ITC.

20. Proposals Evaluation

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

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system 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.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS Methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants 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’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be considered after the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved
the minimum overall technical score and inform them of the date, time for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals online is optional and is at the Consultant’s choice.

23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals shall be then opened and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants 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

24.1.1 If a Time-Based Contract Form is included in the RFP, the Client’s evaluation committee 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 Client’s evaluation committee 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

24.1.2 If a Lump-Sum Contract Form is included in the RFP, the Consultant 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 ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 All taxes payable by the Consultant outside of the Client’s country is deemed to be included in the Consultant’s Financial Proposal and therefore included in the evaluation.

25.2 Any local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Client’s country on the remuneration of non-resident Experts for the services rendered in the Client’s country are dealt with in accordance with the instructions in the Data Sheet.
26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Combined Quality and Cost Evaluation

   a. Quality- and Cost-Based Selection (QCBS)

   27.1 In the case of QCBS, 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 achieving the highest combined technical and financial score will be invited for negotiations.

   b. Fixed-Budget Selection (FBS)

   27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.

   27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

   c. Least-Cost Selection

   27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

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’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations which are signed by the Client and the Consultant’s authorized representative.

   a. Availability of Key Experts

   28.3 The invited Consultant 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 12 of the ITC. Failure to confirm the Key Experts availability may result in rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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, including but not limited to death or medical incapacity. In such case, the Consultant 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 TOR, the proposed methodology, Client’s inputs, special conditions of the Contract and to finalize “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of 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’s tax liability in the Client’s country and how it should be reflected in the Contract.

28.7 If the selection method 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 Client may ask for clarifications and, if the fees are very high.

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 Client and the Consultant’s authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant the reasons for doing so. CDEMA will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall negotiate the draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
### Instructions to Consultants

#### DATA SHEET

<table>
<thead>
<tr>
<th>ITC Clause Reference</th>
<th>A. GENERAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (c)</td>
<td><strong>Country of the Applicable Law:</strong> Barbados</td>
</tr>
</tbody>
</table>
| 2.1                  | **Name of the Client:** Caribbean Disaster Emergency Management Agency  
  Resilience Way, Lower Estate,  
  St. Michael,  
  Barbados  
  **Method of Selection:** Quality and Cost- Based Selection  
  **Applicable Guidelines:** Guidelines for The Selection and Engagement of Consultants dated March 2018, available on [www.cdema.org/procurement](http://www.cdema.org/procurement) |
| 2.2                  | **Financial Proposal to be submitted together with Technical Proposal:** Yes ✓ No  
  **The name of the assignment is:** Selection of Consultant for: *Development of a Regional Emergency Telecommunications Strategy and Plan for the CDEMA System.* |
| 2.3                  | **A pre-proposal conference will be held:** Yes ___ or NO ✓ |
| 2.4                  | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:** Not applicable |

#### A. GENERAL

3.2.1 (iv) No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Experts in their Technical Proposal, such Experts must have written certification from their government or employer 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 Client by the Consultant as part of his Technical Proposal.

<table>
<thead>
<tr>
<th>4.1</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.3.1</td>
<td>Currently no debarment list is available.</td>
</tr>
<tr>
<td>6.3.2</td>
<td>For the information of the shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded: None</td>
</tr>
</tbody>
</table>

### B. PREPARATION OF PROPOSALS

<table>
<thead>
<tr>
<th>9.1</th>
<th>This RFP has been issued in the English language. Proposals shall be submitted in the English language. All correspondence exchange shall be in the English language.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Proposal shall comprise the following:</td>
</tr>
<tr>
<td></td>
<td><strong>FULL TECHNICAL PROPOSAL (FTP):</strong></td>
</tr>
<tr>
<td></td>
<td>(1) Power of Attorney to sign the Proposal</td>
</tr>
<tr>
<td></td>
<td>(2) TECH-1</td>
</tr>
<tr>
<td></td>
<td>(3) TECH-2</td>
</tr>
<tr>
<td></td>
<td>(4) TECH-3</td>
</tr>
<tr>
<td></td>
<td>(5) TECH-4</td>
</tr>
<tr>
<td></td>
<td>(6) TECH-5</td>
</tr>
<tr>
<td></td>
<td>(7) TECH-6</td>
</tr>
<tr>
<td></td>
<td><strong>AND</strong></td>
</tr>
<tr>
<td></td>
<td>Financial Proposal (if applicable):</td>
</tr>
<tr>
<td></td>
<td>(1) FIN-1</td>
</tr>
<tr>
<td></td>
<td>(2) FIN-2</td>
</tr>
<tr>
<td></td>
<td>(3) FIN-3</td>
</tr>
<tr>
<td></td>
<td>(4) FIN-4</td>
</tr>
</tbody>
</table>

<p>| 11.1 | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Instruction</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1</td>
<td>Proposals must remain valid for 90 calendar days after the proposal submission deadline, i.e. until: August 15, 2020</td>
</tr>
<tr>
<td>12.9c</td>
<td>Outsourcing of the whole Services is not allowed.</td>
</tr>
<tr>
<td>13.1</td>
<td>Clarifications may be requested not later than 14 days prior to the submission deadline.</td>
</tr>
<tr>
<td></td>
<td>The contact information for requesting clarifications is:</td>
</tr>
<tr>
<td></td>
<td><strong>Procurement Officer</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Caribbean Disaster Emergency Management Agency</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Resilience Way, Lower Estate,</strong></td>
</tr>
<tr>
<td></td>
<td><strong>St. Michael,</strong></td>
</tr>
<tr>
<td></td>
<td><strong>BARBADOS, W.I.</strong></td>
</tr>
<tr>
<td></td>
<td>Tel: + (246) 434-4880</td>
</tr>
<tr>
<td></td>
<td>Facsimile: + (246) 271-3660 E-mail: <a href="mailto:procurement@cdema.org">procurement@cdema.org</a>.</td>
</tr>
<tr>
<td>14.1.1</td>
<td>Shortlisted Consultants may associate with</td>
</tr>
<tr>
<td></td>
<td>(a) non-shortlisted consultant(s): Yes ✓ or NO ______</td>
</tr>
<tr>
<td></td>
<td>OR</td>
</tr>
<tr>
<td></td>
<td>(b) other shortlisted Consultants: Yes ______ or NO ✓</td>
</tr>
<tr>
<td>14.1.2</td>
<td>Not applicable.</td>
</tr>
<tr>
<td>ITC Clause Reference</td>
<td>B. PREPARATION OF PROPOSALS</td>
</tr>
<tr>
<td>14.1.3</td>
<td>“Not Applicable”</td>
</tr>
<tr>
<td>14.1.4</td>
<td>The total available budget for this Fixed-Budget assignment is: CDN$100,000 (exclusive of taxes). Proposals exceeding the total available budget will be rejected.</td>
</tr>
</tbody>
</table>
| 15.2    | The format of the Technical Proposal to be submitted is: FTP ✓ or STP __________
Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

16.1

(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;

(2) cost of international travel by the most appropriate means of transport and the most direct practicable route;

(3) communications costs;

<table>
<thead>
<tr>
<th>ITC Clause Reference</th>
<th><strong>B. PREPARATION OF PROPOSALS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>16.2</td>
<td>A price adjustment provision applies to remuneration rates:</td>
</tr>
<tr>
<td></td>
<td>Yes ______ or NO ✓</td>
</tr>
</tbody>
</table>

16.3 Information on the Consultant’s tax obligations in the Client’s country can be found on the Barbados Revenue Authority website available on https://bra.gov.bb/FAQs/Income-Tax/.

16.4 The Financial Proposal shall be stated in the following currencies:

Consultant may express the price for the Services in CAN Dollars.

The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes_____ or NO ✓

<table>
<thead>
<tr>
<th>ITC Clause Reference</th>
<th><strong>C. SUBMISSION, OPENING AND EVALUATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>17.1</td>
<td>The Consultants shall submit their Proposals electronically.</td>
</tr>
</tbody>
</table>

17.4 The Consultant must submit:

(a) Technical Proposal: a single non-editable “PDF” file for the complete Technical Proposal;

(b) Financial Proposal: a single non-editable “PDF” file for the complete Financial Proposal.

17.7 and 17.9 The Proposals must be submitted no later than:

Date: 15TH MAY 2020
Time: **11:59 HRS local time**

The Proposal submission address is:
The Procurement Officer  
Caribbean Disaster Emergency Management Agency  
Resilience Way, Lower Estate,  
St. Michael,  
Barbados  
procurement@cdema.org

<table>
<thead>
<tr>
<th>19.1</th>
<th>An online option of the opening of the Technical Proposals is offered: Yes ✓ or NO ____</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The opening shall take place at: same as the Proposal submission address</td>
</tr>
<tr>
<td></td>
<td>Date: same as the submission deadline indicated in 17.7;</td>
</tr>
</tbody>
</table>

### ITC Clause Reference

<table>
<thead>
<tr>
<th>C. SUBMISSION, OPENING AND EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>21.1</th>
<th>Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposal are:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Points</td>
</tr>
<tr>
<td>(i)</td>
<td>Specific experience of the Consultant (as a firm) relevant to the Assignment:</td>
</tr>
<tr>
<td></td>
<td><strong>Total points for criterion (i):</strong> 5</td>
</tr>
<tr>
<td>(ii)</td>
<td>Adequacy and quality of the proposed methodology, and work plan, including level of detail, in responding to the Terms of Reference:</td>
</tr>
<tr>
<td></td>
<td>(a) Methodology (appropriate activities to meet objectives) - 25</td>
</tr>
<tr>
<td></td>
<td>(b) Work plan/Timetable of activities (realistic &amp; Thorough) - 20</td>
</tr>
<tr>
<td></td>
<td>(c) Organisation and staffing (overall team composition) - 10</td>
</tr>
<tr>
<td></td>
<td><strong>Total points for criterion (ii):</strong> 55</td>
</tr>
<tr>
<td>(iii)</td>
<td>Key Experts’ qualifications and competence for the Assignment:</td>
</tr>
<tr>
<td></td>
<td><em>(Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant)</em></td>
</tr>
<tr>
<td></td>
<td>(a) Position K-1: Team Leader 15</td>
</tr>
<tr>
<td></td>
<td>(b) Position K-2: 10</td>
</tr>
</tbody>
</table>
(c) Position K-3:  

| Total points for criterion (iii): | 35 |

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1. General qualifications  
   (general education and training, experience)  
   40%

2. Adequacy for the Assignment  
   (relevant education, training, experience in the sector/similar assignments)  
   40%

3. Relevant experience in the Region  
   Total weight:  
   20%  
   100%

<table>
<thead>
<tr>
<th>ITC Clause Reference</th>
<th>C. SUBMISSION, OPENING AND EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>(iv) Transfer of knowledge (training) programme (relevance of approach and methodology, if applicable):</td>
<td></td>
</tr>
<tr>
<td>Total points for criterion (iv):</td>
<td>5</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total points for the four criteria:</td>
<td>100</td>
</tr>
<tr>
<td>The minimum technical score (St) required to pass is:</td>
<td>70 Points</td>
</tr>
</tbody>
</table>

21.1 [for STP] N/A

<table>
<thead>
<tr>
<th>ITC Clause Reference</th>
<th>C. SUBMISSION, OPENING AND EVALUATION</th>
</tr>
</thead>
</table>
| 23.1 | An online option of the opening of the Financial Proposals is offered:  
Yes _✓_ or NO ____.

25.2 For the purpose of the evaluation, the Client will exclude: (a) all local identifiable 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 services rendered by non-resident experts in the Client’s country. 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 Client on behalf of the Consultant.
| **26.1** | The single currency for the conversion of all prices expressed in various currencies into a single one is: **CANADIAN DOLLARS**  
The official source of the selling (exchange) rate is: Central Bank of Barbados  
The date of the exchange rate is: 21 days prior to submission of proposals |
| **27.1 [a. QCBS only]** | The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.  
The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:  
\[ S_f = 100 \times \frac{F_m}{F} \]  
in which (Sf) is the financial score; (Fm) is the lowest price and F the price of the proposal under consideration.  
The weights given to the Technical (T) and Financial (P) Proposals are:  
\[ T = 0.8 \quad \text{and} \quad P = 0.2 \]  
Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights:  
\[ S = St \times T\% + Sf \times P\% \] |
| **ITC Clause Reference** | **D. NEGOTIATIONS AND AWARD** |
| **28.1** | Expected date and address for contract negotiations:  
Date: June 15, 2020  
Address: **Caribbean Disaster Emergency Management Agency**  
**Resilience Way, Lower Estate,**  
**St. Michael,**  
**Barbados** |
| **30.1** | The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: **www.cdema.org**  
The award information will include the following:  
(a) the names of all consultants who submitted proposals;  
(b) the technical points assigned to each consultant; |
(c) the evaluated prices of each consultant;
(d) the final point ranking of the consultants; and
(e) the name of the winning consultant and the price, duration, and summary scope of the contract.

The publication will be done within 30 days after the contract signing.

30.2 Expected date for the commencement of Services:

Date: **JULY 1, 2020** at: **St. Michael, Barbados**
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

<table>
<thead>
<tr>
<th>Required for:</th>
<th>FORM</th>
<th>DESCRIPTION</th>
<th>Page Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>FTP</td>
<td>STP</td>
<td>TECH-1</td>
<td>Technical Proposal Submission Form.</td>
</tr>
<tr>
<td>√</td>
<td>√</td>
<td>TECH-1 Attachment</td>
<td>If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.</td>
</tr>
<tr>
<td>“√” If applicable</td>
<td>TECH-1</td>
<td>Power of Attorney</td>
<td>No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.</td>
</tr>
<tr>
<td>√</td>
<td></td>
<td>TECH-2</td>
<td>Consultant’s Organisation and Experience.</td>
</tr>
<tr>
<td>√</td>
<td></td>
<td>TECH-2A</td>
<td>A. Consultant’s Organisation</td>
</tr>
<tr>
<td>√</td>
<td></td>
<td>TECH-2B</td>
<td>B. Consultant’s Experience</td>
</tr>
<tr>
<td>√</td>
<td></td>
<td>TECH-3</td>
<td>Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.</td>
</tr>
<tr>
<td>√</td>
<td></td>
<td>TECH-3A</td>
<td>A. On the Terms of Reference</td>
</tr>
<tr>
<td>√</td>
<td></td>
<td>TECH-3B</td>
<td>B. On the Counterpart Staff and Facilities</td>
</tr>
<tr>
<td>Required for:</td>
<td>FORM</td>
<td>DESCRIPTION</td>
<td>[each MDB to set the limit, if applicable]</td>
</tr>
<tr>
<td>--------------</td>
<td>------</td>
<td>-------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>FTP</td>
<td>√</td>
<td>TECH-4</td>
<td>Description of the Approach, Methodology and Work Plan for Performing the Assignment</td>
</tr>
<tr>
<td>STP</td>
<td>√</td>
<td>TECH-5</td>
<td>Work Schedule and Planning for Deliverables</td>
</tr>
<tr>
<td></td>
<td>√</td>
<td>TECH-6</td>
<td>Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)</td>
</tr>
</tbody>
</table>

All pages of the original Technical and Financial Proposal shall be initialled 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 Client]

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. [Note to Consultant: Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under 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.”].

(Note to Consultant: If the Consultant is a Joint Venture (JV), 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 Joint Venture 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 Consultant’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 Client and/or may be sanctioned by CDEMA.

(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 3.
(d) We meet the eligibility requirements as stated in ITC 6 and we confirm our understanding of our obligation to abide by CDEMA’s policy in regard to prohibitive practices as per ITC 5.

(e) [Note to Consultant: Only if required in ITC10.2 (Data Sheet 10.2), include the following: 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 the country of the Client.]

(f) 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 Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment not later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ________________________________
Name and Title of Signatory: ________________________________
Name of Consultant (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 (for Full Technical Proposal Only)

Consultant’s Organization and Experience

Form TECH-2: a brief description of the Consultant’s organisation and an outline of the recent experience of the Consultant 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’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), and the Consultant’s role/involvement.

A - Consultant’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.
2. Include organizational chart, a list of Board of Directors and beneficial ownership.

B - Consultant’s Experience

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

<table>
<thead>
<tr>
<th>Duration</th>
<th>Assignment Name and Brief Description of Main Deliverables/Outputs</th>
<th>Name of Client and Country of Assignment</th>
<th>Approx. Contract Value (in US$ or BD$ /Amount Paid to Your Firm)</th>
<th>Role on the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>{e.g. Jan.2009– Apr.2010}</td>
<td>{e.g. “Improvement quality of..............”: designed master plan for rationalization of .........;}</td>
<td>{e.g. Ministry of ......, country}</td>
<td>{e.g. US$1 million/ US$0.5 million}</td>
<td>{e.g. Lead partner in a JV A&amp;B&amp;C}</td>
</tr>
<tr>
<td>{e.g. Jan-May 2008}</td>
<td>{e.g. “Support to sub-national government....”: drafted secondary level regulations on.................}</td>
<td>{e.g. municipality of..........., country}</td>
<td>{e.g. US$0.2 million/US$0.2 million}</td>
<td>{e.g. sole Consultant}</td>
</tr>
</tbody>
</table>
FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

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 Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}
FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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 (TOR) 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) Organisation and Staffing

(a) Technical Approach and Methodology: {Please explain your understanding of the objectives of the assignment as outlined in the TOR, 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 TOR 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 Client), 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) Organisation 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.}
### FormTECH-5 (for FTP and STP)

**Work Schedule and Planning for Deliverables**

<table>
<thead>
<tr>
<th>№</th>
<th>Deliverables ¹ (D-..)</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>D-1</td>
<td><em>(e.g. Deliverable #1: Report A)</em></td>
<td></td>
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<tr>
<td></td>
<td>1) data collection</td>
<td></td>
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<td></td>
<td>2) drafting</td>
<td></td>
</tr>
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<td></td>
<td>3) inception report</td>
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<td></td>
<td>4) incorporating comments</td>
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<td></td>
<td>5) ..........................................................</td>
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<td></td>
<td>6) <em>delivery of final report to Client</em></td>
<td></td>
</tr>
<tr>
<td>D-2</td>
<td><em>(e.g. Deliverable #2: .............)</em></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
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</tr>
</tbody>
</table>

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’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 the form of a bar chart.

3. Include a legend, if necessary, to help reading the chart.
## FORMTECH-6 (for FTP and STP)

### Team Composition, Assignment and Key Experts’ Inputs

<table>
<thead>
<tr>
<th>N°</th>
<th>Name</th>
<th>Expert’s Input (in person/month/person-days) per each Deliverable (listed in TECH-5)</th>
<th>Total Time Input (in months/days)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Position</td>
<td>D-1</td>
</tr>
<tr>
<td>KEY EXPERTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-1</td>
<td>[e.g. Mr. A. Babb]</td>
<td>Team Leader</td>
<td>[Home]</td>
</tr>
<tr>
<td>K-2</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>K-3</td>
<td></td>
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<tr>
<td>n</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**

| NON-KEY EXPERTS | | | | | | | | | | |
| N-1 | | | | | | | | | |
| 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 22 working (billable) days. One (1) working (billable) day shall be not less than eight (8) working hours.
3. “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.
### FORMTECH-6
(continued)

### CURRICULUM VITAE

<table>
<thead>
<tr>
<th>Position Title and No.</th>
<th>{e.g. K-1, TEAM LEADER}</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>{Insert full name}</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>{day/month/year}</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing Organization and your Title/Position. Contact Information for References</th>
<th>Country</th>
<th>Summary of Activities Performed Relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g. May 2005-present]</td>
<td>[e.g. Ministry of ......, Advisor/Consultant to...]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For references: Tel.........../e-mail; Mr. H. Hobbs, Deputy Minister</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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, contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment which is not relevant to the assignment does not need to be included.}

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):** ______________________
Adequacy for the Assignment:

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned on Consultant’s Team of Experts:</th>
<th>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}</td>
<td></td>
</tr>
</tbody>
</table>

Expert’s Contact Information: (e-mail………………, phone……………)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this Curriculum Vitae 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 Client, and/or sanctions by CDEMA or its donors.

{day/month/year}

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

{day/month/year}

<table>
<thead>
<tr>
<th>Name of authorized Representative of the Consultant (same who signs the Proposal)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>
Section 4. Financial Proposal - Standard Forms

\{Notes to Consultant shown in brackets \{ \} provide guidance to the Consultant 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.
FIN-4 Reimbursable Expenses
FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and Address of Client]

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 amount(s) currency (ies)] [Insert amount(s) in words and figures], [Insert “including” or “excluding”] all indirect local taxes in accordance with Clause 25.2 of 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.

[Note to Consultant: 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, are listed below:

<table>
<thead>
<tr>
<th>Name and Address of Agent(s)/Other Party</th>
<th>Amount and Purpose</th>
<th>Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

[Note to Consultant: 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 Contract execution.”]

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

Yours sincerely,

Authorized Signature {In full and initials}: ____________________________
Name and Title of Signatory: __________________________________________
In the capacity of: _____________________________________________
Address: _______________________________________________________
E-mail: _________________________________

[Note to Consultant: 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.]
### FORMFIN-2 SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}</td>
<td></td>
</tr>
<tr>
<td>{Insert Foreign Currency # 1}</td>
<td>{Insert Foreign Currency # 2, if used}</td>
</tr>
</tbody>
</table>

**Cost of the Financial Proposal**

Including:

1. **Remuneration**

2. **Reimbursables**

**Total Cost of the Financial Proposal:**

{Should match the amount in Form FIN-1}

**Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded**

1. {insert type of tax e.g., VAT or sales tax}

2. {e.g., income tax on non-resident experts}

3. {insert type of tax}

**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 Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

### A. Remuneration

<table>
<thead>
<tr>
<th>No.</th>
<th>Name²</th>
<th>Position (as in TECH-6)</th>
<th>Person-months/Person-days Remuneration Rate¹</th>
<th>Time Input in Person-months/Person-days (from TECH-6)</th>
<th>{Currency # 1- as in FIN-2}</th>
<th>{Currency # 2- as in FIN-2}</th>
<th>{Currency # 3- as in FIN-2}</th>
<th>{Local Currency - as in FIN-2}</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Key Experts</td>
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<td>Non-Key Experts</td>
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<td>Total Costs</td>
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</tr>
</tbody>
</table>

¹ Remuneration Rate
² Name
**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 Client. This Form shall not be used as a basis for payments under Lump-Sum Contracts.

<table>
<thead>
<tr>
<th>No</th>
<th>Type of [Reimbursable Expenses]</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>{Currency # 1-as in FIN-2}</th>
<th>{Currency # 2-as in FIN-2}</th>
<th>{Currency# 3-as in FIN-2}</th>
<th>{Local Currency as in FIN-2}</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[e.g., Per diem Allowances*]</td>
<td>(Night)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>[e.g., International Flights]</td>
<td>(Ticket)</td>
<td></td>
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<tr>
<td>3</td>
<td>[e.g., In/Out Airport Transportation]</td>
<td>(Trip)</td>
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<tr>
<td>4</td>
<td>[e.g., Communication Costs between {Insert place} and {Insert place}]</td>
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<tr>
<td>5</td>
<td>[e.g., Reproduction of Reports]</td>
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<tr>
<td>6</td>
<td>[e.g., Office Rent]</td>
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</tr>
<tr>
<td>8</td>
<td>{Training of the Client’s Personnel – if required in Terms of Reference}</td>
<td></td>
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</tr>
</tbody>
</table>

**Total Costs**

Legend:

[* “Per diem allowance” is paid for each night the Expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.*]
Section 5. CDEMA Policy – Prohibited Practices

1. It is CDEMA’s policy to require that Recipients (including beneficiaries of the grant, as well as bidders, suppliers (including suppliers of consulting services), and contractors under CDEMA financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CDEMA:

(a) defines, for the purposes of this provision, the terms set forth below as follows:
   
   (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

   (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

   (iii) “collusive practices” means a scheme or an arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and

   (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

   (v) “obstructive practices” are deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede an 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 acts intended to materially impede the exercise of inspection and audit rights provided for in the Grant agreement.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

(c) will normally cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the Financing engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDEMA to remedy the situation;
(d) will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a CDEMA-financed contract if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in competing for, or in executing, a CDEMA-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by the Financing, requiring bidders, suppliers and contractors to permit CDEMA to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by CDEMA.

2. With the specific agreement of CDEMA, may introduce, into the RFP for contracts financed by CDEMA a requirement that the consultant include in the proposal an undertaking by the consultant to observe, in competing for and executing a contract, the country’s laws against fraud and corruption (including bribery), as listed in the RFP. CDEMA will accept the introduction of such a requirement at the request of the Recipient’s country, provided the arrangements governing such undertaking are satisfactory to CDEMA.
Section 6. Terms of Reference

TERMS OF REFERENCE
Development of a Regional Emergency Telecommunications Strategy and Plan for the CDEMA system.

1.0 INTRODUCTION

The 2017 hurricane season had a devastating impact on the Caribbean and tested the capacity of national, regional and international partners to respond effectively to a multi-island strike (12 islands) over a two-week period. A Rapid Review of the regional response to the hurricanes (funded by the Governments of Canada and the UK and also UNICEF) found that logistics (including communications) and budget constraints impacted the timeliness of the response. The events of 2017 have demonstrated that further efforts are required to strengthen Comprehensive Disaster Management implementation in the region, and highlighted a number of areas where increased investment is needed.

2.0 OBJECTIVES OF THE CONSULTANCY

The main objective of the consultancy is to strengthen the Regional Telecommunications Architecture through the Development of the Regional Emergency Telecommunications Strategy and Plan.

The use of alerting systems, early warning systems, telecommunications for teams deployed for response should also be captured within the strategy and plan.

The strategy must also take into account the increased reliance on data-intensive technologies to provide situational awareness for decision makers.

3.0 SCOPE OF WORK

The Consultant is required to:

   3.1 Prepare an Inception Report.

       3.1.1 Prepare and submit for CDEMA’s approval, an Inception Report detailing the approach to be used in the execution of the consultancy. The report should include:

           (a) A detailed account of the work programme and timeline for completing the consultancy; and

           (b) An annotated outline detailing the key elements to be captured in the Regional Emergency Telecommunications Strategy and Plan.
3.1.2 Finalize the Inception Report incorporating comments from CDEMA.

3.2 Undertake consultations with CDEMA CU and the representatives of the 18 participating states to analyze and audit the existing telecommunications capabilities and submit a report of findings, recommendations and requirements to enhance regional emergency telecommunications for the review and approval of the CDEMA CU.

3.3 Develop and establish minimum standards for the National Disaster Management Offices telecommunications installations inclusive of evaluation tools.

3.4 Outline a Draft Regional Emergency Telecommunications Strategy.
   3.4.1 Review relevant Documentation.
   3.4.2 Review other relevant strategies as appropriate. These should include but are not limited to the following:
      (a) The Regional Comprehensive Disaster Management Framework and Strategy; and
      (b) Previous assessments, plans and strategies for emergency telecommunications in the region.
   3.4.3 Review both intra-regional and extra-regional best practices that are relevant for the development of the Strategy.
      (a) Review should include, but not be limited to, relevant documentation from the International Telecommunications Union (ITU) such as the “Guidelines for National Emergency Telecommunications Plans”.
      (b) The review should also include interviews with relevant personnel from organizations such as the Caribbean Telecommunications Union (CTU), CANTO, and Telecommunications Regulators within the region, International Telecommunications Union (ITU), International Amateur Radio Union (IARU) and the Emergency Telecommunications Cluster (ETC).
   3.4.4 Utilizing the outputs of the reviews draft an annotated outline of the Regional Emergency Telecommunications Strategy, inclusive of a Regional Integrated Emergency Telecommunications System.
   3.4.5 Submit the outline Strategy to CDEMA for comments and revise as necessary.

3.5 Develop the Draft of the Regional Emergency Telecommunications Strategy.
3.5.1 The draft Regional Emergency Telecommunications Strategy should reflect collectiveness and should include but not be limited to:
   (a) A statement of goals and objectives of the strategy;
   (b) General principles;
   (c) Strategy applications;
   (d) A Plan of Action;
   (e) A recommended set of steps for adapting and adopting the Regional Emergency Telecommunications Strategy in the CDEMA CU and each participating state.
   (f) Recommended set of steps for the monitoring of the implementation of the Regional Emergency Telecommunications Strategy.
   (g) Bibliography of documents and websites consulted in the Strategy development process.

3.6 Share the draft Regional Emergency Telecommunications Strategy with key stakeholders for feedback towards finalisation.

3.7 Develop the Final Regional Emergency Telecommunications Strategy and Plan addressing feedback on the draft document.

3.8 Final Report
   3.8.1 Prepare a Final Report which should describe the process utilised for conducting the Consultancy, the report should include:
      (a) A critical review of the Strategy development process;
      (b) Lessons learnt and recommendations for improvement of the overall process;
   3.8.2 Submit the Final Report as outlined at 3.8.1 to CDEMA for comments and revise as necessary.

4.0 RESULTS AND DELIVERABLES
   4.1 Inception Report
   4.2 A comprehensive report detailing findings from review and evaluation of existing systems, networks, equipment, documentation and highlighting recommendations for enhancement of regional emergency telecommunications
   4.3 Minimum standards for the National Disaster Management Offices telecommunications installations inclusive of evaluation tools.
   4.4 Draft Emergency Telecommunications Strategy
   4.5 Final Emergency Telecommunications Strategy and Action Plans
   4.6 Final Report
5.0 INPUTS OF THE CDEMA Coordinating Unit

5.1 Provide technical comments and feedback on the outputs of the Consultancy;
5.2 Organize the inception meeting;

6.0 CONSULTANT REQUIREMENTS

6.1 The Consultant/Consulting firm should demonstrate the following qualifications and competencies:

6.1.1 QUALIFICATIONS
(a) Advanced university degree in telecommunication, computer science, information technology or relevant field such as engineering etc., OR education in a reputed college of advanced education with a diploma of equivalent standard to that of an advanced university degree in one of the above-mentioned fields.

6.1.2 PROFESSIONAL EXPERIENCE
(a) At least 10 years of progressively responsible experience in the field relevant to the post.
(b) Have an understanding of the regional emergency telecommunication issues and relevant experience in disaster management;
(c) Experience working on relevant technology and policy issues, preferably in developing country contexts;
(d) Have excellent analysis, drafting and report presentation capacities;

7.0 DURATION

7.1 The Consultant may be an individual or team and should be able to assume duties by **July 1, 2020**. The Consultancy is scheduled to last for approximately nine (9) months.
PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7. Standard Forms of Contract

Preface

1. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant’s remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant’s experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise Consultant and to be involved in the daily execution of the assignment.

2. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bills of quantities, bidding documents, or software programmes. 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’s outputs by the Client is paramount.

3. The Standard Form of Contract issued by CDEMA with minimum changes, as necessary to address specific issues. Any such changes shall be introduced only through Contract Data Sheets or through Special Conditions of Contract and not by introducing changes in the wording of the General Conditions of Contract included in CDEMA’s Standard Form. These forms of contract cover the majority of consulting services. When these forms are not appropriate (for example, for pre-shipment inspection, procurement services, training of students in universities, advertising activities in privatisation, or twinning) prospective bidders shall use other contract forms acceptable to CDEMA.
CONTRACT FOR CONSULTANT’S SERVICES
Lump-Sum

Project / Procurement Activity Name ____________________________

Contract No. ____________________________

between

CDEMA

and

__________________________

[Name of the Consultant]

Dated: ____________________________
SAMPLE CONTRACT FOR
INDIVIDUAL CONSULTING SERVICES

LUMP-SUM PAYMENTS

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 Donor towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract.

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 [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any
tax obligation that may be imposed on the Consultant.

B. **Schedule of Payments**

The schedule of payments is specified below:

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

-[insert amount and currency] upon the Client's receipt of the draft report, acceptable to the Client; and

-[insert amount and currency] upon the Client's receipt of the final report, acceptable to the Client.

-[insert amount and currency] Total

C. **Payment Conditions**

Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant, 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.

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 software.

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 Barbados, 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 any country.
   (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 Donor; 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 Donor 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 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 CDEMA throughout the selection process and the execution of the Contract.

15. Fraud and Corruption Prohibitive Practices

CDEMA requires that all Consultants (including their respective officers, employees and agents) observe CDEMA’s Policies for the Selection and Contracting of Consultants financed by Donors. In particular, the Bank requires that all Consultants (including their respective officers, employees and agents) bidding for or participating in a Donor financed project adhere to the highest ethical standards, and report to CDEMA all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Selection Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited. CDEMA 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 CDEMA.

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

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR THE CLIENT

Signed by ____________________
Title: ____________________

FOR THE CONSULTANT

Signed by ____________________
Title: ____________________