

**FRENCH DEVELOPMENT AGENCY**

**STANDARD REQUEST FOR PROPOSALS**

# **Selection of Consultants**

**Time-Based Payment Contracts**

**January 10<sup>th</sup>, 2013**

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## **REQUEST FOR PROPOSALS**

*Region: Caribbean*

*Project Name: Training for Careers in Sustainable Tourism*

*Funding Agency: Agence Francaise de Developpement (AFD)*

*Title of Consulting Services: Technical Assistance to undertake a Study on  
Technical and Vocational Education and Training (TVET) in Tourism in the  
Greater Caribbean*

## Section 1. Letter of Invitation

Port-of-Spain, January 10<sup>th</sup>, 2013

Dear Sirs:

1. The *Association of Caribbean States* (hereinafter called “Client”) has received funding (hereinafter called “the funds”) from the French Development Agency (hereinafter called “the Agency”) toward the cost of the *Training for Careers in Sustainable Tourism Project*. The Client intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The *Association of Caribbean States* now invites proposals to provide the following consulting services: *Conduct a Survey and Study on technical and vocational education and training (TVET) in Tourism and develop a Framework for the implementation of a comprehensive Training and Capacity-building Programme in the Greater Caribbean*. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) is being offered via open tender and Consultants/Consulting firms (hereinafter called “Consultant”), are hereby invited to submit a Proposal.
4. A Consultant will be selected under *selection based on consideration of quality and cost (SBQC)*, and procedures described in this RFP.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Model Forms
  - Section 4 - Financial Proposal – Model Forms
  - Section 5 - Terms of Reference
  - Section 6 - Model Form of Contract
6. Please inform us in writing at the following address *Association of Caribbean States, Attn: Julio Orozco, Director of Sustainable Tourism, 5-7 Sweet Briar Road, St. Clair, P.O. Box 660, Port-of-Spain, Trinidad and Tobago, W.I*, upon receipt:
  - (a) that you received the Letter of Invitation; and
  - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

*Julio Orozco*

Director of Sustainable Tourism

## Section 2. Instructions to Consultants

### 1. Introduction

- 1.1 The Client 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 short listed Consultants are invited to submit a Technical Proposal and a Financial Proposal 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 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 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 visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client'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.
- 1.5 The Client 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.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants.

1.7 The Agency only finances projects subject to its own conditions, which are set out in its financing agreement. No legal relationship exists between the Agency and any person other than the beneficiary of the financing. The Agency may be led to suspend or definitively terminate disbursements in the context of the project, without the Consultants being informed beforehand and without their being entitled to claim from the Agency any direct legal right to the amounts which, as the case may be, originate from such financing. The Consultants shall alone assume the possible consequences of unpaid amounts and disputes which may arise in the context of their relations with the beneficiary of the financing. Any communications which may be exchanged by any person other than the beneficiary of the financing and the Agency in the context of a project do not constitute, and shall not be interpreted so as to constitute, an undertaking or a stipulation by the Agency in favour of such person or to any third party.

**Conflict of Interest**

1.8 The Agency requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.8.1 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 Client 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.

**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 Client.

**Conflicting relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client'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 Agency throughout the selection process and the execution of the Contract.

1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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.

1.8.3 As pointed out in para. 1.8.1 (i) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

**Fraud and Corruption**

- 1.9 The Agency requires that all beneficiaries of its funding, as well as Consultants participating in projects which it finances, adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

- 1.10 In pursuance of this policy, the Agency defines the terms set forth below as follows:
- (a) “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 selection process or in contract execution;
  - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (c) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
  - (d) “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.
- 1.11 As a result of its own investigations and findings, and in accordance with its procedures, the Agency:
- (a) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - (b) will cancel the portion of the funding allocated to a contract if it determines at any time that representatives of the Client were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract, without the Client having taken timely and appropriate action satisfactory to the Agency to remedy the situation;
  - (c) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed by the Agency if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract financed by the Agency.



- 1.12 The Agency reserves the right to declare a firm or individual ineligible for a stated period of time to be awarded a contract financed by the Agency, if an international or national organization has determined that such firm or individual has engaged in corrupt, fraudulent, collusive or coercive practices.
- 1.13 The Agency will have the right to require that a provision be included in contracts which it finances, requiring bidders, suppliers, contractors and consultants to permit the Agency to inspect their accounts and records and other documents relating to contract performance and to have them audited by auditors appointed by the Agency.
- Environmental and Social Standards** 1.14 The Consultants undertake to:
- (i) comply and procure that their Sub-consultants, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
  - (ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Client.
- Only one Proposal** 1.15 Short listed 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.
- 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 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 the source of inquiry) to all Consultants who notified the Client that they will submit a proposal.

- 2.2 At any time before the submission of Proposals, the Client either at his initiative or in response to a request for clarifications may amend the RFP by issuing an addendum in writing or by 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 Client may 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 Client, shall be written in the language (s) specified in the Data Sheet.
- Technical Proposal**
- 3.2 In preparing their Technical 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:
- (i) 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-short-listed Consultant(s), or (b) short-listed Consultants if so indicated in the Data Sheet. A short-listed Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-short-listed or short-listed Consultant(s).
  - (ii) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. If the selection method is Selection under Fixed-Budget, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in the country of the assignment.
  - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - (vi) Documents to be provided by the Consultants to the Client as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.
- Language**
- Technical Proposal Format and Content**
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount, and firm's contribution.
  - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
  - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
  - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
  - (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
  - (vi) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the

assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

### **Financial Proposals**

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

3.7 The Financial Proposal should clearly estimate, as a separate amount, the taxes (including social security), duties, fees, levies, and other charges imposed in the Client's country under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Client's country).

3.8 Consultants may express the price of their services in the currency(ies) designated 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 submission form (Section 4A).

3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff

proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

#### 4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It 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.
- 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 dully authorized to sign.
- 4.3 The number of copies of the Proposals is indicated in the Data Sheet. The Technical and Financial Proposals shall be marked “ORIGINAL” or “COPY” as appropriate. If there are discrepancies between the original and the copies of the 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 and all copies of the Financial Proposal 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, the data indicated in the Data Sheet, and be clearly marked “**DO NOT OPEN, EXCEPT IN PROPOSAL OPENING CEREMONY, IN THE PRESENCE OF THE OFFICIAL APPOINTED**”.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet. Any proposal received by the Client after the deadline for submission shall be returned unopened.

- 4.6 The Client 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, Consultants who wish to contact the Client on any matter related to its Proposal should do so in writing only at the address indicated in the Data Sheet. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the Agency issues its "no objection" if required.
- Evaluation of Technical Proposals**
- 5.3 The evaluation committee appointed by the Client 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.4 Following the ranking of technical Proposals, when selection is based on quality only (SBQ), 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)**
- 5.5 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and 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. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should not be earlier than 14 days after the date of notification; such notification may be sent by registered mail, fax simile or electronic mail.

- 5.6 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, the technical scores, and the total prices shall be read aloud and recorded in minutes. Copy of the minutes shall be sent to all Consultants and the Agency.
- 5.7 The Evaluation Committee will verify that the Financial Proposal is fully complete, (i.e. that all items of the Technical Proposal have been costed, failing which the Client will estimate the missing cost and add the estimate to the offered price), and correct any computational errors. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted), and estimated as per para. 3.7.
- 5.8 In case of SBQC, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 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 = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.9 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held at the address indicated in the Data Sheet.
- 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 Client 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”.

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| <b>Financial negotiations</b>                     | 6.3 | The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’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. In the case of Selection Based on Quality, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms.  |
| <b>Availability of Professional staff/experts</b> | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client 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. |
| <b>Conclusion of the negotiations</b>             | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.   |
| <b>7. Award of Contract</b>                       | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the Consultants whose technical proposal did not obtain the specified minimum technical score.   |



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 notification of the award of Contract.

## Instructions to Consultants

### Data Sheet

| Paragraph Reference |  |
|---------------------|--|
| 1.1                 | <p>Name of the Client: <b>Association of Caribbean States (ACS)</b></p> <hr/> <p>Method of selection: <b>Selection based on consideration of Quality and Cost (SBQC)</b></p>   |
| 1.2                 | <p>Designation, objectives and brief description of the assignment are as follows:</p> <p>Request for Proposals for the Provision of Consultancy services for the Training for Careers in Sustainable Tourism Project.</p> <p>This initiative seeks the commissioning of a Research Publication and related activities to document the needs and priorities related to technical and vocational education and training (TVET) in the Tourism Sector in the Greater Caribbean, with the aim of developing a Framework for the development and implementation of a comprehensive TVET capacity-building Programme, based on the Competency-based education and training (CBET) model of the International Labour Organisation (ILO).</p> <p><b>Specific Project Objectives and Description of Activities:</b></p> <p>Specifically the project seeks to enhance the productivity and competitiveness of the Regional Tourism Industry through knowledge enhancement in the area of human resource development and will include the following activities:</p> <ul style="list-style-type: none"> <li>• Identify the specific needs and areas for Training and Human Resource Development in the Tourism Sector in the Greater Caribbean.</li> <li>• Determine existing gaps and challenges in relation to Training and Capacity-Building.</li> <li>• Provide recommendations to address existing needs as well as new priorities identified.</li> <li>• Develop a Directory of Tourism and Hospitality Training Institutions and courses offered in the Greater Caribbean.</li> <li>• Develop a Framework for the implementation of a Comprehensive</li> </ul> |

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|                   | <p>Program to deliver Training and Capacity building to the Tourism Sector, with particular emphasis on <b>cross-cutting areas</b> related to priorities of the ACS Member and Associate Member States as outlined in the Sustainable Tourism Work Programme.</p>   |
| <p><b>1.3</b></p> | <p>The assignment is phased: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><b>Phase 1 – Assessment of Training initiatives in the Tourism Sector</b></p> <p>The first phase in the execution of the project will focus on data collection and will entail an assessment of the availability, status, levels, accessibility including cost and the main actors providing Professional Tourism Training Programs in the Region. Training programs offered in ACS Member and Associate Member States, by public and private sector institutions as well as regional entities will be collated and analysed utilising interviews, survey and research methods, as well as select site visits. A key component of this activity will be the identification of the challenges, needs and priorities at the country, institutional, and Regional levels.</p> <p><b>Phase 2 – Study and Regional Framework on Tourism Training in the Greater Caribbean Region</b></p> <p>The second phase is the development of a study that documents the findings of the data collection and assessment activities, inclusive of presentation and analysis of country specific and organisational case studies and best practises. In the presentation of case studies, the aim will be to profile a best practise of at least one country from each ACS sub-grouping: CARICOM, Central America, the non-grouped countries, G-3 and the Associate Members.<sup>1</sup> The focus of the Study will be to document the current state of TVET in the Tourism Industry and provide recommendations on ‘How to strengthen regional and national training institutions’. Additionally, a Directory of Tourism and Hospitality Training Institutions and courses offered in the Greater Caribbean will be compiled.</p> <p>The Study will also present a <b>Regional Framework</b> for a comprehensive technical and vocational education and training capacity-building program and suggest a public-private partnership approach for implementation. The Framework will include a training curricular that suggests the central</p> |

<sup>1</sup> **CARICOM:** Antigua and Barbuda, Barbados, Belize, Dominica, Grenada, Guyana, Haiti, Jamaica, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Suriname, The Bahamas and Trinidad and Tobago,

**Central America:** Costa-Rica, El Salvador, Guatemala, Nicaragua and Honduras.

**Non-Grouped:** Cuba, Dominican Republic and Panama.

**G-3:** Colombia, Mexico and Venezuela.

**Associate Members:** Aruba and the French overseas Departments of French Guiana, Guadeloupe and Martinique.

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|       | <p>themes and topics for training and instruction, with the objective of enhancing human resource competencies and productivity in strategic areas aligned to the Sustainable Tourism Work Programme of the ACS, and respond to the needs, gaps and priorities identified. The framework based on the Competency-based education and training model of the International Labour Organisation and should include in a time-tabled format an implementation plan with the requisite guidelines and indicators for successful implementation.</p> <p><b>Phase 3 – Presentation, Dissemination and Outreach</b></p> <p>The third phase will focus on activities to develop a multi-stakeholder approach for the promotion and development of technical and vocational education and training (TVET) programs in the tourism industry, to include hosting of a workshop for engagement of the public and private sectors as well as Regional and International stakeholders.</p> |
| 1.4   | A pre-proposal conference will be held: Yes ___ No <input checked="" type="checkbox"/>  |
| 1.5   | <p>The Client will provide the following inputs and facilities:</p> <p>To facilitate implementation of the project, the Association of Caribbean States will facilitate outreach and introductions to focal points in ACS Member and Associate Member States as well as Regional and International partners identified. Additionally letters of support can be procured to send to individuals and institutions identified by the consultants, as relevant for project implementation.</p> <p>The facilities and equipment of the ACS will also be made available for any meetings related to the project that may be requested by the consultant. Such requests must be made in advance and prior approval obtained before said meetings can be scheduled.</p>   |
| 1.8.3 | <p>The Client envisages the need for continuity for downstream work:<br/>Yes <input checked="" type="checkbox"/> No ___</p> <p>The study and research activities are expected to set the foundation and present a framework from which to develop and implement a comprehensive technical and vocational education and training program for the countries of the Greater Caribbean. As a follow-up activity the ACS envisages (i) developing training materials specific to the various tourism sub sectors and niche market segments identified in the research; (ii) implementing the training on the sub-regional and/or national levels in collaboration with Regional Tourism Authorities, Academic Institutions,</p>  |

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|-----------------|--|
|                 | <p>and private sector Tourism Companies and Training institutions; and (iii) coordinating a Greater Caribbean network of institutions and trainers related to technical and vocational training in tourism.</p> <p>The timing for implementation is estimated to be within two years of the completion of the current project; however this would be conditional on the ACS obtaining the requisite financing for the afore-mentioned activities.</p>  |
| <b>2.1</b>      | <p>Clarifications may be requested not later than <u>7</u> days before the submission date.</p> <p>The address for requesting clarifications is:<br/>         Attn: Julio Orozco<br/>         Director of Sustainable Tourism<br/>         Association of Caribbean States<br/>         5-7 Sweet Briar Road, P.O. Box 660<br/>         Port-of-Spain<br/>         Trinidad and Tobago</p> <p>Tel: (868) 622 9575 E-mail: <a href="mailto:jorozco@acs-aec.org">jorozco@acs-aec.org</a><br/>         Copied to: <a href="mailto:acharles@acs-aec.org">acharles@acs-aec.org</a> ; <a href="mailto:bbhenry@acs-aec.org">bbhenry@acs-aec.org</a></p>   |
| <b>3.1</b>      | Proposals shall be submitted in the following language: English  |
| <b>3.3 (i)</b>  | <p>Short listed Consultants may associate with other short listed Consultants:<br/>         Yes <u>  </u> No <u>      </u><br/> <u>N/A (no short-list but associations of consultants allowed)</u></p>   |
| <b>3.3 (ii)</b> | The estimated number of professional staff-months required for the assignment is: <u>Six Months (6)</u> .  |
| <b>3.3 (iv)</b> | <p>The minimum required experience of proposed professional staff is: 5 years.</p> <p>Additionally, the Team of Consultants should possess the following skills and qualifications and have a proven track record and expertise in the following areas:</p> <ol style="list-style-type: none"> <li>1) Experience in tourism related projects, specifically in the area of Technical and Vocational Education and Training in Tourism; and preferably with at least five (5) years relevant experience;</li> <li>2) Knowledgeable in the application and/or adaptation of the Competency-based education and training (CBET) model of the International Labour Organisation (ILO).</li> <li>3) Knowledge and familiarity of the Greater Caribbean region and the</li> </ol> |

|                   |  |
|-------------------|--|
|                   | <p>tourism sector in the region;</p> <p>4) Experience working in at least two countries of the Greater Caribbean, indicated by detailed chronological sequence and scope of previous work;</p> <p>5) Experience in the conduct of market research studies, and in the area of tourism and/or education and training in tourism preferably;</p> <p>6) Excellent analytical and oral and written communication skills;</p> <p>7) Competent in research methodologies and survey techniques;</p> <p>8) Computer literacy in MS Office, professional and advanced project management and report writing skills;</p> <p>9) Fluency and ability to work in English both spoken and written and knowledge of French and Spanish considered an advantage and asset;</p> <p>10) At least one or more of the consultants / consulting firms must be resident and/or registered (accordingly) in an ACS Member State or Associate Member State.</p> |
| <b>3.3 (vi)</b>   | <p>Reports that are part of the assignment must be written English, however project documents related to the Survey, Study and presentation of the results of these activities must be presented in the three ACS working languages: <b>English, French, Spanish.</b></p>  |
| <b>3.4 (vii)</b>  | <p>Training is a major component of this assignment: Yes ____ No <input checked="" type="checkbox"/></p>   |
| <b>3.4 (viii)</b> | <p>Additional information requested in the Technical proposal:</p> <p>Information should be included to justify credit worthiness and verify previous work done and quality of work. In the case of companies Articles of Organisation/Incorporation should be included, to indicate legal structure, length of time in existence and scope of services etc. Individual consultants as well as consulting firms should provide at least 3 Letters of Recommendations related to previous work done.</p>  |
| <b>3.8</b>        | <p>Consultants shall state their price in <b>United States Dollars (USD).</b></p>  |
| <b>3.10</b>       | <p>Proposals must remain valid <u>60</u> days after the submission date.</p>   |
| <b>4.3</b>        | <p>Consultant must submit the original and <u>3</u> copies of the Proposal.</p>  |

| 4.5  | <p>The Proposal submission address is:<br/> Association of Caribbean States<br/> <b><i>Training for Careers in Sustainable Tourism Project</i></b><br/> Attn: Julio Orozco<br/> Director of Sustainable Tourism<br/> 5-7 Sweet Briar Road, P.O. Box 660<br/> Port-of-Spain<br/> Trinidad and Tobago</p> <p>Proposals must be submitted no later than the following date and time:<br/> <b>February 21<sup>st</sup>, 2014 at 12:00 AM - Atlantic Standard Time (AST).</b></p>   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
|--|--|--|---------------|--|------|---|--|--|--|--|--|--|--|--|--|--|--|---------------------------------------|------|--------------|------|------------------------------|-----|----------------------------------|------|--|--|----------------|------|------------------------------|------|---|------|
| 5.1  | <p>The address for contacting the Client is:<br/> Association of Caribbean States<br/> <b><i>Training for Careers in Sustainable Tourism Project</i></b><br/> Attn: Julio Orozco<br/> Director of Sustainable Tourism<br/> 5-7 Sweet Briar Road, P.O. Box 660<br/> Port-of-Spain<br/> Trinidad and Tobago</p> <p>Tel: (868) 622 9575 E-mail: <a href="mailto:jorozco@acs-aec.org">jorozco@acs-aec.org</a><br/> Copied to: <a href="mailto:acharles@acs-aec.org">acharles@acs-aec.org</a> ; <a href="mailto:bbhenry@acs-aec.org">bbhenry@acs-aec.org</a></p>  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| 5.3  | <p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>    1. <i>Language proficiency (English, French, Spanish)</i></td> <td></td> </tr> <tr> <td>    2. <i>Experience and knowledge of the Tourism Sector</i></td> <td></td> </tr> <tr> <td>    3. <i>Experience in the conduct of studies and research related to TVET in general</i></td> <td></td> </tr> <tr> <td>    4. <i>Experience in the conduct of studies and research related to TVET in Tourism</i></td> <td></td> </tr> <tr> <td>    5. <i>Experience with the Competency-based education and training (CBET) model of the International Labour Organisation (ILO).</i></td> <td></td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td>    a) Technical approach and methodology</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td>    b) Work plan</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td>    c) Organization and staffing</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td>    a) Team Leader</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>    b) <i>Tourism Specialist</i></td> <td style="text-align: right;">[12]</td> </tr> <tr> <td>    c) <i>Expert in Technical and Vocational Training</i></td> <td style="text-align: right;">[13]</td> </tr> </tbody> </table> |  | <u>Points</u> | (i) Specific experience of the Consultants relevant to the assignment: | [10] | 1. <i>Language proficiency (English, French, Spanish)</i> |  | 2. <i>Experience and knowledge of the Tourism Sector</i> |  | 3. <i>Experience in the conduct of studies and research related to TVET in general</i> |  | 4. <i>Experience in the conduct of studies and research related to TVET in Tourism</i> |  | 5. <i>Experience with the Competency-based education and training (CBET) model of the International Labour Organisation (ILO).</i> |  | (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: |  | a) Technical approach and methodology | [25] | b) Work plan | [15] | c) Organization and staffing | [5] | Total points for criterion (ii): | [45] | (iii) Key professional staff qualifications and competence for the assignment: |  | a) Team Leader | [10] | b) <i>Tourism Specialist</i> | [12] | c) <i>Expert in Technical and Vocational Training</i> | [13] |
|  | <u>Points</u>  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| (i) Specific experience of the Consultants relevant to the assignment:   | [10]   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| 1. <i>Language proficiency (English, French, Spanish)</i>  |  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| 2. <i>Experience and knowledge of the Tourism Sector</i>   |  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| 3. <i>Experience in the conduct of studies and research related to TVET in general</i>   |  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| 4. <i>Experience in the conduct of studies and research related to TVET in Tourism</i>   |  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| 5. <i>Experience with the Competency-based education and training (CBET) model of the International Labour Organisation (ILO).</i> |  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:                                   |  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| a) Technical approach and methodology  | [25]   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| b) Work plan   | [15]   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| c) Organization and staffing   | [5]  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| Total points for criterion (ii):   | [45]   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| (iii) Key professional staff qualifications and competence for the assignment:   |  |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| a) Team Leader   | [10]   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| b) <i>Tourism Specialist</i>   | [12]   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |
| c) <i>Expert in Technical and Vocational Training</i>  | [13]   |  |               |  |      |   |  |  |  |  |  |  |  |  |  |  |  |                                       |      |              |      |                              |     |                                  |      |  |  |                |      |                              |      |   |      |

|                                      |  |                           |       |                                |       |                                      |       |               |      |
|--------------------------------------|--|---------------------------|-------|--------------------------------|-------|--------------------------------------|-------|---------------|------|
|                                      | <p style="text-align: right;">Total points for criterion (iii): [35]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[30%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p>(iv) Suitability of the transfer of knowledge (training) program: N/A</p> | 1) General qualifications | [30%] | 2) Adequacy for the assignment | [50%] | 3) Experience in region and language | [20%] | Total weight: | 100% |
| 1) General qualifications            | [30%]  |                           |       |                                |       |                                      |       |               |      |
| 2) Adequacy for the assignment       | [50%]  |                           |       |                                |       |                                      |       |               |      |
| 3) Experience in region and language | [20%]  |                           |       |                                |       |                                      |       |               |      |
| Total weight:                        | 100%   |                           |       |                                |       |                                      |       |               |      |
|                                      | <p>a) Relevance of training program [0]</p> <p>b) Training approach and methodology [0]</p> <p>c) Qualifications of experts and trainers [0]</p> <p style="text-align: right;">Total points for criterion (iv): [0]</p> <p>(v) Participation by nationals among proposed key staff [10]</p> <p>1. Consultant registered/resident in an ACS Member/Assoc Member State</p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score St required to pass is: <u>75</u> Points</p>   |                           |       |                                |       |                                      |       |               |      |
| <b>5.8</b>                           | <p>In case of SBQC, the formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T = <u>0.7</u></p> <p>P = <u>0.3</u></p>   |                           |       |                                |       |                                      |       |               |      |
| <b>6.1</b>                           | <p>Address for contract negotiations:</p> <p>Association of Caribbean States<br/> Attn: Julio Orozco<br/> Director of Sustainable Tourism<br/> 5-7 Sweet Briar Road, P.O. Box 660<br/> Port-of-Spain<br/> Trinidad and Tobago</p> <p>Tel: (868) 622 9575 E-mail: <a href="mailto:jorozco@acs-aec.org">jorozco@acs-aec.org</a><br/> Copied to: <a href="mailto:acharles@acs-aec.org">acharles@acs-aec.org</a> ; <a href="mailto:bbhenry@acs-aec.org">bbhenry@acs-aec.org</a></p>  |                           |       |                                |       |                                      |       |               |      |
| <b>7.2</b>                           | <p>Expected date and location for commencement of consulting services<br/> <b>March 3<sup>rd</sup>, 2014</b> at: Republic of Trinidad and Tobago</p>   |                           |       |                                |       |                                      |       |               |      |



### **Section 3. Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Refer to paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- 3A Technical Proposal Submission Form
- 3B Consultant's Experience
- 3C Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- 3D Description of the Approach, Methodology and Work Plan for Performing the Assignment
- 3E Team Composition and Task Assignments
- 3F Curriculum Vitae (CV) for Proposed Professional Staff
- 3G Staffing Schedule
- 3H Work Schedule

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**FORM 3A 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 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 envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [insert date], 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 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: \_\_\_\_\_

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### FORM 3B CONSULTANT'S EXPERIENCE

**Assignments carried out during the last five years which best illustrate the candidate's qualifications for the proposed assignment**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was 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 max.]*

|   |   |
|---|---|
| Assignment name:  | Country/location:   |
| Name of Client:   | Total N <sup>o</sup> of staff-months of the assignment for staff provided by your firm:   |
| Address:  | Approx. value of the services provided by your firm under the contract (in current Euro): |
| Start date (month/year):<br>Completion date (month/year):   | N <sup>o</sup> of professional staff-months provided by associated Consultants:           |
| Name of associated Consultants, if any:   | Key personnel provided by your firm (positions):  |
| 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 3C COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND  
ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

**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 Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

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**FORM 3D**                      **DESCRIPTION OF APPROACH, METHODOLOGY AND WORK  
PLAN FOR PERFORMING THE ASSIGNMENT**

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*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages max, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*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 Client), 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 3H.*

*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.]*

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**FORM 3E TEAM COMPOSITION AND TASK ASSIGNMENTS**

---

| <b>1. Technical/Managerial Staff</b> |          |      |
|--------------------------------------|----------|------|
| Name                                 | Position | Task |
|                                      |          |      |
|                                      |          |      |
|                                      |          |      |
|                                      |          |      |
|                                      |          |      |

| <b>2. Support Staff</b> |          |      |
|-------------------------|----------|------|
| Name                    | Position | Task |
|                         |          |      |
|                         |          |      |
|                         |          |      |
|                         |          |      |

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**FORM 3F CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

---

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

---

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

---



**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

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**Languages:**

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

---

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm] Day/Month/Year*

Full name of staff member: \_\_\_\_\_  
Full name of authorized representative: \_\_\_\_\_

## FORM 3G STAFFING SCHEDULE<sup>1</sup>

| Name | Position | Reports Due/Activities | Months (in the Form of a Bar Chart) |   |   |   |   |   |   |   |   |    |    |    | Number of Months |
|------|----------|------------------------|-------------------------------------|---|---|---|---|---|---|---|---|----|----|----|------------------|
|      |          |                        | 1                                   | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |                  |
|      |          |                        |                                     |   |   |   |   |   |   |   |   |    |    |    | Subtotal (1)     |
|      |          |                        |                                     |   |   |   |   |   |   |   |   |    |    |    | Subtotal (2)     |
|      |          |                        |                                     |   |   |   |   |   |   |   |   |    |    |    | Subtotal (3)     |
|      |          |                        |                                     |   |   |   |   |   |   |   |   |    |    |    | Subtotal (4)     |

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
 (Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

### 3H. ACTIVITY (WORK) SCHEDULE

#### A. Field Investigation and Study Items

|                 | <i>[1st, 2nd, etc. are months from the start of assignment.]</i> |     |     |     |     |     |     |     |     |      |      |      |
|-----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|
|                 | 1st  | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
| Activity (Work) |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |

#### B. Completion and Submission of Reports

| Reports   | Date |
|---|------|
| 1. Inception Report   |      |
| 2. Interim Progress Report<br>(a) First Status Report<br>(b) Second Status Report |      |
| 3. Draft Report   |      |
| 4. Final Report   |      |

## Section 4. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the short listed 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.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection method is adopted, according to the indications provided under Para. 6.3 of Section 2.]*

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursables per activity.
- 4F. Miscellaneous expenses.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

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., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

#### 4B. SUMMARY OF COSTS

| Costs                              | Currency(ies) <sup>2</sup> | Amount(s) |
|------------------------------------|----------------------------|-----------|
| Subtotal                           |                            |           |
| Local Taxes                        |                            |           |
| Total Amount of Financial Proposal |                            | _____     |

---

<sup>2</sup> Local currency and Euros.

#### 4C. BREAKDOWN OF PRICE PER ACTIVITY

|                        |                     |                    |
|------------------------|---------------------|--------------------|
| Activity No.: _____    | Activity No.: _____ | Description: _____ |
| Price Component        | Currency(ies)       | Amount(s)          |
| Remuneration           |                     |                    |
| Reimbursables          |                     |                    |
| Miscellaneous Expenses |                     |                    |
| Subtotal               |                     | _____              |

**4D. BREAKDOWN OF REMUNERATION PER ACTIVITY**

| Activity No. _____ |          | Name: _____        |                                    |        |
|--------------------|----------|--------------------|------------------------------------|--------|
| Names              | Position | Input <sup>3</sup> | Remuneration<br>Currency(ies) Rate | Amount |
| Regular staff      |          |                    |                                    |        |
| Local staff        |          |                    |                                    |        |
| Consultants        |          |                    |                                    |        |
| Grand Total        |          |                    |                                    | _____  |

<sup>3</sup> Staff months, days, or hours as appropriate.



### 4E. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

| No. | Description                                       | Unit | Quantity | Unit Price In | Total Amount In |
|-----|---|------|----------|---------------|-----------------|
| 1.  | International flights<br>_____                    | Trip |          |               |                 |
| 2.  | Miscellaneous travel expenses                     | Trip |          |               |                 |
| 3.  | Subsistence allowance                             | Day  |          |               |                 |
| 4.  | Local transportation costs <sup>4</sup>           |      |          |               |                 |
| 5.  | Office rent/accommodation/<br>clerical assistance |      |          |               |                 |
|     | Grand Total                                       |      |          |               | _____           |

<sup>4</sup> \_\_\_\_\_  
<sup>4</sup> Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

**4F. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

| No. | Description   | Unit | Quantity | Unit Price | Total Amount |
|-----|---|------|----------|------------|--------------|
| 1.  | Communication costs between<br>_____ and<br>_____<br>(telephone, telegram, telex) |      |          |            |              |
| 2.  | Drafting, reproduction of reports   |      |          |            |              |
| 3.  | Equipment: vehicles, computers,<br>etc.   |      |          |            |              |
| 4.  | Software  |      |          |            |              |
|     | Grand Total   |      |          |            | _____        |

## 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 Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client 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 Client 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 Client 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, non billable 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 Client 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.

## (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.

<sup>1</sup> Where  $w$  = weekends,  $ph$  = public holidays,  $v$  = vacation, and  $s$  = sick leave.

(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:

Country:

Assignment:

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 <sup>1</sup> | Overhead <sup>1</sup> | Subtotal | Fee <sup>2</sup> | Away from Headquarters Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup> |
| Home Office |          |   |                             |                       |          |                  |                                  |  |   |
|             |          |   |                             |                       |          |                  |                                  |  |   |
|             |          |   |                             |                       |          |                  |                                  |  |   |
|             |          |   |                             |                       |          |                  |                                  |  |   |
| Field       |          |   |                             |                       |          |                  |                                  |  |   |
|             |          |   |                             |                       |          |                  |                                  |  |   |
|             |          |   |                             |                       |          |                  |                                  |  |   |
|             |          |   |                             |                       |          |                  |                                  |  |   |

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

## Section 5. Terms of Reference

### BACKGROUND

The Tourism industry is increasingly recognised as a driver of social and economic development. Widely publicised as the most tourism-dependant Region in the world, the Caribbean has been engaged seriously in this sector since the 1950s. Persistent turbulence in other economic sectors has served to enhance the relative importance of tourism not only as an economic activity in itself, but one that has enormous potential to contribute to the region's economic development goals. For many of the Small Island Developing States (SIDS) of the Caribbean region, tourism has become the most important industry with the greatest potential for future economic growth, as the income earning capacity of other sectors such as agriculture and manufacturing continue to diminish. Considering the role and contribution of the tourism industry, which has been identified as the largest generator of entrepreneurship and employment; equipping the human resource of the sector with training and skills will positively impact human capacity related to personal and professional growth, and will moreover increase employability, income levels, tax contribution and the purchasing power of individuals working in the sector, the benefits of which will spill over to the wider economy.

The Tourism Industry is intrinsically linked to the human factor. People are the immediate consumers of the Tourism Product and the extent of their experience is often significantly impacted by human interaction at the destination, accommodation or service facility. At the micro or community level a qualified, competent and highly trained human resource has a direct correlation with the quality of service provided, which in turn influences customer perception, repeat visits and word-of-mouth recommendations; in short the overall competitiveness of the Destination.

On the macro level, modern technology has altered the way people are informed and travel is purchased, with online Travel Blogs and the various forms of Social Media having more influence as demand drivers, than the previously popular traditional Travel Agent. Given this reality countries are correctly exploring new and innovative ways to improve market penetration and influence purchase decisions. In this regard, the importance of the quality and calibre of service received and its relationship to maintaining and growing market share cannot be overstated. In today's competitive global market place, providing quality service to guests is an important aspect of product differentiation, which remains critical to the success of the industry.

As it relates to Tourism related jobs and careers, industry restructuring, organisational re-engineering and quality concepts (in terms of service provided to the guest and quality of work for the employee) are, rapidly changing the workplace "map". Information technologies are also transforming the travel and tourism industry requiring more highly skilled workers. Increasingly, all tourism operators are providing cross-training for their employees, to empower them with multiple-skills. The lack of skilled workers in the industry at all levels has been cited by Regional Agencies, including the Caribbean Tourism Organisation (CTO) and the Central American Tourism Integration Secretariat (SITCA), as a weakness and one of



the factors contributing to the increasing loss in revenue and tourist arrivals to the Region's destinations. Therefore, positive impacts on employment and more generally on the competitiveness of the 'Caribbean Brand' will depend on the skill level, competency, and professionalism of the workforce.

This project is an initiative of the Association of Caribbean States (ACS) in collaboration with the French Development Agency (AFD), and is designed as a proactive approach to produce documentation and provide recommendations for strategies and procedures to strengthen human resource capacities in **cross-cutting areas** necessary for a sustainable and competitive Regional Tourism Industry. The main activities in the execution of the project will focus on data collection and assessment of Technical and Vocational Training initiatives and institutions in the Tourism and Hospitality Sectors (including training in tourism, catering and accommodation). Principally, the project entails the commissioning of a Study which documents the findings of the data collection and assessment activities, indicative of the availability and status of Tourism Training Programs, associated needs, and recommendations to address these needs. The study will include presentations and analysis of Country specific and Organisational case studies and best practices, showcasing a best practise of at least one country from each ACS sub-grouping: CARICOM, Central America, the Non-Grouped Countries, the Group of Three (G-3), and the Associate Member States<sup>5</sup>.

Within the context of the execution of this project the identification of training and capacity-building needs and subsequently development of a framework to implement training should focus primarily on the strategic areas of the ACS Sustainable Tourism Work Program (STWP), to be complemented by the needs and priorities identified in the research. The following outlines the 4 Programmatic Areas that comprises the STWP indicative of the specific interest and focus for Training and Development:

1. Establishment of the Sustainable Tourism Zone of the Caribbean (STZC)  
*Emphasis on Environmental Stewardship; Sustainable Destination Management, Niche Markets.*
2. Visitor Safety and Security  
*Emphasis on Tourism Policing; Food Safety and Security; Health and Wellness.*
3. Promotion of Language and Cultures of the Greater Caribbean  
*Emphasis on Language Learning; Business skills development for Artisans.*
4. Promotion of Multi-Destination Tourism  
*Emphasis on Tour-guide Training, Customer-Service Training.*

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<sup>5</sup> **CARICOM:** Antigua and Barbuda, Barbados, Belize, Dominica, Grenada, Guyana, Haiti, Jamaica, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Suriname, The Bahamas and Trinidad and Tobago,

**Central America:** Costa-Rica, El Salvador, Guatemala, Nicaragua and Honduras.

**Non-Grouped:** Cuba, Dominican Republic and Panama.

**G-3:** Colombia, Mexico and Venezuela.

**Associate Members:** Aruba and the French overseas Departments of French Guiana, Guadeloupe and Martinique.

The ACS also has a special interest in contributing to skills building and knowledge enhancement of vulnerable groups, therefore the training needs and priorities of these groups, should also be addressed in the research. These include *Micro, Small and Medium Enterprises (MSME's), Women, Youth and Tourism sector livelihoods for Rural, Ethnic and Indigenous communities.*

In consideration of the preponderance and rapid development of Tourism in the Greater Caribbean, as more and more countries are turning to the Sector, it is clear that the quality of the human resources in the tourism sector will impact on the competitive advantage of the Region as a whole. Therefore, education and training play a vital role in the development of personnel with the professional skills needed to ensure that the Region meets expected international standards for productivity and services delivery. It is expected after implementation of this initiative, to have clearly identified skill requirements and related gaps in strategic sectors and further promote the importance of education and training in the industry.

## OBJECTIVES

### Overall Objective:

Procurement of research, information and data gathering to document the needs and priorities for Professional Training in the Tourism Sector in the Greater Caribbean, with the aim of developing a Framework for the development and implementation of a comprehensive technical and vocational education and training (TVET) and Capacity-building Programme.

### Specific Project Objectives:

Specifically the project seeks to enhance the productivity and competitiveness of the Regional Tourism Industry through knowledge enhancement in the area of human resource development as follows:

- Identify the specific needs and areas for Training and Human Resource Development in the Tourism Sector in the Greater Caribbean.
- Determine existing gaps and challenges in relation to technical and vocational education and training (TVET) and Capacity-Building.
- Provide recommendations to address identified needs, challenges and priorities.
- Develop a Directory of Tourism and Hospitality Training Institutions and courses offered in the Greater Caribbean.
- Develop a Framework for implementation of a Comprehensive Program to deliver Training and Capacity building to the Tourism Sector to enhance human resource competencies and productivity, based on Competency-based education and training (CBET) model of the International Labour Organisation (ILO).
- Improve proficiencies in various aspects of the Tourism Product and Services delivery with particular emphasis on **cross-cutting areas** related to priorities of the ACS Member and Associate Member States as outlined in the STWP.

## OUTLINE OF PROJECT ACTIVITIES

### Phase 1 – Assessment of Training initiatives in the Tourism Sector

The first phase of the project will focus on data collection and assessment of the availability, status, levels, accessibility including cost and the main actors providing Professional Tourism Training Programs in the Region. Technical and vocational education and training programs offered in ACS Member and Associate Member States, by public and private sector institutions as well as regional and international entities will be collated and analysed utilising interviews, survey and research methods, as well as select site visits. A key component of this activity will be the identification of the challenges, needs and priorities at the country, institutional and Regional levels.

### Phase 2 – Study and Regional Framework on Tourism Training in the Greater Caribbean Region

The second phase of the project will be a Study which documents the current state of Education and Training in the Tourism Industry and provides recommendations to address the needs and gaps identified, and will comprise the following:

- a. Document the findings of the data collection and assessment activities and presentation of relevant (information, data and statistics).
- b. Presentation and analysis of country specific and organisational case studies and best practises on Technical and Vocational Training in Tourism, showcasing a best practise of at least one country from each ACS sub-grouping: CARICOM, Central America, the non-grouped countries, G-3 and the Associate Member States.
- c. Outline existing gaps and challenges in relation to training and capacity-building, with particular focus on **cross-cutting areas** and ACS priorities, aimed at identifying the specific needs and areas for Professional Training and human resource development in the Tourism Industry.
- d. Provide recommendations to address existing needs, as well as the gaps, challenges and priorities identified in relation to the Tourism sector, as well as the Training institutions.
- e. Develop a Directory of Tourism and Hospitality Training Institutions and courses offered in the Greater Caribbean to be uploaded in a digital/ online format.
- f. Present a Regional Framework for a public-private partnership approach to implement a comprehensive technical and vocational education and training (TVET) capacity-building program, based on the Competency-based education and training (CBET) model of the International Labour Organisation.

### Phase 3 – Presentation, Dissemination and Outreach

The third phase will focus on presentations and outreach to relevant ACS public and private sectors as well as Regional and International stakeholders in order to develop a multi-stakeholder approach to the promotion and development of technical and vocational education and training programs in the tourism industry. The consultant will be responsible for facilitating a regional workshop in collaboration with the Client.

## SCOPE OF SERVICES

The Consultant scope of services is understood to cover all activities necessary to accomplish the stated objectives of the project, whether or not a specific activity is cited in these terms of reference and may include interviews, surveys, desk research, as well as site visits. For the execution of activities, the Consultant will liaise with Tourism and Training entities in ACS Member and Associate Member State as well as Regional and International Institutions.

The main tasks/activities of the Consultant are to:

1. Prepare the Work Plan for the completion of the services to be submitted to the Client for approval;
2. Conduct research on national, regional and international initiatives of Technical and Vocational Training and Certification Programs in Tourism undertaken or ongoing in ACS Member and Associated Member States relative to availability, status, levels, cost and accessibility, and assess their effectiveness;
3. Develop a Directory of Tourism and Hospitality Training Institutions and courses offered in the Greater Caribbean which can be uploaded in a digital/ online format, and will consist of an inventory/compilation of existing national, regional and international programs; the institutions profiles (public/private); courses offered and costs; scholarship opportunities; name and contact information of focal points; and any other relevant information;
4. Identify the institutions involved in the definition of vocational training policies in the sector (Ministries of Education, Ministries of Tourism, professional associations, etc);
5. Assess the employment needs of the tourism and hospitality sector in terms of volumes and skills;
6. Outline existing gaps, needs, challenges and priorities in relation to technical and vocational training in the Tourism industry from a cross-regional perspective based on the cross-cutting skills needed in the sector and also aligned to the ACS priorities;
7. Provide recommendations to address the gaps, needs, challenges and priorities identified for the Tourism Industry, as well as on an institutional level with reference to ‘How to strengthen regional training institutions’;
8. Present the preliminary results of the data collection research and the Study as designated to the Client;
9. Prepare a Regional Framework for a multi-stakeholder public-private partnership approach to implement a comprehensive technical and vocational training and capacity-building Program. The Framework should be based on the ILO Competency-based education and training (CBET) model and suggest the central themes and topics for training and instruction, aligned to the afore-mentioned ACS priorities and the needs, gaps and priorities identified. The framework should also include in a time-tabled format, an implementation plan with the requisite guidelines and indicators for successful implementation;

10. Identify national counterparts and regional and international partners relevant to the establishment and/or implementation of Tourism Training Programs and provide information on their financing sources and needs;
11. Propose a structure and strategies for the operation of a Working Group/ Steering Committee to implement the Training Programs;
12. Prepare a comprehensive Final Project Report to be submitted to the Client. This report would include but not be limited to: project preparation and the implementation process; activities undertaken; persons and organisations outreached; supporting documents; recommendations and conclusions post project execution;
13. Present the Final Report and results of the data collection, research, Study and related project activities to the Client, in the form of a PowerPoint Presentation and facilitate the presentation, discussion and analysis of the Study and results with ACS Member States as well as Regional and International stakeholders in a Regional workshop.

### TIME SCHEDULE AND REPORTS

#### SCHEDULE OF ACTIVITIES

The activities of the Consultancy are expected to be implemented over a period of **6 months**. The Table below outlines the estimated timeframe for each main activity, drawing the schedule for each task.

| Years       | 1 |   |   |   |   |   |
|-------------|---|---|---|---|---|---|
| Months      | 1 | 2 | 3 | 4 | 5 | 6 |
| Activity 1  |   |   |   |   |   |   |
| Activity 2  |   |   |   |   |   |   |
| Activity 3  |   |   |   |   |   |   |
| Activity 4  |   |   |   |   |   |   |
| Activity 5  |   |   |   |   |   |   |
| Activity 6  |   |   |   |   |   |   |
| Activity 7  |   |   |   |   |   |   |
| Activity 8  |   |   |   |   |   |   |
| Activity 9  |   |   |   |   |   |   |
| Activity 10 |   |   |   |   |   |   |
| Activity 11 |   |   |   |   |   |   |
| Activity 12 |   |   |   |   |   |   |
| Activity 13 |   |   |   |   |   |   |

## REPORTS

(a) **An Inception Report delivered 2 weeks after the signing of the contract.**

The Inception Report will be an opportunity to validate and confirm the approach and methodology towards fulfilment of the TOR's. The Inception report will contain the final work plan, schedule of activities, and outline initial assessment and fact finding of the project team. This report will be submitted to the ACS focal point for review and approval.

(b) **An Interim Report delivered by the second (2<sup>nd</sup>) month of project implementation.**

The Interim Report will be submitted mid-project implementation to provide an update on the execution of the project. This report should be submitted to the ACS focal point for review and comment, with a formal presentation made as designated. The report should be accompanied by details and preliminary results of the Survey inclusive of the activities engaged in (site visits, interviews etc), and their outcomes. Information of activities pertaining to the Research/Study should also be included and an initial outline/draft of the study submitted for review and comment. A financial report, should also be included, detailing what funds have been spent and how.

(c) **A Draft Final Report delivered by the fourth (4<sup>th</sup>) month of project implementation.**

The Draft Final Report maintains the format of the Interim Report and provides an update on the technical, administrative and financial aspects related to the execution of the project. At this stage the final drafts of the project deliverables are expected to be submitted for review and approval of the ACS focal point. This would include the results of the Survey and preliminary drafts of the Study, Directory and Framework.

(d) **A Final Report and required project outputs delivered by the sixth (6<sup>th</sup>) month.**

The Final Report should contain an abstract of the results of the project as well as a detailed description of the project's goals, methods and key accomplishments. Also included should be an evaluation of the results of the project. This report should also include a full financial report, detailing how funds were spent. The final reporting will include delivery of all project deliverables as well as a PowerPoint presentation being made as designated by the ACS.

## RENUMERATION

Payments shall be made in United States Dollars (USD) and will be linked to the key deliverables. Said deliverables must meet with the approval of the Client before any payments will be disbursed. The following is the proposed schedule of payments:

- (a) 10% of the professional fee will be paid as a mobilization fee on the signing of the contract with the Consultants.
- (b) 15% of the professional fee will be paid on approval of the Inception Report.

- (c) 25% of the professional fee will be paid on approval of the Interim Report and related project deliverables;
- (d) 25% of the professional fee will be paid on approval of the Draft Final Report and related project deliverables;
- (e) The final 25% of the professional fee will be paid after presentation of the Final Report and delivery of PowerPoint presentation.

N.B. Payment shall be made not later than 30 days following submission of invoices in duplicate, itemized statements, accompanied by the appropriate supporting materials.

### SUMMARY OF RENUMERATION

| <b>Deliverable</b>   | <b>Description</b>   | <b>Payment USD</b> | <b>Estimated Due Date</b>  |
|--|--|--------------------|--|
| <b>Signed contract</b>   | Contract agreed and signed by all relevant parties.  | Fee 10%            |  |
| <b>Inception Report</b>  | Inception Report submitted accompanied by work plan.   | Fee 15%            | To be received 2 weeks following signature of contract.                |
| <b>Interim Report and Preliminary drafts of project deliverables</b>   | Interim Report submitted and accompanied by preliminary results of the Survey component of the project.      | Fee 25%            | To be received by the 2 <sup>nd</sup> month of project implementation  |
| <b>Draft Final Report and final drafts of the project deliverables</b> | Draft Final Report submitted, accompanied by preliminary drafts of Study.                                    | Fee 25%            | To be received by the 4 <sup>th</sup> month of project implementation  |
| <b>Final Report and final project deliverables</b>                     | Final report and project deliverables complete and submitted, as well as Power Point Presentation delivered. | Fee 25%            | To be received by the 6 <sup>th</sup> month of project implementation. |
| <b>Total</b>   |  | 100%               |  |

### DATA, LOCAL SERVICES, PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT

To facilitate implementation of the project the Association of Caribbean States will facilitate outreach and introductions to focal points in ACS Member and Associate Member States as well as Regional and International partners. The ACS will also provide support letters and/or facilitate communication and outreach to various project stakeholders identified by the Consultant.

Additionally the members of the team of the Directorate of Sustainable Tourism of the ACS, co-ordinated by the Director will provide guidance and clarification as needed throughout the duration of the consultancy, and will monitor and review the work and reports of the consultants, providing input, feedback and direction.

The facilities of the ACS will be made available for any meetings related to the project that may be requested by the consultant. Such requests must be made in advance and prior approval obtained before said meetings can be scheduled. The Association will also make available its equipment and other technical and information communication technologies to facilitate and enhance consultation between the Secretariat and the consultants for advancement of the project.

In the execution of this project the Association will seek to maintain contact with the consultant and expresses its preference to employ modern information communication technologies (ICT's) and other cost-efficient modalities for communications, consultations and meetings related to implementation of the project.



## Section 6. Model Form of Contract

*[For contracts for more than €200,000, Clients will use one of the two Agency model forms of contracts:*

*Model Form of Contract (attached to this standard RFP)  
Consultant Services  
Time-Based,*

*Model Form of Contract  
Consultant Services  
Lump-Sum*

*For contracts of €200,000 or less, Clients may use one of the two Agency sample contracts (time-based or lump-sum remuneration)*

*It is recommended to use a time-based payment contract when it is not possible to define in advance the scope of services precisely, or when the duration and/or volume of services depend on circumstances which the Consultant will not be able to control. In such contract, the Consultant provides his/her services on a time basis, in accordance with quality standards and his/her remuneration will include (i) a unit rate for the Consultant's personnel multiplied by the time actually spent on the task, and (ii) reimbursable expenses actually made and/or at an agreed rate. This type of contract requires that the Client carefully monitor the Consultant and the performance of the services by the Consultant].*

**MODEL FORM OF CONTRACT**

# **Consultants' Services**

## **Time-Based Payment Contract**

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## Preface

1. This Model Contract for Consultants' Services has been prepared by the French Development Agency for the beneficiaries of its funds (referred to hereinafter as Clients) when they hire consulting firms (referred to hereinafter as Consultants) for assignments such as design, engineering and supervision services, management services, etc., for which remuneration is being determined on the basis of the time actually spent by the Consultants in carrying out the services.

2. The Model Contract consists of four parts: the Form of Contract to be signed by the Client and the Consultants, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. Parties using this Model Contract for services financed by the French Development Agency should note that the General Conditions must be retained unchanged. Clauses in the Special Conditions should be dealt with as specified in the notes to individual clauses. These notes should be deleted in the final Contract.



**CONTRACT FOR CONSULTANTS' SERVICES**  
**Time-Based Payment Contract**

between

The Association of Caribbean States

and

---

[name of the Consultants]

Dated: \_\_\_\_\_

# I. Form of Contract

## TIME-BASED PAYMENT CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the “Client”) and, on the other hand, [name of consultants] (hereinafter called the “Consultants”).

*[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, [name of consultants] and [name of consultants] (hereinafter called the “Consultants”).]”<sup>1</sup>*

### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received funds from the French Development Agency (hereinafter called the “Agency”)] towards the cost of the Services and intends to apply a portion of these funds to eligible payments under this Contract, it being understood (i) that payments by the Agency will be made only at the request of the Client and upon approval by the Agency, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and the Agency providing for the funds, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the funds or have any claim to the funds proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:

---

<sup>1</sup> Text in brackets is optional; all notes should be deleted in final text.



- Appendix A: Description of the Services \_\_\_ Not used
- Appendix B: Reporting Requirements \_\_\_
- Appendix C: Key Personnel and Sub-consultants \_\_\_ Not used
- Appendix D: Medical Certificate \_\_\_ Not used
- Appendix E: Hours of Work for Key Personnel \_\_\_ Not used
- Appendix F: Duties of the Client \_\_\_ Not used
- Appendix G: Cost Estimates in Foreign Currency \_\_\_ Not used
- Appendix H: Cost Estimates in Local Currency \_\_\_ Not used
- Appendix I: Form of Guarantee for Advance Payments \_\_\_ Not used

2. The mutual rights and obligations of the Client and the Consultants 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 and on behalf of *[name of client]*

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of *[name of consultants]*

\_\_\_\_\_  
*[Authorized Representative]*

**[Note:** *If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Consultants

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*





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## II. General Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, as they may be issued and in force from time to time;
- (b) “Agency” means the French Development Agency;
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (e) “Foreign Currency” means any currency other than the currency of the Client’s country;
- (f) “GC” means these General Conditions of Contract;
- (g) “Local Currency” means the currency of the Client’s country;
- (h) “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- (i) “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside the Client’s country; “Local Personnel” means such persons who at the time of being so hired had their domicile inside the Client’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a);
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;

- (m) “Sub-consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7;
  - (n) “Third Party” means any person or entity other than the Client, the Consultants or a Sub-consultant;
  - (o) “corrupt practice” is (i) the promising, offering, or giving to a Public Official or (ii) a Public Official soliciting, or accepting, directly or indirectly, of anything of value for himself or another person or entity, to induce the Public Official to do, or not to do, an action in his official duties; and
  - (p) “collusive practice” is a concerted action, agreement, explicit or implicit understanding or coalition, including directly or indirectly through a firm established in a foreign country, designed to achieve or which may achieve a hindrance, restriction or bias to competition for a contract, in particular when such practice aim to (i) restrict access to the contract or free competition, (ii) hinder the setting of prices under the rules of free competition by artificially promoting their increase or decrease, (iii) restrict or control production, market access, investment or technical progress, or (iv) share market opportunities or access to procurement sources.
- 1.2 Relation between the Parties Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.4 Language This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5 Headings The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.

- 1.8 Authority of Member in Charge of In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.
- 1.10 Taxes and Duties Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.
- 1.11 Corruption The Consultants declare that:
- a) they did not engage in any action to influence the Project implementation process to the detriment of the Client, in particular no collusive practice took place nor will take place, and
  - b) the selection proceedings, contract negotiations, award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.
- 1.12 Environmental and Social Standards and The Consultants undertake to:
- (i) comply and procure that their Sub-consultants, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
  - (ii) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Client.

## 2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

- 2.2 Termination of Contract for Failure to Become Effective of If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services of The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.
- 2.4 Expiration of Contract of Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SC.
- 2.5 Entire Agreement This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Agency, as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the



conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Contract**

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

**2.7.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**2.7.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.7.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

**2.7.6 Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## 2.9 Termination

### 2.9.1 *By the Client*

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion decides to terminate this Contract.
- (g) if the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

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

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

**2.9.2** *By the Consultants*

The Consultants may, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) below, terminate this Contract:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.9.3** *Cessation of Rights and Obligations*

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultants’ obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4** *Cessation of Services*

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the

Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 *Payment upon Termination***

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) and (g) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

**2.9.6 *Disputes about Events of Termination***

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. Obligations of the Consultants

#### 3.1 General

**3.1.1 *Standard of Performance***

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

**3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

**3.2 Conflict of Interests****3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any procurement requirements applicable to the Client, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

**3.2.2 Consultants and Affiliates Not to Engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Client's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

- 3.3 Confidentiality The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, 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.
- 3.4 Liability of the Consultants Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.
- 3.5 Insurance to be Taken Out by the Consultants The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and (iii) shall permit the Agency to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Agency, if so required by the Agency.
- 3.7 Consultants' Actions Requiring Client's Prior Approval The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
  - (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
  - (c) any other action that may be specified in the SC.
- 3.8 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

- 3.9 Documents                      All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.
- 3.10 Equipment      and      Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- Materials Furnished  
by the Client

#### 4. Consultants' Personnel and Sub-consultants

- 4.1 General                      The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.
- 4.2 Description              of      (a)      The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- Personnel
- (b)      If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.
- 4.3 Approval of Personnel      The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data and (in the case of Key Personnel to be used within the country of the Client) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.
- 4.4 Working Hours, Overtime, Leave, etc.      (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Client's country as is specified in Appendix E hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
- 4.5 Removal and/or Replacement of Personnel      (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.



- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager      If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Client's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

## 5. Obligations of the Client

- 5.1 Assistance and Exemptions      Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:
- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
  - (b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country;
  - (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;

- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) exempt the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

#### 5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Client's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

#### 5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

#### 5.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made

available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

#### 5.5 Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

#### 5.6 Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

### 6. Payments to the Consultants

#### 6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- 6.2 Remuneration and (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, Reimbursable the Client shall pay to the Consultants (i) remuneration as set Expenditures forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3(b).
- 6.3 Currency of (a) Foreign currency payments shall be made in the currency or Payment currencies specified as foreign currency or currencies in the SC, and local currency payments shall be made in the currency of the Client's country.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.
- 6.4 Mode of Billing and (a) Billings and payments in respect of the Services shall be made as Payment follows:
- (a) The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such

- bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants' monthly statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be

reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultants specified in the SC.

## 7. Fairness and Good Faith

7.1 Good Faith                    The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract    The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. Settlement of Disputes

8.1 Amicable Settlement        If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

8.2 Dispute Settlement         Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. Special Conditions of Contract

| Number of GC<br>Clause <sup>2</sup> | Amendments of, and Supplements to, Clauses in the General<br>Conditions of Contract   |
|-------------------------------------|---|
| 1.4                                 | The language is <i>English</i> however the project documents and reports should be presented in the three official languages of the ACS: English, Spanish and French.   |
| 1.6.1                               | <p>The addresses are:</p> <p>Client: Association of Caribbean States _____</p> <p>Attention: Mr. Julio Orozco _____</p> <p>Mail address: 5-7 Sweet Briar Rd, St. Clair, Port-of-Spain, Republic<br/>of Trinidad &amp; Tobago _____</p> <p>Tel: 868-622-9575 _____</p> <p>Facsimile: 868-622-1653 _____</p> <p>Consultants: _____</p> <p>Attention: _____</p> <p>Mail address: _____</p> <p>Tel: _____</p> <p>Facsimile: _____</p> |
| 1.6.2                               | <p>Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of electronic mail, <b><i>twenty-four hours (24 hrs)</i></b> following confirmed transmission; and</p> <p>(c) in the case of facsimiles, <b><i>twelve hours (12 hrs)</i></b> hours following confirmed transmission.</p>   |
| [1.8                                | <p>The Member in Charge is <i>[name of member]</i>.</p> <p><b><i>Note:</i></b> <i>If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SC 1.8 should be deleted from the SC.]</i></p>  |

<sup>2</sup> Clauses in brackets are optional; all notes should be deleted in final text.

- 1.9** The Authorized Representatives are:  
For the Client: **Julio Orozco** \_\_\_\_\_  
For the Consultants: \_\_\_\_\_
- [2.1]** The effectiveness conditions for this Contract to enter into force between the ‘Client’ and the ‘Consultant’ are the following:
- *Approval and Signing of the Contract by the Client and Consultant respectively.*
- 2.2** The time period for this contract to be terminated as a result of failure to become effective shall be **4 weeks** or such other time period as the parties may agree in writing.
- 2.3** The time period for the commencement of services by the consultant pursuant to signing/effectiveness of the contract shall be **1 week** or such other time period as the parties may agree in writing.
- 2.4** The time period for the duration of the contract shall be **6 months** or such other time period as the parties may agree in writing.
- 3.9**
- “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”
- 8.2** Disputes shall be settled by arbitration in accordance with the following provisions:
1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
    - (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to **Association for International Arbitration, 146 Avenue Louise, B-1050 Brussels Belgium** for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days



of the date of the list, *Association for International Arbitration* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *the President, Association for International Arbitration, Brussels Belgium*.
- (c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the by *the President, Association for International Arbitration, Brussels Belgium* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

- 2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
- 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
- 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultants' home country [*Note: If the Consultants consist of more than one entity, add: or of the home country of any of their Members*] or of the Client. For the purposes of this Clause, "home country" means any of:
  - (a) the country of incorporation of the Consultants [*Note: If*

*the Consultants consist of more than one entity, add: or of any of their Members]; or*

- (b) the country in which the Consultants' [or any of their Members'] principal place of business is located; or
- (c) the country of nationality of a majority of the Consultants' [or of any Members'] shareholders; or
- (d) the country of nationality of the Sub-consultant concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in [location];
- (b) the [type of language] language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

*Note: The Agency requires that contracts financed by it include choice of law and dispute settlement provisions. The Agency feels that international commercial arbitration as provided in the above Clause has substantial advantages for both parties over other dispute settlement provisions, and it strongly recommends its Clients to use the above Clause.*

## IV. Appendices

Appendix A: Description of the Services \_\_\_\_\_ Not used

### Appendix B: **Reporting Requirements**

(a) **An Inception Report delivered 2 weeks after the signing of the contract.**

The Inception Report will form part of the Preparatory Phase. At the commencement of the consultancy, the consultant will finalise the work plan, the schedule of activities, initiate fact finding and also assemble the full project team. This information should be outlined in the Inception Report and sent to the ACS focal point for review and approval. The Inception Report provides an opportunity to elaborate on the methodology proposed in response to the TOR and its related issues at an early stage of the project execution. . The initial report will validate and thus confirm the approach and scope of work of the consultant.

(b) **An Interim Report delivered by the second (2<sup>nd</sup>) month of project implementation.**

The Interim Report will be submitted mid-project implementation to provide an update on the execution of the project. This report should be submitted to the ACS focal point for review and comment, with a formal presentation made as designated. The report should be accompanied by details and preliminary results of the Survey inclusive of the activities engaged in (site visits, interviews etc), and their outcomes. Information of activities pertaining to the Research/Study should also be included and an initial outline/draft of the study submitted for review and comment. Interim analysis is required in order to analyze how the project is proceeding, whether goals and targets are being met and also to facilitate review of the project deliverables before its final completion. This report should contain a description of the progress of the project, including what has been accomplished so far, an evaluation of any obstacles that have been encountered, and what remains to be done. A financial report, should also be included, detailing what funds have been spent and how.

(c) **A Draft Final Report delivered by the fourth (4<sup>th</sup>) month of project implementation.**

The Draft Final Report maintains the format of the Interim Report and provides an update on the technical, administrative and financial aspects related to the execution of the project. At this stage the final drafts of the project deliverables are expected to be submitted for review and approval of the ACS focal point. This would include the results of the Survey and preliminary drafts of the Study, Directory and Framework.

(d) **A Final Report and required project outputs delivered by the six (6<sup>th</sup>) month.**

The Final Report should contain an abstract of the results of the project as well as a detailed description of the project's goals, methods and key accomplishments. Also included should be an evaluation of the results of the project. This report should also include a full financial report, detailing how funds were spent. The final reporting will include delivery of all project deliverables as well as a PowerPoint presentation being made as designated by the ACS.

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|  |                                   |
|--|-----------------------------------|
| Appendix C: Key Personnel and Sub-consultants      | <input type="checkbox"/> Not used |
| Appendix D: Medical Certificate                    | <input type="checkbox"/> Not used |
| Appendix E: Hours of Work for Key Personnel        | <input type="checkbox"/> Not used |
| Appendix F: Duties of the Client                   | <input type="checkbox"/> Not used |
| Appendix G: Cost Estimates in Foreign Currency     | <input type="checkbox"/> Not used |
| Appendix H: Cost Estimates in Local Currency       | <input type="checkbox"/> Not used |
| Appendix I: Form of Guarantee for Advance Payments | <input type="checkbox"/> Not used |