

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: EDF11.1.2/04/20/2020

**Selection of Consultant for Provision of Support to the CDEMA CU in
Updating of the Logical Framework for the 11th European Development
Fund**

Country: Barbados

**Project: The 11th EDF Natural Disaster Facility in the CARIFORUM “*Caribbean
Regional Indicative Programme*”.**

Issued on: April 20, 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 20, 2020

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Letter of Invitation

Grant No. FED/2018/402-418
Barbados. April 20, 2020

1. The Caribbean Disaster Emergency Management Agency (CDEMA) has received financing (hereinafter called “Financing”) from the European Union (hereinafter called “the Donor”) toward the cost of implementation of a project “11th EDF Natural Disaster Facility in the CARIFORUM “*Caribbean Regional Indicative Programme*” 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. The Grant Agreement prohibits payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of CDEMA, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the CDEMA shall derive any rights from the Grant Agreement or have any claims to the proceeds of the Financing.

2. CDEMA now invites technical and financial proposals to provide Consultancy services for the *Provision of Support to the CDEMA CU in Updating of the Logical Framework for the 11th European Development Fund*. These proposals should be accompanied by evidence of similar work previously undertaken by the Consultant. More details on the services are provided in the Terms of Reference at Section 7.

3. A Consultant 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 - Eligible Countries
- Section 6 - CDEMA’s Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Lump Sum)

5. Completed Proposals should be titled:

Consultancy for Provision of Support to the CDEMA CU in Updating of the Logical Framework for the 11th European Development Fund

and must be submitted electronically no later than June 5th, 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 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 provides 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 shortlisted 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.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (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 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 6.

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 eligible countries as stated in Section 5 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.

6.3 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 so indicated in Section 5 (Eligible Countries) and 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 be 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

b. 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.

c. 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

ITC Clause Reference	A. GENERAL
1 (c)	Country of the Applicable Law: Barbados
2.1	<p>Name of the Client: Caribbean Disaster Emergency Management Agency Resilience Way, Lower Estate, St. Michael, Barbados</p> <p>Method of Selection: Quality and Cost- Based Selection</p> <p>Applicable Guidelines: Guidelines for The Selection and Engagement of Consultants dated March 2018, available on www.cdema.org/procurement</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The name of the assignment is: Selection of Consultant for: <u><i>Consultancy Services for the provision of Support to the CDEMA CU in Updating of the Logical Framework for the 11th European Development Fund</i></u></p>
2.3	A pre-proposal conference will be held: Yes <input type="checkbox"/> or NO <input checked="" type="checkbox"/>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p style="text-align: center;">Not applicable</p>
ITC Clause Reference	A. GENERAL
3.2.1	<p>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</p>

	to the Client by the Consultant as part of his Technical Proposal.														
4.1	Not Applicable														
6.3.1	Currently no debarment list is available.														
6.3.2	For the information of the Consultants, at the present time firms, goods and services from the following countries are eligible: <i>See Section 5 for list of Eligible Countries</i>														
	B. PREPARATION OF PROPOSALS														
9.1	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.														
10.1	The Proposal shall comprise the following: <u>FULL TECHNICAL PROPOSAL (FTP):</u> <table style="margin-left: 40px;"> <tr> <td>(1)</td> <td>Power of Attorney to sign the Proposal</td> </tr> <tr> <td>(1)</td> <td>TECH -1</td> </tr> <tr> <td>(2)</td> <td>TECH-2</td> </tr> <tr> <td>(3)</td> <td>TECH-3</td> </tr> <tr> <td>(4)</td> <td>TECH-4</td> </tr> <tr> <td>(5)</td> <td>TECH-5</td> </tr> <tr> <td>(6)</td> <td>TECH-6</td> </tr> </table> AND Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4	(1)	Power of Attorney to sign the Proposal	(1)	TECH -1	(2)	TECH-2	(3)	TECH-3	(4)	TECH-4	(5)	TECH-5	(6)	TECH-6
(1)	Power of Attorney to sign the Proposal														
(1)	TECH -1														
(2)	TECH-2														
(3)	TECH-3														
(4)	TECH-4														
(5)	TECH-5														
(6)	TECH-6														
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Yes _____ or NO <input checked="" type="checkbox"/>														

12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline, i.e. until: September 4, 2020
12.9c	Outsourcing of the whole Services is not allowed.
13.1	<p>Clarifications may be requested not later than 14 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Procurement Officer Caribbean Disaster Emergency Management Agency Resilience Way, Lower Estate, St. Michael, BARBADOS, W.I. Tel: + (246) 434-4880</p> <p>Facsimile: + (246) 271-3660 E-mail: procurement@cdema.org.</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes <input checked="" type="checkbox"/> or NO <input type="checkbox"/></p> <p>OR</p> <p>(b) other shortlisted Consultants: Yes <input type="checkbox"/> or NO <input checked="" type="checkbox"/></p>
14.1.2	Not applicable.
ITC Clause Reference	B. PREPARATION OF PROPOSALS
14.1.3	“Not Applicable”
14.1.4	The total available budget for this Fixed-Budget assignment is: 10,000 Euro (<i>exclusive</i> of taxes). Proposals exceeding the total available budget will be rejected.
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP <input checked="" type="checkbox"/> or STP <input type="checkbox"/></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>

16.1	<p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of international travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) communications costs;</p> <p>(4) cost of reports production (including printing) and delivering to the Client;</p>
ITC Clause Reference	B. PREPARATION OF PROPOSALS
16.2	<p>A price adjustment provision applies to remuneration rates: Yes _____ or NO <input checked="" type="checkbox"/></p>
16.3	<p>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/.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for the Services in EUROS.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes _____ or NO <input checked="" type="checkbox"/></p>
ITC Clause Reference	C. SUBMISSION, OPENING AND EVALUATION
17.1	<p>The Consultants shall submit their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: a single non-editable “PDF” file for the complete Technical Proposal;</p> <p>(b) Financial Proposal: a single non-editable “PDF” file for the complete Financial Proposal.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 5TH JUNE 2020</p>

	<p>Time: 11:59 HRS local time</p> <p>The Proposal submission address is: The Procurement Officer Caribbean Disaster Emergency Management Agency Resilience Way, Lower Estate, St. Michael, Barbados</p> <p>procurement@cdema.org</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes <input checked="" type="checkbox"/> or NO <input type="checkbox"/></p> <p>The opening shall take place at: same as the Proposal submission address</p> <p>Date: one day after the submission deadline indicated in 17.7;</p>
ITC Clause Reference	C. SUBMISSION, OPENING AND EVALUATION
19.2	Not applicable
21.1 [for FTP]	<p>Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposal are:</p> <p><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 5</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan, including level of detail, in responding to the Terms of Reference:</p> <p>(a) Methodology (appropriate activities to meet objectives) - 30</p> <p>(b) Work plan/Timetable of activities (realistic & Thorough - 20</p> <p>(c) Organisation and staffing (overall team composition) - 10</p> <p style="text-align: right;">Total points for criterion (ii): 60</p> <p>(iii) Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>(a) Position K-1: Team Leader 15</p> <p>(b) Position K-2: 10</p>

	<p>(c) Position K-3: 10</p> <p style="text-align: right;">Total points for criterion (iii): 35</p> <p><i>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:</i></p> <p>(1) General qualifications (general education and training, experience) 40%</p> <p>(2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) 40%</p> <p>(3) Relevant experience in the Region 20%</p> <p style="text-align: right;">Total weight: 100%</p>
ITC Clause Reference	C. SUBMISSION, OPENING AND EVALUATION
	(iv) n/a
	<p style="text-align: right;">Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: 70 Points</p>
21.1 [for STP]	N/A
ITC Clause Reference	C. SUBMISSION, OPENING AND EVALUATION
23.1	An online option of the opening of the Financial Proposals is offered: Yes <input checked="" type="checkbox"/> or NO <input type="checkbox"/> .
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	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: EURO</p> <p>The official source of the selling (exchange) rate is: Central Bank of Barbados</p> <p>The date of the exchange rate is: 28 days prior to submission of proposals</p>
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which (Sf) is the financial score;(Fm) is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p style="padding-left: 40px;">T = 0.8 ; and P = 0.2</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights:</p> <p>(T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
ITC Clause Reference	D. NEGOTIATIONS AND AWARD
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: July 5, 2020</p> <p>Address: Caribbean Disaster Emergency Management Agency Resilience Way, Lower Estate, St. Michael, Barbados</p>
30.1	<p>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</p> <p>The award information will include the following:</p>

	<ul style="list-style-type: none">(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. <p>The publication will be done within 30 days after the contract signing.</p>
30.2	<p>Expected date for the commencement of Services:</p> <p>Date: JULY 25, 2020 at: St. Michael, Barbados</p>

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST

Required for:		FORM	DESCRIPTION	Page Limit [set the limit, if applicable]
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	Not Applicable
“√”	“If applicable”	TECH-1 Attachment	If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.	
“√”	If applicable	Power of Attorney	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.	
√		TECH-2	Consultant’s Organisation and Experience.	
√		TECH-2A	A. Consultant’s Organisation	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
				Page Limit

Required for:		FORM	DESCRIPTION	[each MDB to set the limit, if applicable]
FTP	STP			
√	√	TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of 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.

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

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.}

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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}

- (a) **Technical Approach, Methodology, and Organisation of the Consultant's Team:** {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); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TOR in here.}
- (b) **Work Plan and Staffing:** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each Expert. 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) **Comments (on the TOR; and on counterpart staff and facilities)**
{Please describe your proposed modifications or improvement to the TOR (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. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORMTECH-5 (for FTP and STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

N°	Name	Expert’s Input (in person/month/person-days) per each Deliverable (listed in TECH-5)										Total Time Input (in months/days)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g. Mr. A, Babb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]							4		
			[Field]	[0.5 m]	[2.5]	[0]								3	
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1. For Key Experts the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2. Months are counted from the start of the assignment/mobilization. One (1) month equals 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.

 Full time input
  Part time input

**FORMTECH-6
(continued)**

CURRICULUM VITAE

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

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

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, 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. }

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

<p align="center">Detailed Tasks Assigned on Consultant’s Team of Experts:</p>	<p align="center">Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</p>
<p><i>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved }</i></p>	

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 }

Name of Expert	Signature	Date
----------------	-----------	------

{ day/month/year }

Name of authorized Representative of the Consultant (same who signs the Proposal)	Signature	Date
---	-----------	------

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:

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

{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-2SUMMARY OF COSTS

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

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

FORM FIN-3. BREAKDOWN OF REMUNERATION

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

A. Remuneration								
No.	Name ²	Position (as in TECH-6)	Person- months/Person- days Remuneration Rate ⁴	Time Input in Person- months/Person -days (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency - as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

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.

B. [Reimbursable]								
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem Allowances*}	{Night}		_____				
—	{e.g., International Flights}	{Ticket}		_____				
—	{e.g., In/Out Airport Transportation}	{Trip}		_____				
	{e.g., Communication Costs between {Insert place} and {Insert place}}			_____				
	{ e.g., Reproduction of Reports}			_____				
	{e.g., Office Rent}			_____				
			_____				
	{Training of the Client’s Personnel – if required in Terms of Reference}			_____				
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. ELIGIBLE COUNTRIES

EUROPEAN UNION ELIGIBILITY RULES AFRICAN CARIBBEAN PACIFIC – EUROPEAN UNION NATURAL DISASTER RISK MANAGEMENT

PARTICIPATION IN PROCEDURES FOR THE AWARDING OF PROCUREMENT CONTRACTS OR GRANT CONTRACTS

1. Participation in procedures for the award of procurement contracts financed under the EU Contribution Agreement for the Implementation for the Action entitled: “Africa Caribbean Pacific – European Natural Disaster Risk Management in CARIFORUM Countries” (ACP – EU NDRM)”, is open to international organisations and all natural persons who are nationals of, or legal persons who are established in, an eligible country.

2. Eligible countries¹ are deemed to be:

(a) Members of the “African, Caribbean and Pacific (ACP) Group of States”²:

Africa:

South Africa³, Angola, Benin, Botswana, Burkina Faso, Burundi, Central African Republic, Cameroon, Cape Verde, Chad, Comoros Islands, Congo, Côte d'Ivoire, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Equatorial Guinea, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mauritania, Mozambique, Namibia, Niger, Nigeria, Uganda, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Sudan, Swaziland, Tanzania, Togo, Zambia and Zimbabwe.

¹ Note some countries may be eligible by virtue of more than one category

² Cotonou Partnership Agreement of 23 June 2000 (as amended by the provisional application of Decision No 1/2000 of the ACP-EC Council of Ministers of 27 July 2000, Decision No 1/2000 of the ACP-EC customs cooperation committee of 18 October 2000, Decision No 1/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 2/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 3/2001 of the ACP-EC customs cooperation committee of 10 May 2001, Decision No 4/2001 of the ACP-EC customs cooperation committee of 27 June 2001, Decision No 5/2001 of the ACP-EC customs cooperation committee of 7 December 2001, Decision No 2/2002 of the ACP-EC customs cooperation committee of 28 October 2002, Decision No 1/2003 of the ACP-EC Council of Ministers of 16 May 2003, Council Decision (EC) of 19 December 2002, Decision No 1/2004 of the ACP-EC Council of Ministers of 6 May 2004, Decision No 2/2004 of the ACP - EC customs cooperation committee of 30 June 2004 and Decision No 4/2005 of the ACP-EC customs cooperation committee of 13 April 2005).

³ Natural and legal South African persons are eligible to participate in contracts financed by the 10th/11th EDF. However, the 10th/11th EDF does not finance contracts in South Africa.

Caribbean:

Antigua and Barbuda, Bahamas, Barbados, Belize, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and

the Grenadines, Suriname, Trinidad and Tobago.

Pacific:

Cook Islands, East Timor, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Papua New Guinea, the Solomon Islands, Western Samoa, Tonga, Tuvalu, Vanuatu.

Overseas Countries and Territories:

Anguilla, Antarctic, Netherlands Antilles, Aruba, British Indian Ocean Territory, British Virgin Islands, Cayman Islands, Falkland Islands (Malvinas), French Polynesia, French Southern Territories, Greenland, Mayotte, Montserrat, New Caledonia, Pitcairn, Saint Helena, Saint Pierre and Miquelon, South Georgia and South Sandwich Islands, Turks and Caicos, Wallis and Futuna Islands.

(b) A Member State of the European Union:

Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

An official candidate country of the European Union:

The Former Yugoslav Republic of Macedonia, Turkey, Iceland, Montenegro.

A Member State of the European Economic Area: Iceland, Lichtenstein, Norway.

(c) All natural persons who are nationals of, or legal persons who are established in, a Least Developed Country as defined by the United Nations:

Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Dem. Rep. Congo, Equatorial Guinea, Eritrea, Ethiopia, Guinea, Guinea-Bissau, Haiti, Kiribati, Lao PDR, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Djibouti, Solomon Islands, Somalia, South Sudan, Sudan, Tanzania, The Gambia, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, Rep. and Zambia.

(d) Participation in procedures for the award of procurement contracts or grants financed from the Facility shall be open to all-natural persons who are nationals of, or legal persons established in, *any country other than those referred to in paragraph 1, where reciprocal access to external assistance has been established*. Reciprocal access in the Least Developed Countries as defined by the United Nations (UN) shall be automatically granted to the OECD/DAC members: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Japan, Korea, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom, United States.

Caveat: The EU eligibility requirements are subject to change by the EU. The applicant is responsible for checking whether there have been any updates on the eligibility requirements, as well as the UN's list of Least Developed Countries.

Section 6: 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 7. Terms of Reference

TERMS OF REFERENCE

PROVISION OF SUPPORT TO THE CDEMA CU IN UPDATING OF THE LOGICAL FRAMEWORK FOR THE 11TH EUROPEAN DEVELOPMENT FUND

1. BACKGROUND

The Caribbean Region comprises small states with significant populations in urban centres. These developing economies are highly vulnerable to natural hazards which have adverse impacts on livelihoods and vital infrastructure. These hazard impacts adversely impact development gains. The Caribbean Disaster Emergency Management Agency (CDEMA) has the mandate to provide guidance and oversight of disaster management in the Caribbean. To ensure the sustainable development of resilient states, that agency has developed the Comprehensive Disaster Management (CDM) philosophy and supporting strategy to guide member states and the Dominican Republic in efforts towards resilience against disaster impacts. The CDM Strategy 2014-2024 synergises the region's efforts to achieve results targeted in the Sendai Framework for Disaster Risk Reduction, the Paris Agreement on Climate Change, the Sustainable Development Goals and the 2030 Development Agenda.

The EUR 14 Million action will support CDEMA and the National Emergency Commission (CNE) in the Dominican Republic in the process of mainstreaming and advancing CDM as the Caribbean's platform for achieving risk reduction efforts at the national level. The action will also support ECHO Disaster Risk Reduction activities in the region in order to build on learnings and windows of opportunity generated by recent disasters in most affected territories and also facilitate an interconnected and complementary approach in disaster preparedness so as to facilitate early action in line with the CDM Strategy and Sendai priorities. In light of the specific type and timeframe of the actions concerned, Disaster Risk Reduction activities to be implemented by Directorate -General for International Cooperation and Development (DG DEVCO) constitute development activities, whereas activities to be implemented by ECHO under the cross sub-delegation constitute humanitarian activities.

The overall objective of the programme is to contribute to the reduction of the vulnerability of the CARIFORUM States to disaster risks and to their sustainable development. It is articulated along four (4) expected results and associated key activities which have been developed in line with Priority Areas 1,2,3 and 4 of the CDM Strategy: Strengthened Institutional Arrangements for CDM, Increased and Sustained Knowledge Management and Learning for CDM, Improved Integration of CDM at sectoral levels and Strengthened and Sustained Community Resilience.

Result 1: National and community level capacity for resilience building and operational readiness strengthened.

Result 2: Integration of CDM into key sectors at the national level enhanced.

- Result 3: Capacity for Disaster Risk Management (DRM) coordination at national and regional levels strengthened between CDEMA, Dominican Republic and other countries within the Caribbean region.
- Result 4: Local capacity for Disaster Risk Reduction Management in the Dominican Republic improved.

This programme is relevant for Agenda 2030. It contributes primarily to the progressive achievement of SDG Goal 13:” *Take urgent action to combat climate change and its impacts*” where disaster risk management is seen as a frontline to climate change adaptation. It also promotes progress towards SDG Goal 5”*Gender Equality and Empowerment of Women and Girls*” , and SDG Goal 11 “*Make cities inclusive, safe, resilient and sustainable*” recognising that significant populations live in urban centers and the Caribbean’s commitment to integrating disaster risk management into key sectors. The CDM Strategy which articulates the Caribbean’s pathway towards achieving these global agendas has been formally endorsed and results achieved will be reported through the CDM.

The main activities are as follows

Result 1 - National and community level capacity for resilience building and operational readiness strengthened

- 1.1 Full Application of the CDM Audit Tool to support identification of country needs;
- 1.2 Develop multi-year Country Work Programmes and Performance Monitoring Frameworks;
- 1.3 Provide Country Directed support which offers funding for countries to implement DRM programming;
- 1.4 Capacity building for Monitoring, evaluation and reporting (MER) and advancing CDM Blueprint at the national level
- 1.5 Support the advancement of Community based DRM initiatives, including expansion of capacity for multi hazard early warning systems
- 1.6 Provide information to raise population awareness
- 1.7 Support the operational readiness

Result 2: Integration of CDM into key sectors at the national level enhanced

- 2.1 Support the implementation of sectoral level disaster risk management programmes at national level;
- 2.2 Support the monitoring and evaluation of the CDM Strategy at sector/national level;
- 2.3 Conduct a mid-term progress review of the CDM Strategy 2014-2024 with a focus at national/sector level

Result 3: Capacity for DISASTER Risk Management Coordination at National and Regional levels strengthened between CDEMA, Dominican Republic and other countries within the Caribbean Region.

3.1 Enhance the capacities at national and regional levels for delivery of the responsibilities for response in keeping with the relevant Articles of the Agreement Establishing CDEMA, and incorporating lessons learned from the Rapid Review of the response to Hurricanes Irma and Maria, and the wider review of the RRM.

3.2 Create formal mechanisms and undertake regional exchanges and replication of good practices in disaster risk management with CDEMA PS, DR, Cuba and OCTs in the Caribbean.

3.3 Convene the CDM Conference as the Biennial reporting mechanism on progress of implementation of the CDM Strategy towards achieving the resilience agenda in the region.

Result 4: Local capacity for Disaster Risk Reduction Management in the Dominican Republic improved.

4.1 Consolidate and regional projection of the National Integrated Information System and the National School of Disaster risk Management;

4.2 Improve resilience of critical infrastructures and promoting regional campaigns and vulnerability assessment methodologies for key sectors such as hospitals, schools and water systems taking into account tools developed by DIPECHO and EDF projects.

4.3 Develop a programme related to the specificities of the country to enhance local governance, increase community capacities and raise public awareness for Disaster Risk Reduction Intervention logic.

CDEMA has responsibility for delivering on Results 1-3 and as such the day-to-day technical and financial monitoring of the implementation of this action will be a continuous process and part of the CDEMA responsibilities. Monitoring of the project implementation against the planned results will be the responsibility of the Planning and Business Development Department (PBDD) of the Office of the Executive Director under the oversight of the Planning and Business Development Manager (PBDM). Monitoring will focus on systematic monitoring of performance and progress towards the attainment of outputs and outcomes (immediate, intermediate and ultimate) as part of a results-based approach. Performance will be assessed against the targets and indicators set out in the Indicative Logical Framework.

The National Emergency Commission (CNE) of the Dominican Republic has responsibility for delivering on Result 4.

During this inception phase, it is now necessary to develop a baseline assessment to provide appropriate baseline information to support monitoring of the relevant actions.

2. OBJECTIVES

The objective of this Consultancy is to review the indicative logical framework and update as necessary paying attention to the indicators, baselines and targets for the actions envisioned in the project for Results 1-4.

3. SCOPE OF WORK

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

Specific tasks of the Consultant will be:

- 3.1 Review the Activities of the project by Result Area
- 3.2 Cross check with the CDM Strategy and CDEMA Corporate Plan to ensure that identified parameters/ indicators in the draft Performance Monitoring Framework are aligned to regional and institutional objectives.
- 3.3 Identify key indicators of success in implementation of the programme
- 3.4 Develop an indicator reference sheet for identified indicators to specify how each indicator will be measured.
- 3.5 Based on above, update the Performance Monitoring Framework that sets suitable targets
- 3.6 Develop monitoring plan that:
 - (a) Sets out the methods to be used to address the question of whether change observed through monitoring indicators can be attributed to the project interventions
 - (b) identifies responsibilities for monitoring, and
 - (c) identifies intervals for monitoring.
- 3.7 Conduct a baseline assessment using both qualitative and quantitative techniques as appropriate to be an input to the project monitoring process.
- 3.8 Prepare a baseline report providing baseline data values for every indicator selected
- 3.9 Develop an M&E reporting system to include report formats and key report recipients.

4. OUTPUTS

The Consultant will be required to provide the following reports and deliverables to CDEMA:

- 4.1 Performance Monitoring Framework
- 4.2 Indicator Reference Sheet
- 4.3 Baseline Assessment Report
- 4.4 M&E reporting system to include report formats and according to key report recipients on contribution to results utilising the indicators.

5. QUALIFICATIONS AND EXPERIENCE

The Consultant must possess the following minimum qualifications to undertake the assignment.

Specific Qualifications:

Postgraduate degree in Emergency Management, Social Sciences or a related field and proven experience (at least 10 years) in supporting the assessment of national level disaster management priorities.

Or

Post-graduate certification in Monitoring and Evaluation with demonstrated experience in disaster risk management/development

Other qualifications:

The Consultant shall also possess:

- (a) Experience in Project Management
- (b) Prior experience carrying out similar assignments;
- (c) Understanding of disaster risk management issues;
- (d) Experience in Results Based Management;
- (e) Meeting and consultation facilitation skills
- (f) Experience working in the Caribbean
- (g) An excellent command of the English language and the ability to clearly express ideas in writing.

6 DURATION

Twenty (20) person days have been assigned for the completion of the Consultancy over a period of **two (2) months**.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8. 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 Resolution⁴** 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
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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 prohibited⁵. 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

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____