



JAMPRO
TRADE & INVESTMENT JAMAICA

**REQUEST FOR
PROPOSALS
RFP # SP-SPSU-2019-002**

Programme Manager for Export Max III

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Section 1. Letter of Invitation

Kingston, Jamaica
January 24, 2019
Programme Manager, Export Max III

Dear Sir/Madam,

1. On behalf of the Government of Jamaica, the Jamaica Promotions Corporation has committed funds to obtain the services of a Programme Manager for the Export Max III Programme for which this Request for Proposals is issued.
2. The Jamaica Promotions Corporation now invites proposals to provide the following consulting services: Programme Manager, Export Max III Programme. More details on the services are provided in the Terms of Reference.
3. A firm will be selected under Quality Cost-Based Selection procedures described in this RFP, in accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures which can be found at the following website: www.mof.gov.jm.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
6. Please inform us in writing at the following address upon receipt - procurement@jamprocorp.com :
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit a proposal alone or in association.

Sincerely,
JAMAICA PROMOTIONS CORPORATION

Ricardo Durrant
Manager, Sales & Promotions Support Unit
18 Trafalgar Road
Kingston 10

Section 2. Instructions to Consultants

Definitions

- a. “Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
- b. “Consultant” means any entity or person that may provide or provides the Services to the Procuring Entity under the Contract.
- c. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d. “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- e. “Day” means calendar day.
- f. “Government” means the Government of Jamaica
- g. “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their Proposals.
- h. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Entity to the short-listed Consultants.
- i. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- j. “Proposal” means the Technical Proposal and the Financial Proposal.
- k. “RFP” means the Request for Proposal to be prepared by the Procuring Entity for the selection of Consultants, based on the SRFP.
- l. “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Entity as a guide for the

preparation of the RFP.

- m. “Services” means the work to be performed by the Consultant pursuant to the Contract.
- n. “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- o. “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend the pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Procuring Entity’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Procuring Entity will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity 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 Consultants.

N.B. GOJ reserves the right not to award a contract to any party with whom we are currently in litigation or in the past engaged in litigation.

Conflict of Interest

1.6 GOJ policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests' paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel 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 to be executed for the same

or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the privatization of public assets shall not purchase, nor advise Procuring Entities of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the GOJ throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Procuring Entity shall work as Consultants under their own Ministries, Departments or Agencies. Recruiting former government employees of the Procuring Entity to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that

they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Entity by the Consultant as part of his technical proposal.

**Unfair
Advantage**

1.6.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Procuring Entity shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

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

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

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

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

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their

property to influence their participation in the procurement process or affect the execution of a contract;

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

1.8 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Origin of Goods and Consulting Services

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except where:

- the procurement is covered under a Free Trade Agreement
- a multilateral funding agency policy which limits the origin.
- the procurement is limited to local consultants

Only one Proposal

1.11 Consultants may only submit one proposal. If a Consultant submits or participates in more than one

proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

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|--|------|--|
| Proposal Validity | 1.12 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity 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 the source of inquiry) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Procuring Entity may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Procuring Entity, shall be written in the language (s) |

specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-participating Consultant(s), or (b) Consultants if so indicated in the Data Sheet. A Consultant must first obtain the approval of the Procuring Entity if it wishes to enter into a joint venture with non-Consultant(s). In case of association with non-Consultant(s), the Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that

the firm's Personnel have a working knowledge of the Procuring Entity's national language.

**Technical
Proposal
Format and
Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Procuring Entity as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Entity.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/

- effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Entity (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
 - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of

Section 3).

- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Procuring Entity under the Contract. The Procuring Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures November 2008 (<http://www.mof.gov.jm>) the Bidder shall have to demonstrate that they have paid such taxes, duties, fees and other impositions as may be levied in Jamaica.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Procuring Entity may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be deposited in the TENDER BOX provided at the address referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Procuring Entity shall not be responsible for misplacement, losing or premature opening if the outer

envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Procuring Entity after the deadline for submission shall be returned unopened.

4.6 The Procuring Entity shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

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

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

- Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**
- 5.4 After the technical evaluation is completed the Procuring Entity shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. Where possible the financial proposals should be opened publicly. In this case, the Procuring Entity shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, of the date, time and location for opening of the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be

converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 20 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 100) indicated in the Data Sheet.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Procuring Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Procuring Entity to ensure satisfactory implementation of the assignment. The Procuring Entity shall prepare minutes of negotiations which will be signed by the Procuring Entity and the Consultant.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Procuring Entity's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases

of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Entity with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

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| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Procuring Entity shall award the Contract to the selected Consultant and publish notice of the award on its website or the respective MDB website in the case of multilaterally funded contracts. The Procuring Entity shall promptly notify all Consultants who have submitted proposals. After Contract signature, the Procuring Entity shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in |

the Data Sheet.

- 8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	Name of the Procuring Entity: Jamaica Promotions Corporation RFP # SP-SPSU-2019-002 Method of selection: QUALITY-COST BASED SELECTION
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes X__ No __ Name of the assignment is: Programme Manager, Export Max III Programme
1.3	A pre-proposal conference will be held: Yes _____ No X_____
1.4	The Procuring Entity will provide the following inputs and facilities: <ul style="list-style-type: none"> • Work Station/ Office at JAMPRO • Email and internet access at JAMPRO • Equipment
1.6.1 (i)	The Procuring Entity envisages the need for continuity for downstream work: Yes ___ No X___
1.12	Proposals must remain valid <u>120</u> days after the submission date.

2.1	<p>Clarifications may be requested in writing not later than THREE working days before the submission date. Telephone calls will not be facilitated.</p> <p>The address for requesting clarifications is: Mr. Ricardo Durrant Manager Sales & Promotion Support Unit 18 Trafalgar Road, Kingston 10 Facsimile: 1-876-978-4341 E-mail: salesupport@jamprocorp.com</p>
3.1	Proposals shall be submitted in the following language: English
3.3 (a)	Consultants may associate with other Consultants: Yes ___ No <u>X</u>
3.3 (b)	The duration of the contract shall be for thirty-six (36) months.
3.4	<p>The format of the Technical Proposal to be submitted is: FTP <u>X</u> or STP ___</p> <p>The following forms must be used:</p> <ul style="list-style-type: none"> • TECH 1 • TECH 2 • TECH 3 • TECH 4 • TECH 6 • TECH 8
3.4 (g)	Training is a specific component of this assignment: Yes ___ No <u>X</u>
3.5	Technical proposals should not include financial information, however should include a copy of the Tax Compliance Certificate/Tax Compliance Letter. A Technical Proposal containing financial information may be declared non-responsive
3.6	<p>The financial proposals shall be prepared using the following forms:</p> <ul style="list-style-type: none"> • FIN 1 • FIN 2 • FIN 3* <p>*Costing for reimbursables should not be included. Reimbursables</p>

	will be negotiated at contract stage.
3.7	<p>Amounts payable by the Procuring Entity to the Consultant under the contract to be subject to local taxation: Yes <u>X</u> No ___</p> <p>At the time of the contract award overseas bidder shall present to the Procuring Entity a valid Tax Compliance Certificate/Letter. Local bidders shall submit their Tax Compliance Certificate/Letter at the time of bid submission.</p>
3.8	<p>Consultant to state cost in United States currency: Yes ___ or No <u>X</u></p>
4.3	<p>To be deemed responsive, the bidder must submit the Technical and Financial Proposals using a double envelope system. Submissions should include one original copy (so marked) along with four (4) duplicate copies of the proposal. Proposals are acceptable only in hard copy in a sealed envelope. The inner envelopes should indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late. One sealed envelope should include the technical proposals and another sealed envelope should include the financial proposal. The outer envelope should be addressed as follows:</p> <p>Jamaica Promotions Corporation 18 Trafalgar Road Kingston 10 Attn: Mr. Ricardo Durrant Ref: RFP #: SP-SPSU-2019-002</p> <p>Proposals MUST be deposited in the appropriately labeled Tender Box located beside the Security/Receptionist Desk in the Lobby at JAMPRO's Head Office, 18 Trafalgar Road, Kingston 10. The time on the clock displayed in the Lobby on the wall behind the Security/Receptionist Desk will be used. The Bid Receipt Record should be signed by the Bidder's Representative, who should ensure that the Tender Number on the Bid Receipt Record is written on the envelope(s) before depositing in the Tender Box.</p> <p>If courier services are utilized, specific instructions must be given for the Proposals to be deposited directly in the Tender Box.</p> <p>JAMPRO is not responsible for non-compliance in respect of the above instructions.</p>
4.5	<p>Proposals must be submitted no later than the following date and time: Friday, March 22, 2019 at: 10:00 am. EST.</p>

	No late submissions will be accepted.																														
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">Points</th> </tr> </thead> <tbody> <tr> <td>Technical Proposal</td> <td style="text-align: right;">25</td> </tr> <tr> <td> Methodology & Work Plan</td> <td></td> </tr> <tr> <td>-Consultant's technical understanding of the Scope of Work as evidenced by: an outline of the approach to execute consultancy including a proposed timeline of activities including</td> <td></td> </tr> <tr> <td>-Responsive Proposals should provide straightforward, concise information that satisfies the requirements of the client.</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Background and Experience</td> <td></td> </tr> <tr> <td>- Qualifications and demonstrable experience of (10) key personnel to be assigned to this contract.</td> <td style="text-align: right;">25</td> </tr> <tr> <td>-Technical competence of the Consultant (15)</td> <td></td> </tr> <tr> <td>Client Reference /Past Performance</td> <td style="text-align: right;">10</td> </tr> <tr> <td>-Two completed Client Referral Forms</td> <td></td> </tr> <tr> <td> Total Technical Proposal</td> <td style="text-align: right;">70</td> </tr> <tr> <td colspan="2">FINANCIAL PROPOSAL</td> </tr> <tr> <td><u>Lowest tender</u> x Price weighting (30)</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Financial proposal</td> <td></td> </tr> <tr> <td>Total Technical and Financial Points</td> <td style="text-align: right;">100</td> </tr> </tbody> </table>		Points	Technical Proposal	25	Methodology & Work Plan		-Consultant's technical understanding of the Scope of Work as evidenced by: an outline of the approach to execute consultancy including a proposed timeline of activities including		-Responsive Proposals should provide straightforward, concise information that satisfies the requirements of the client.	10	Background and Experience		- Qualifications and demonstrable experience of (10) key personnel to be assigned to this contract.	25	-Technical competence of the Consultant (15)		Client Reference /Past Performance	10	-Two completed Client Referral Forms		Total Technical Proposal	70	FINANCIAL PROPOSAL		<u>Lowest tender</u> x Price weighting (30)	30	Financial proposal		Total Technical and Financial Points	100
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	The minimum technical score required to pass is: <u>56</u> Points																														
5.7	The formula for determining the financial scores is the following $S_f = 30 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.																														
6.1	Expected date and address for contract negotiations: Monday, April 1, 2019 18 Trafalgar Road Kingston 10																														
7.2	Expected date for commencement of consulting services Monday, April 8, 2019.																														

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Procuring Entity
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Entity:	Total Nº of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE
PROCURING ENTITY**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (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

[Comment here on counterpart staff and facilities to be provided by the Procuring Entity according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK
PLAN FOR PERFORMING THE ASSIGNMENT**

a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) Organization and Staffing. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record

[*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: __ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Procuring Entity: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
										Subtotal									
Local																			
1		[Home]																	
		[Field]																	
2																			
n																			
										Subtotal									
										Total									

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their 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 under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

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 Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 SUMMARY OF COSTS

Item	Costs			
	<i>US\$</i> ¹	<i>US\$</i> ¹	<i>US\$</i> ¹	<i>US\$</i>
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Procuring Entity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² _____ _____	Description:³ _____ _____			
Cost component	Costs			
	<i>US\$¹</i>	<i>US\$¹</i>	<i>US\$¹</i>	<i>US\$¹</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	US\$ ¹	US\$ ¹	US\$ ¹	US\$ ¹
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
Total Costs							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____								
N ^o .	Description ²	Unit	Unit Cost ³	Quantity	US\$ ¹	US\$ ¹	US\$ ¹	US\$ ¹
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Procuring Entity's personnel ⁶							
Total Costs								

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Procuring Entity's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix

Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) Salary
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) Bonus
Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Costs
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff

member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

- (vii) **Away from Headquarters Allowance or Premium**
Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.
- (viii) **Subsistence Allowances**
Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs and Charges

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

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ₁	Overhead ₁	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ₁
Home Office									
Field									

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

Section 5. Terms of Reference

Programme Manager: Export Max III

I. **BACKGROUND**

Export Max III, the third staging of the enterprise development programme for exporter ready enterprises was launched on November 29, 2018. The programme is seeking to attract fifty (50) local companies from the food, non-food and services sectors which are desirous of exporting for the first time or wish to expand their exports into new or existing markets.

The Export Max programme has highlighted many of the challenges being faced by exporters and export ready firms, particularly internal challenges related to finance, management, technology, productivity and general business processes. The Export Max III programme will build on the achievements of the first and second phases which have proven to be excellent tools for the sustainable development of several companies.

JAMPRO, the JBDC and the JMEA have partnered to provide a programme which will prepare these enterprises for the successful penetration of export markets. The overarching goal of the programme is to enable the companies to be competitively positioned to take advantage of market opportunities and ultimately make a greater contribution to the overall performance of the Jamaican economy.

To effectively coordinate the efforts of the three coalition partners, namely JAMPRO, JMEA and JBDC, JAMPRO has hired a consultant to design the programme to be used to implement Export Max III (EM3). Work of the consultant having been completed, JAMPRO is seeking to contract the services of a Consultant with excellent administrative skills and intimate knowledge and understanding of business development and the Jamaican export ecosystem to coordinate and monitor the implementation of the various activities designed for the programme.

The activities can be grouped into three broad categories:

Activities	Responsible Agency
Secretariat Services: Meeting coordination, meeting minutes, record keeping, hosting,	JAMPRO
Capacity Building: Business Training, financial, marketing and operating training	JBDC
Mentorship, Advocacy and general business support	JMEA
Market Penetration: Market research, Buyer Research and engagement, trade show activations, B2B Meetings	JAMPRO

Consultancy Overview

This consultancy shall run for three years from April 2019 to March 2022 and is heavily administrative in scope. The Consultant will be required to play a coordinating role within JAMPRO and amongst the coalition partners, sponsors and other key stakeholders to ensure that the programme remains on track and delivers the desired results.

The Consultant is expected to work effectively with staff at all levels. At the same time, he/she will be required design templates and presentations and therefore must be comfortable with the Microsoft Suite of office programmes. The incumbent must be comfortable will project management and medium and long-term planning. Experience with Government of Jamaica procurement processes and timelines would therefore be an asset.

II. OBJECTIVES

The purpose of contracting a Programme Manager for the Export Max III Programme is to provide support to the Operating Committee which comprises members from JAMPRO, JBDC and the JMEA. The Programme Manager will:

- a) Coordinate and manage activities related to all components of the programme under the broad categories, namely, Capacity Development, Market Penetration and Mentorship being implemented by the coalition partners.
- b) Drive the implementation of EM3 to realise the expected impact of the programme to meet agreed targets
- c) Monitor and report monthly on key performance indicators under the programme.

III. SCOPE OF WORK

The specific tasks to be carried out under the consultancy are, but not limited to, the following:

- a) Assess and revise current action plan to execute the Programme and meet its objectives
- b) Provide leadership to the secretariat implementing the Export Max III Programme as designed in collaboration with our coalition partners
- c) Develop, implement and manage workflow for the programme including support for missions, drawdown on sponsorship support (finance and in-kind)
- d) Coordinate all activities for the programme with partners, sponsors, internal departments and other key stakeholders.
- e) Collate and submit monthly activity and finance reports from all partner agencies for timely submission to the Operating and Steering Committees noting achievements, gaps, environmental trends and risks identified
- g) Identify and develop the relevant documentation/templates to support the programme activities

- h) Flag industry/client issues for intervention/ advocacy to the relevant partner for action and resolution
- i) Ensure agreed service standards are met on an ongoing basis
- j) Ensure funding/ sponsorship contracts /procurement requirements are followed to ensure the financial integrity of the programme
- k) Provide information/content on the programme to JAMPRO's Marketing and Communication Division in a timely manner when required, to assist in the development of related press releases / promotional activities

Expected Deliverables

The Programme Manager will deliver:

1. An Inception Report, which shall include a work plan with clear timelines aligned with deliverables, main activities, stakeholder schedule.
 2. Export Max III Implementation Plan to include a Gantt chart
 3. Stakeholder engagement analysis with assessment of expected levels of support along with measures to gain or maintain expected levels of support.
 4. Design reporting template to capture key performance indicators (KPI) from coalition partners and participants to be collated and shared with the Operating Committee and Sponsors as required.
 5. Design measurement system to ensure a running balance of each KPI monthly. The system should take into consideration the baseline for each component of the programme, for e.g. export sales, which would then be tracked monthly and fed into a comprehensive report.
 6. Design and implement control matrix to show, agency/persons accountable, responsible, to be consulted and informed for each activity and how that will be tracked without fail.
3. Develop and ensure approval of quarterly work plans and monthly reports
 4. Complete and deliver close-out report for the programme.

EVALUATION AND SELECTION

The Consultant will be evaluated based on the qualifying criteria set out in accordance with Section 2 of this document and will be required to submit with the proposal the following:

- Approach to the Consultancy
- Stakeholder Analysis Template and Preliminary Assessment
- Measurement System Design
- Programme reporting template
- Design of control matrix

IV. QUALIFICATIONS AND EXPERIENCE

Qualifications Requirements

- A Post- Graduate degree in any of the following – Marketing, Management, Development Studies or Master of Business Administration (MBA)
- At least five (5) years direct work in project management at a senior level
- Demonstrated ability to design the required documents based on clear needs identification and understanding of the operating context
- Demonstrated experience in developing measurement systems
- A least three (3) years' experience working with cross functional teams
- Excellent verbal and written communication skills
- Competence in Microsoft Projects or Excel to develop project cycles

Period: Three years for the duration of Export Max III – contingent on performance review after the first six (6) months. The intended start date is April 2019.

V. REPORTING AND LOCATION

The Programme Manager will be based at JAMPRO and will be supported with all the necessary tools to effectively manage the programme. He/ She will be required to attend meetings and other events at partner offices and other locations within the Corporate area. The incumbent will report directly to the Manager of the Sales & Promotions

Support Unit within the Sales & Promotions Division at JAMPRO with a dotted line to the Export Max III Operating and Steering Committees.

Section 6. Standard Forms of Contract

[JAMPRO Standard Contract Template will be used]



JAMPRO
TRADE & INVESTMENT JAMAICA

CONTRACT OF SERVICES

THIS CONTRACT is made on the day of _____, 2019 between the **JAMAICA PROMOTIONS CORPORATION (JAMPRO)**, a Corporation established under and existing by virtue of the Jamaica Promotions Corporation Act, 1990, having its principal offices at 18 Trafalgar Road, Kingston 10 (hereinafter referred to as ("**JAMPRO**")) of the **ONE PART** and [name of the Consultant and the address] (hereinafter referred to as the "**Consultant**") of the **OTHER PART**.

JAMPRO and the Consultant may hereinafter be referred to collectively as "**the Parties**" and each "**a Party**".

[List of objectives of Parties].

The Parties agree as follows:

1. **The Project**

[Project Outline]

2. **The Deliverables**

[List of Deliverables]

3. **Contract Sum**

3.1 JAMPRO shall pay [insert Contract Sum] (exclusive of General Consumption Tax) to the Consultant for the execution of the Project in accordance with the following payment schedule:

[Schedule of Payments]

3.2 [Method of Payment]

4. **Contract Term**

4.1 The Contract Term shall be for [Insert Contract Term]. For the avoidance of doubt, this Contract Term excludes those periods reserved by JAMPRO for review.

4.2 The Contract Term shall not be extended without the prior written approval of the Parties.

5. Representatives

5.1 The Representative of the JAMPRO shall be [Name of Supervising Officer].

5.2 The Representative of the Consultant shall be [Name of individual].

6. Representations and Warranties

6.1 The Consultant warrants and undertakes to JAMPRO that he/ she has the necessary skills to undertake and complete the Project on the agreed terms.

6.2 The Consultant represents and warrants that he/ she shall diligently and in a professional manner complete the Project in accordance with the stipulated timeframe for delivery of the Project.

7. Termination

7.1 Either Party may terminate the Contract by giving to the other Party [insert termination period] written notice of their intent to terminate.

7.2 Upon termination, the Contract Sum shall be prorated based upon the stage of the Project completed to date and the submission of an invoice for work completed to date.

8. Dispute Resolution

[Insert Dispute Resolution and Rights]

9. Notice

Each Party's address for service of any notice under this Contract shall be its above mentioned address or such other address as may be specified by the Party in written notice to the other Party.

10. Confidentiality

The Consultant undertakes not at any time after the date hereof to divulge any information in relation to JAMPRO's affairs or business, or method of carrying on business or to make use of the information supplied by JAMPRO by virtue of this Contract, except for purposes of the discharge by the Consultant of her obligations under this Contract, and this clause shall continue to have effect notwithstanding termination of this Contract for any cause.

On termination of this Contract, the Consultant further undertakes to return to JAMPRO all written material embodying information designated by JAMPRO as

confidential and all correspondence thereof and to ensure observance of the provisions of this clause, both during the subsistence of this Contract and thereafter.

11. Waiver

The failure of either Party to enforce its rights under this Contract at any time for any period shall not be construed as a waiver of such rights.

12. Severance

If any part, term or provision of this Contract is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Contract shall be affected.

13. Entire Agreement

This Contract contains the entire agreement of the Parties and no alterations, amendments or modifications to this Contract shall be valid unless executed in writing by the Parties.

14. Governing Law

This Contract shall be governed and construed in accordance with the Laws of Jamaica.

15. Jurisdiction

Each Party agrees to submit to the jurisdiction of the Courts of Jamaica.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the date first stated herein.

SIGNED for and on behalf of the)
JAMAICA PROMOTIONS)
CORPORATION by:)
)
)
in the presence of:)
)

Signature: _____

WITNESS

SIGNED by [insert name of Consultant])
)
)
in the presence of:)

Signature: _____

WITNESS