CONTRACT FOR CONSULTING SERVICES

Architectural & Engineering Services for
14 Palmoral Avenue, Mona, Kingston 7,
St. Andrew

July 2016
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REQUEST FOR PROPOSALS

Project Name: Architectural & Engineering Services for 14 Palmoral Avenue, Mona, Kingston75

Title of Consulting Services: Full Design & Working Drawing
Section 1. Letter of Invitation

To: Prospectve Applicants

Dear Applicant

1. The University of the West Indies Open Campus (The UWI Open Campus), through funding from the United States Agency for International Development has committed funds to undertake Architectural & Engineering Services for which this Request for Proposal is issued.

2. The UWI Open Campus now invites proposals to provide the following consulting services under a firm fixed price contract: Architectural & Engineering Services. More details on the services are provided in the Terms of Reference.

3. This Request for Proposal (RFP), having been duly advertised in the Gleaner, invites suitably qualified applicant entities which MUST include the following categories of staff holding valid registration:
   - At least 1 licensed Architect
   - At least 1 licensed Quantity Surveyor
   - At least 1 licensed Civil/Structural Engineer
   - At least 1 licensed Mechanical and Electrical Engineer

4. A firm will be selected under Quality-Cost Based Selection (QCBS) 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 - Standard Forms
   - Section 4 - Financial Proposal - Standard Forms
   - Section 5 - Terms of Reference
   - Section 6 - Standard Forms of Contract

Yours Sincerely,

[Signature]

Cecile Minott (Mrs.)
Head Acting
Section 2. Instructions to Consultants

Definitions

a. “Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.

b. “Consultant” means any entity or person that may provide or provides the Services to the Procuring Entity under the Contract.

c. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

d. “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

e. “Day” means calendar day.

f. “The UWI Open Campus” means the The University of the West Indies Open Campus.

g. “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their Proposals.

h. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Entity to the short-listed Consultants.

i. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside of Jamaica; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in Jamaica.


k. “RFP” means the Request For Proposal to be prepared by the Procuring Entity for the selection of Consultants, based on the SRFP.

l. “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Entity as a guide for the preparation of the RFP.

m. “Services” means the work to be performed by the Consultant pursuant to the Contract.

n. “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.

o. “Terms of Reference” (TOR) means the document included in the
RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

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

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend the pre-proposal conference IF one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Procuring Entity’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Procuring Entity will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

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

Conflict of Interest

1.6 The UWI Open Campus policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

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

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Entity in the privatization of public assets shall not purchase, nor advise Procuring Entities of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

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

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

1.6.3 No agency or current employees of the Procuring Entity shall work as Consultants under the project. Any project work provided by employees of The UWI Open Campus must be documented and reported as counterpart contribution in kind. If the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Procuring Entity by the Consultant as part of his technical proposal.

Unfair Advantage

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

Fraud and Corruption

1.7 The UWI Open Campus requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, The UWI Open Campus defaults to the Government of Jamaica’s provisions as follows:

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

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

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

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

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a UWI Open Campus-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a UWI Open Campus-financed contract; and

(d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by The UWI Open Campus, requiring bidders, suppliers, contractors and consultants to permit The UWI Open Campus to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by The UWI Open Campus.

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

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

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

1.10 Shortlisted 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.
1.11 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree, have the right to refuse to extend the validity of their Proposals.

2. **Clarification and Amendment of RFP Documents**

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Procuring Entity’s address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Procuring Entity may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. **Preparation of Proposals**

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Procuring Entity, shall be written in the language (s) specified in the Data Sheet.

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

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

(a) If a shortlisted 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-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Procuring Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

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

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

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

Language

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

Technical Proposal Format and Content

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

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

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Entity (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

The Financial Proposal shall be prepared considering all costs associated with the assignment, including (a) remuneration for staff, (b) necessary land surveys, soil testing, and (c) reimbursable expenses indicated in the Data Sheet. All activities and items described in the Technical Proposal must be priced separately and submitted as a FIXED COST except reimbursables indicated in the Data Sheet. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The Consultant may be subject to local taxes on amounts payable by the Procuring Entity under the Contract. The Procuring Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

The consultant shall have to demonstrate that they have paid all relevant taxes, duties, fees and other impositions as may be levied in Jamaica, through the presentation of a valid Tax Compliant Certificate (TCC) at the time of submission of the proposal.

Consultants should express the price of their services in the
national currency as so indicated in the Data Sheet.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be deposited in the TENDER BOX provided at the address referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked “DO NOT OPEN BEFORE [the time and date of the opening indicated in the Data Sheet]”. The Procuring Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

4.6 The Evaluation Committee of the Procuring Entity shall open the outer envelope containing both the Technical and Financial Proposal on the date stipulated in the Data Sheet.

5. Proposal Evaluation

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

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

Evaluation of Technical Proposals

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

Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

5.3 After the technical evaluation is completed the Procuring Entity shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.

5.4 The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

5.5 The Evaluation Committee will not correct any computational errors. Activities and items described in the Technical Proposal but not included in the pricing, shall be assumed to be included in the process of other activities or items.

5.6 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score ($S_f$) of 100
Section 2. Instructions to Consultants

Evaluation of Financial Proposals (for FBS & LCS)

5.8 In the case of Fixed-Budget Selection (FBS), the Procuring Entity 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 (LCS), the Procuring Entity will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

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

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

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

points. The financial scores ($S_f$) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ($S_t$) and financial ($S_f$) 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: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
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.

Availability of Professional staff/experts

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff will be actually available. The Procuring Entity will only 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. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

Award of Contract

After completing negotiations the Procuring Entity shall award the Contract to the selected Consultant, and publish notice of the award on its website http://www.open.uwi.edu/ccdc/welcome. The Procuring Entity shall promptly notify all Consultants who have submitted proposals of the award. After Contract signature, the Procuring Entity shall return the unopened Financial Proposals to the unsuccessful Consultants.

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

Confidentiality

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

**DATA SHEET**

<table>
<thead>
<tr>
<th>Paragraph Reference</th>
<th>Description</th>
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| 1.1                 | Name of the Procuring Entity: The University of the West Indies Open Campus (The UWI Open Campus)  
Method of selection: **Quality & Cost Based Selection (QCBS)** |
| 1.2                 | Financial Proposal to be submitted together with Technical Proposal:  
Yes  
No  
Name of the assignment is: Architectural & Engineering Services for  
Palmoral Avenue, Kingston 6 |
| 1.3                 | A pre-proposal conference will be held:  
Yes  
No (X)  
The Procuring Entity’s representative is: Mr. Christopher Thomas  
Telephone: 977-0055/977-0771  
E-mail: Christopher.thomas04@uwimona.edu.jm |
| 1.4                 | The Procuring Entity will provide the following inputs and facilities  
None  
Access to the building based on appointment |
| 1.5                 | The Procuring Entity envisages the need for continuity for downstream work:  
Yes  
No (X) |
| 1.6                 | Proposals must remain valid 90 days from tender submission deadline, i.e.  
until: November 19, 2016 |
### Section 2 – Instructions to Consultants – Data Sheet

| 2.1 | Clarifications may be requested not later than **one** [1] week before the submission deadline.  

The address for requesting clarifications is:  
Mr Christopher Thomas  
The UWI Project Management Office  
The UWI Regional Headquarters,  
Hermitage Road, Kingston 7  
Telephone: 977-0055/977-0771  
E-mail: Christopher.thomas04@uwimona.edu.jm |
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<tbody>
<tr>
<td>3.1</td>
<td>Proposals shall be submitted in the following language: <strong>English</strong></td>
</tr>
<tr>
<td>3.3 (a)</td>
<td>Shortlisted Consultants may associate with other shortlisted Consultants: Not applicable</td>
</tr>
<tr>
<td>3.3 (b)</td>
<td>The estimated number of professional staff-months required for the assignment is: Six (6) months for Pre-Contract Phase, Six (6) months for Contract Administration Phase, (6) months for Post-Contract Phase.</td>
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</tbody>
</table>
| 3.4 | The format of the Technical Proposal to be submitted is:  
Simplified Technical Proposals STP |
| 3.4 (a) | Training is a specific component of this assignment: No **X** |
| 3.5 | Reimbursable expenses  
(1) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;  
(2) cost of printing and dispatching of the reports to be produced for the Services;  
(3) cost of such further items required for purposes of the Services not covered in the foregoing. |
| 3.6 | Amounts payable by the Procuring Entity to the Consultant under the contract to be subject to local taxation: Yes _____ No **(X)**  
If affirmative, the Procuring Entity will:  
(a) reimburse the Consultant for any such taxes paid by the Consultant;  
Local bidders shall submit their Tax Compliance Certificate at the time of bid submission |
3.7 Consultant to state local cost in the national currency: Yes (X) No

4.1-4.4 Consultant must submit the original and [4] copies of the Technical Proposal, and the original of the Financial Proposal, utilizing the two envelope process as described is sections 4.2 to 4.5 above.

4.5 The Proposal submission address is: same as 2.1 above

Proposals must be submitted no later than the following date and time:
Friday, August 19, 2016 at 4:00 p.m.

4.6 The opening and evaluation of the Technical proposal will take place on Tuesday, August 23, 2016 at 10:00. The Financial proposal of the Consultants who met the qualifying mark will then be opened and the total price read aloud and recorded.

5.1 Criteria, sub-criteria, and point system for the evaluation of Simplified Technical Proposals are:

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(i) Specific experience of the Consultants relevant to the assignment:</td>
</tr>
<tr>
<td></td>
<td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td>
</tr>
<tr>
<td></td>
<td>a) Technical approach and methodology</td>
</tr>
<tr>
<td></td>
<td>b) Work plan</td>
</tr>
<tr>
<td></td>
<td>c) Organization and staffing</td>
</tr>
<tr>
<td></td>
<td>Total points for criterion (ii):</td>
</tr>
<tr>
<td></td>
<td>(iii) Key professional staff qualifications and competence for the assignment:</td>
</tr>
<tr>
<td></td>
<td>a) Team Leader - Architect</td>
</tr>
<tr>
<td></td>
<td>b) [Team Member 1 - Engineers]</td>
</tr>
<tr>
<td></td>
<td>c) [Team Member 2 - QS]</td>
</tr>
<tr>
<td></td>
<td>Total points for criterion (iii):</td>
</tr>
</tbody>
</table>

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:

1) General qualifications [30%]
2) Adequacy for the assignment [50%]
3) Experience in region [20%]

Total weight: 100%

The minimum technical score ST required to pass is: 70 Points

5.3 The formula for determining the financial scores is the following:

\[ S_f = 100 \times \frac{F_m}{F} \]

in which \( S_f \) is the financial score, \( F_m \) is the lowest price
and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 80\%$, and $P = 20\%$

| 6.1 | Expected date and address for contract negotiations: Monday, August 29, 2016. Mr Christopher Thomas The UWI Project Management Office The UWI Regional Headquarters, Hermitage Road, Kingston 7 |
| 7.2 | Expected date for commencement of consulting services Monday, September 19, 2016 |
Section 3. Technical Proposal - Standard Forms

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

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

TECH-1   Technical Proposal Submission Form

TECH-2   Consultant’s Organization and Experience (Not Applicable)
         A   Consultant’s Organization
         B   Consultant’s Experience

TECH-3   Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Procuring Entity
         A   On the Terms of Reference
         B   On the Counterpart Staff and Facilities

TECH-4   Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5   Team Composition and Task Assignments

TECH-6   Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7   Staffing Schedule

TECH-8   Work Schedule
FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: __________________________
Name and Title of Signatory: __________________________
Name of Firm: __________________________
Address: __________________________

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

² [Delete in case no association is foreseen.]
FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]
**B - Consultant’s Experience**

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

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

Firm’s Name: ___________________________
A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]
B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Procuring Entity according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]
FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

a) Technical Approach and Methodology,
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 Procuring Entity), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

<table>
<thead>
<tr>
<th>Professional Staff</th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Staff</td>
<td>Firm</td>
<td>Area of Expertise</td>
<td>Position Assigned</td>
<td>Task Assigned</td>
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</tbody>
</table>
FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

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

3. Name of Staff [Insert full name]: ________________________________

4. Date of Birth: ________________ Nationality: ________________________________

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

6. Membership of Professional Associations: ________________________________

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

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

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

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

From [Year]: _____ To [Year]: ______
Employer: ________________________________
Positions held: ________________________________
### 11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

### 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

- **Name of assignment or project:** ______________
- **Year:** ______________
- **Location:** ______________
- **Procuring Entity:** ______________
- **Main project features:** ______________
- **Positions held:** ______________
- **Activities performed:** ______________

### 13. Certification:

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

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

Full name of authorized representative: ______________
### FORM TECH-7 STAFFING SCHEDULE

<table>
<thead>
<tr>
<th>N°</th>
<th>Name of Staff</th>
<th>Staff input (in the form of a bar chart)</th>
<th>Total staff-month input</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
<td>Home Field Total</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Local</td>
<td>[Home]</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>[Field]</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>[Home]</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>[Field]</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>[Home]</td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td>[Field]</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**

**Total**

---

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

---

- Full time input
- Part time input
### FORM TECH-8 WORK SCHEDULE

<table>
<thead>
<tr>
<th>№</th>
<th>Activity¹</th>
<th>Months²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Entity approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

---

RFP Architectural_Engineering services_KMF_Final
Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form
FIN-2 Summary of Costs
FIN-3 Breakdown of Costs by Activity
FIN-4 Breakdown of Remuneration (Not Applicable)
FIN-5 Reimbursable expenses
FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures\(^1\)]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No commissions and gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

Yours sincerely,

Authorized Signature [In full and initials]: ___________________________

Name and Title of Signatory: ___________________________

Name of Firm: ___________________________

Address of Firm: ___________________________

\(^1\) Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
FORM FIN-2 SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Indicate Foreign Currency]¹</td>
</tr>
<tr>
<td>Total Costs of Financial Proposal²</td>
<td></td>
</tr>
</tbody>
</table>

¹ If applicable, indicate between brackets the name of the foreign currency.
² Indicate the total costs, net of local taxes, to be paid by the Procuring Entity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.
### FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY

<table>
<thead>
<tr>
<th>Group of Activities (Phase):</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost component</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Indicate Foreign Currency]</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Technical Cost (ie. Surveys, soil tests)</td>
<td></td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td></td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
</tr>
</tbody>
</table>

---

1. Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3. Short description of the activities whose cost breakdown is provided in this Form.

4. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5. For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.
**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**
(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

<table>
<thead>
<tr>
<th>N°</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Equipment, instruments, materials, supplies, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Local transportation costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Other [Any required Land Surveys, permits]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
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 (Not Applicable)

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, supplies, local travel and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in 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 currency, as long as the services proceed as planned.
Section 5. Terms of Reference

TRANSITIONAL LIVING PROGRAMME FOR CHILDREN IN STATE CARE PROJECT

INTRODUCTION
The University of the West Indies Open Campus (The UWI Open Campus), through the Caribbean Child Development Centre, in partnership with the Child Development Agency, wishes to procure the services of an architectural and engineering consultant team to develop the design for the construction of an apartment complex. The construction activity falls within Transitional Living Programme for Children in State Care (TLP-CSC) project which is sponsored by the United States Agency for International Development (USAID) under the USAID Development Grants Program and is being implemented over six years from August 27, 2014 to August 26, 2020.

Overall Project goals
The goals of the TLP-CSC project are to improve the transition to independent living for Jamaican children leaving residential care at 18 years, and reduce the risk factors associated with low education or job skills, inadequate life skills and poor self-image. This will be accomplished through the development of an exit-readiness programme involving life skills and job skills training, to address employability, lifestyle choices, health and the family and the environment. The project will also facilitate the creation of safe and appropriate transitional living accommodation for youth who have transitioned from State care, as well as create a public-private partnership to provide employment opportunities.

Construction project goal
The goal of the construction project is to create a safe space to accommodate 12 youths who remain under the care of the State and who are enrolled in tertiary institutions. The youths will remain in the housing for the period of studies and will concurrently be provided with necessary life skills and mentoring to equipped them with tools for independent living.

LOCATION AND AVAILABLE SPACE
14 Palmoral Avenue, Kingston 6
The property currently consists of a one storey residential building and a small building to the rear.

REQUIRED SPACES

1. Housing will allow each occupant to operate independently. It will consist mainly of twelve bedroom spaces with shared bathroom, kitchen, dining and living area and secured wet and dry storage facilities.

2. The building is to be designed to meet the IBC standards requirements.

3. All rooms are to have both external windows to maximize on natural light and ventilation. Shading devices will be provided to enhance passive cooling (shade).
4. Additional service and common areas should be incorporated in the design and appropriately sized. These include laundry area, utility rooms, storage rooms, etc.

**ARCHITECTURAL DESIGN SPECIFICATIONS**

Construction within the Corporate Area of Kingston and Saint Andrew, Jamaica is subject to regulations issued under the Kingston and Saint Andrew Corporation (KSAC) Building Act. In an effort to ensure uniform building standards throughout Jamaica a set of National Building Regulations was prepared in 1974 and later updated in 1982 for adoption as a National Building Code but only approved by Cabinet as a Policy Document pending the enactment of legislation that would reconcile such a Code with the (KSAC) Building Act.

A Second Edition of the National Building Code of Jamaica (with Metric Units) was published in draft form in 1992 and was adopted as the standard within the construction industry. Currently we have adopted the International Building Code prepared by the International Code Council (with specific local adaptations) in conjunction with the Building Act (Act 2011) to replace the Building Code of 1992. Architectural Design for the proposed Transitional Living facility will be prepared in conformity with the International Code Council (with specific local adaptations) in conjunction with the Building Act (Act 2011) to replace the Building Code of 1992 and will be submitted to the KSAC for Building Approval which will certify compliance with the Building Act.

**SERVICES REQUIRED**

**Pre Contract**
Pre-Contract services required include the completion of working construction drawings with all architectural, mechanical, electrical and structural components for parish council submission, and construction stage. The design work includes the site development plan and a related topographic/leveling survey needed for the drainage designs; the layout of the existing structures including the locations of the electrical, water and sanitation (including connection to nearby sewer main) needed to achieve the permit of the Upgrading and Rehabilitation works. Services also include the provision of the quantity surveyors estimate, preparation of tender documents and tender evaluation report.

**Post Contract**
Generally, post-contract requirements include the hosting of monthly site meetings with contractor and client, conducting inspection of works to ensure compliance with drawings and specification, preparation of valuation for payments and variation orders for approval by client, issuance of practical and final completion certificates and preparation of final accounts.

**DEVELOPMENT & DESIGN PROFESSIONAL TEAM**

**Project Description**
The project consists of the evaluation (destructive and non-destructive testing) of the existing Kingston Mona Facility, design (upgrading and rehabilitation where possible) for the construction of suitable housing accommodation (a transitional living facility) to provide comfortable, temporary living facilities for twelve youth (male and female) who are attending tertiary institutions and who are in the care of the State. The site is located at 14 Palmoral Avenue Kingston and has existing two concrete buildings to be evaluated and where possible rehabilitated as part of the overall design. The proposed facility will make provision for 12 independent sleeping facilities and shared common facilities.

The facility is to be designed to meet the IBC standard requirements for disabilities.

**General Design Elements**

The planning and design will be done in keeping with the requirements of the Statutory Approval Agencies and will demonstrate the most efficient usage of the land. The development will also be in accordance with the following conditions of Ecologically Sustainable Development (ESD):

- Sustainable urban storm water management strategy incorporating water quality and volume management through bio-retention.
- Energy efficient strategies as well as the use of renewable energy sources.
- Waste management strategies including waste minimization during construction as well as construction material selection and on-going domestic waste management.

The general planning of the development will be in keeping with the following legislation and policy guidelines:
- The Town & Country Planning Act
- 2015 international building code
- The Towns & Communities Act
- The Local Improvement Act
- National Physical Plan (1978 -1998)

Design Specifications will be in accordance with Jamaica national environment planning agency-NEPA’s Development & Investment Manual (2007) and satisfy the requirements of the relevant Statutory Approval Agencies.

All sewage treatment and disposal system proposed will be in keeping with the requirements of NEPA, EHU, WRA and Kingston & St. Andrew Corporation (KSAC)

1. **Water and Sanitation**

It is essential to allow for stand-alone water capture, storage, filtration and pumping. Water systems may also be locked off in the aftermath of a hurricane, as flooding and landslips result in a surge of sediment into the system, and as subsurface failure can also fracture distribution pipes. This means that it is important to ensure that the building can continue to supply potable water for an extended period without external supplies.

- Harvested rain water from the roof should account for approximately 50% of the daily water demand for the building, as applicable.
- WC and shower(s) and laundry units should be supplied with harvested water only while basins and sinks with potable water from the NWC. Provisions are to be made
in the designs to allow for continuous potable water supply to these units in the event of water shortage in Kingston.

- The water harvesting design system should allow for water for irrigation purposes, as applicable.

2. **Energy**

This project component will include the provision of electricity from solar PV systems to power building units, as applicable. The installation of PV systems should allow for a 50% reduction in the estimated electrical demand from the grid with provision in the infrastructural design for a further 30% reduction in the demand from the grid. The equipment and supplies will comprise: solar modules, support structures, interconnect wiring kit and system, lightning protection and sub-array kit, timing and switching subsystem, batteries, battery cables and accessories, inverter and control systems, monitoring and recording system, battery housing including ventilation, instrument housing and interface system. The installation of the PV system will involve site preparation, construction of monitoring and instrumentation enclosures, raceways and conduits, installation of support structures and solar panels, testing and adjustments and commissioning.

- The roof should also be designed for the installation of solar panels and other critical services.
- All external lights and security lights should be powered by solar panels.
- Energy efficiency will be included in the building design. This includes careful consideration of the path of the sun and angles during day time and through the various seasons. This will determine:
  - Window type, sizes, design and placement
  - The use of modern industry standards for insulation.
  - Design specifications for windows.
- The use of alternative energy sources in the designs, should include the necessary infrastructure that will allow for a future retrofitting of the building, if not cost effective at this time.
- Security design is unlikely to be addressed in a set of national standards but it should be considered extensively in the building design and site layout for the project as well as in the adoption of construction methodologies that will ensure minimal exposure to intrusion during and after completion of the building.
- There will be a central main staircase to provide access to a second floor and with additional vertical service access to services on the roof.
- A designated solid waste facility will be designed and conveniently located to allow for sorting of solid waste in marked containers and safe temporary storage until collected by the relevant agency.

3. **External Design Considerations**

- Provisions will be made in the design for a maximum of 3 parking areas. These provisions will be for visiting staff and visitors to occupants. The occupants are not expected to have motor vehicles.
- Provision will be made in the design for suitable sized drying areas for laundry.
- The design will allow for the retrofitting of the existing perimeter fence to achieve safety, security and aesthetic qualities.
- Grass blocks will be incorporated in the landscape design to replace hard reflecting surfaces.

4. **Other Design Considerations**
   - Environmental effects will be considered to ensure energy efficiency in building design. This includes careful consideration of sun angles and shading and/or the use of modern industry standards for insulation.
   - Design specifications for windows.
   - Lighting design and mechanical systems design for energy conservation will also be given due consideration and will be addressed in specifications elsewhere.
   - Concern for sustainable development will lead to the design of a water harvesting system for rainwater collected at roof level of the building and the specification of water conserving plumbing fixtures.
   - The main structure of the building will be designed using readily available materials such as masonry blocks walls and reinforced insitu concrete column, beam and slabs.

**Engineering expertise of the consultancy firm and the preparation of the 60% design work.**

The Architectural and Engineering (A&E) consultancy firm(s) will include at least a licensed facility planning, design and construction architect and at least three licensed engineers, including a structural engineer (with construction materials expertise); a mechanical/electrical for the water-sanitation and electrical-wiring works, and a licensed quantity surveyor to carry out the survey works and construction unit cost analysis. The A&E firm(s), will prepare the 60% A&E design works, including:

- The architectural designs, site development and drainage designs, sub-surface soils and construction materials testing/investigation, concrete mixtures designs-including identifying sources of materials that will meet structural and environmental quality requirements;
- The structural design works and related structural calculations-considering all the possible static and dynamic loads that could affect the stability of the KMF;
- The 60% construction drawings and the related draft special provisions and the quality control (QC) and quality assurance (QA) procedures. The consultant firm will also support the environmental engineer in the preparation of environmental mitigation and monitoring plan (EMMP) that will be integrated in the 60% design works. The draft EMMP will be developed as an integrated fashion with the 60% design works.

**Engineering expertise of the consultancy firm and the preparation of the 100% design work**

The 100% design works must include a final and reliable construction Bill of Quantities (BOQ) within approximately 5% of the actual quantities implemented, to avert implementation delays and cost overrun. In addition, the 100% design works includes:
• A detailed unit cost analysis, considering the costs of the equipment, materials, labor (skilled and common), transport and related productivities for each construction item included in the BOQ, and in this regard this cost analysis will incorporate labor productivity evaluation to support employing men and women equally, promoting gender equity as applicable; and

• The signatures of the licensed A&E designer(s) (architect, structural and civil) including signing/sealing of the drawing, specifications (general and site specific, if any), and the technical reports (geotechnical, materials, soils/geotechnical, structural analysis, quantities and costs), following the Jamaican professional regulatory requirements.

SUMMARY OF DEVELOPMENT & DESIGN SERVICES REQUIRED

1. Schematic Design Stage
   • Participate in kick-off meeting with the Client to discuss stakeholder requirements within five (5) days of the Consultants’ receipt of the Client’s Letter of Acceptance.
   • Conduct data collection and site reconnaissance within five (5) days of the Consultants’ receipt of the Client’s Notice to Commence.
   • Finalize deliverables, provide detailed activity schedule for all services to be provided and discuss with Client within five (5) days of completing the data collection and reconnaissance exercise.
   • Advise the Client in writing and in a timely manner of the need for any additional information that may be required to complement the information available to the Architect/Engineer and team to complete the designs.
   • Advise the Client in writing and in a timely manner of other pertinent services required to execute the works.
   • Reopen boundary, undertake topographic surveys (0.5m contour intervals), and prepare preliminary layout, engineering designs and estimated costs for the proposed building. The designs are to include all on-site infrastructure for the development and all the related off-site infrastructure (access road, drainage, water supply, etc.) to support the development.
   • The Architect working in conjunction with the Engineer will be required to prepare the Geo-Technical Engineering Report for the overall development.
   • Identification and assessment of all on site infrastructure development.
   • Demarcate the lot(s), prepare the Pre-Checked Plan and obtain the requisite certification of that plan from the Surveys and Mapping Division of the National Land Agency.
   • Prepare and submit the requisite Surveyor’s Declaration.

2. Design Development Stage
   • As per Jamaica Institute of Architects Conditions of Engagement (1993), in particular, Architect’s Services – Design Development Stage items ‘b’, ‘c’, ‘d’, and ‘e’.
   • Within seven (7) days of the Client’s Instruction of Commence, start preparation of Plans for Pre-checking and submit to the UWI/OC CCDC.
- Arrange and chair design development meetings with the UWI/OC CCDC for design development approvals.
- Complete the design of the on-site infrastructure with sewer collection system, water distribution network, storm-water drains, water storage tank, road networks, electrical pole line, and access road to the development, water transmission line, etc.
- Prepare final architectural and engineering designs (including drawings, notes, finishes schedule, location and foundation for buildings, site grading plan (if required), specifications etc.) for the development.
- Prepare a construction schedule based on the design.
- To make the requisite submissions of the design plans and to ensure that the approvals are obtained from all the related Government Department/Agencies (including upcoming/emerging agencies).
- To prepare final layout and building designs for the development.
- Obtain approval for the development plan.
- Obtain the Pre-checked Plans in a timely manner and submit to the Client.
- Prepare and submit the requisite Surveyor’s Declaration(s) in keeping with agreed schedule.
- Prepare Surveyor’s Identification reports and submit to Client in keeping with agreed schedule.
- Provide approval status reports by the date specified by the PM.
- Update cost estimate and attend meetings to present the designs and address queries.
- Complete designs in consultation with all technical specialists and/or policy advisors.

3. **Construction Document Stage**
   - As per Jamaica Institute of Architects Conditions of Engagement (1993), in particular, to architect’s services – construction documents stage items ‘a’ to ‘f’.
   - To prepare schedules, specifications, working/construction drawings, bills of quantities (to include scoping for site clearance) and other tender documents necessary to enable the UWI/OC CCDC to obtain tenders or otherwise award a contract for carrying out construction works.

4. **Tender Stage**
   - As per Jamaica Institute of Architects Conditions of Engagement (1993), in particular, Architect’s Services – Tender Stage items ‘a’ to ‘f’.
   - Alternative construction methodologies may be considered during the tender process. In this regard, the Engineer would be required to ensure that the structural designs are in keeping with the relevant codes and agency requirements.
   - Approvals must be obtained by the successful bidder from all related agencies prior to execution of the contract.
   - The design responsibility, including all quantities, remains with the bidders and the successful bidder.
   - To manage the tender process to include:
     - The preparation of the bid documents using GOJ standard bidding documents.
     - Addressing all related queries to all Consultants/Contractors.
     - Attending the bid opening exercise.
     - Reviewing the bids and preparation of the tender evaluation report.
     - Attending the National Contracts Commission meeting(s) to present the Tender.
     - Report and address all related queries.
- To work with UWI Legal Department / Projects Office in preparing Contract Documents and drawings for execution of Construction Contract
- Arrange (Agenda, Notes for Meeting and Minutes) and chair the pre-construction meeting with the Contractor, the related Project Consultants and UWI / OC CCDC. All minutes of meeting should be prepared and dispatched within four (4) days of the meeting.

5. **Contract Administration Stage**
   - As per Jamaica Institute of Architects Conditions of Engagement (1993), in particular, Architect’s Services – Contract Administration Stage items ‘a’ to ‘o’.
   - Provide project updates, organize, manage and chair fortnightly meetings or as required, prepare monthly cash flow projections with estimated construction costs, monthly status reports, current and anticipated problems with recommended solutions, provide direction and control to the UWI/OC CCDCs site staff, review payment recommendations made by the QS, issue practical completion certificates.
   - Monthly project reports must be provided by the Consultant during both pre-contract and post contract phases, on or before the 25th date of each month. These reports are to include:
     - Project updates – overall % complete, % time expired in relation to agreed work schedule and expenditure, site visits made and key observations,
     - Monthly cash flow projections for the next three (3) months,
     - Assessment of the anticipated final cost of the works (to be indicated in each month-end report),
     - Status of work and activities completed for the month,
     - Percentage completion of the main elements of the works,
     - Current and anticipated problems and recommended solutions,
     - Variations and instructions issued during the reporting period,
     - Status of agency approvals and submission.
     - Costs control statements
     - Pictures of the progress of the works.
   - Provide UWI/OC CCDC with a full set of construction document drawings and updated sheets when drawings have been updated.
   - Organize, manage and chair fortnightly site meetings or otherwise agreed with the UWI/OC CCDC.
   - Provide construction site meeting minutes four (4) days after the construction site meeting.
   - Attend one (1) project meeting with the Client once per month (excluding the Site Meetings). This should be priced in the Consultant’s Financial Proposal.
   - Provide direction and control to the Resident Engineer or site manager in pursuance of the quality assurance for the works.
   - Make site visits at least fortnightly or more frequently, if required, ensuring that the works are executed in accordance with the design specifications.
   - Invite the Parish Council and other agencies to meetings and site visits as required to ensure smooth takeover of the works at the end of the construction period.
   - Notify the Parish Council/Agencies to inspect the works at the necessary stages of construction and obtain their sign off/acceptance of the works at each stage.
   - Review the Contractor’s request for interim payments and prepare payment certificates within the time specified in the Construction Contract.
   - To review and report on all claims for extension of time for the Contractor, within the time specified in the Construction Contract. Upon the evaluation of each claim.
submitted by the contractor, a report must be submitted to the UWIOC CCDC outlining the details of the claim along with the Architect’s recommendation.

- Review, approve or disapprove shop drawings, samples and other submissions of the contractor to determine compliance and conformance with the requirements of the contract documents.
- Advise on the selection and sourcing of substitute material where necessary.
- Prepare certificates recommending payment to the Client for approval.
- Prepare defects list(s), along with the Resident Engineer or site manager, and update where required throughout the construction process for action.
- Conduct detailed inspection at Practical Completion and prepare report.
- Prepare and submit a set of scaled record (as-built) drawings from all consultants of the works within one (1) month of practical completion (hard and soft copy).
- Issue variations orders as is required. The Architect must obtain approval from the UWIOC CCDC before issuing variation orders.
- Issue completion certificates as required under the construction contract.
- To prepare the Dispute Resolution Board (DAB) Terms of Reference (as required by FIDIC) and assist with the selection of an adjudicator.
- To represent the UWIOC CCDC on technical issues at meetings of the DAB, provide the requested information and position on matters referred.
- To ensure that the contractor has taken all steps necessary for the handover of the works to the respective Statutory Agencies, in keeping with the Construction Contract. No final retention is to be released until the handover takes place unless otherwise stated in the Construction Contract.
- Monitor the building and infrastructure construction works to ensure that the proposed building is constructed in accordance with the design, taking into consideration that the work meets the required standard, workmanship and quality and address and respond to queries by the Contractor in the stipulated time.
- Establish a system for resolving defects during the defects liability period. This is to be included in the construction contract.
- Monitor the works identified on the defects list issued at Practical Completion and advice the UWIOC CCDC when these works have been completed and can be inspected.
- Ensure that the contractor has taken all steps necessary for the handover of the works to the UWIOC CCDC, in keeping with the Construction Contract. No final retention is to be released until the handover takes place unless otherwise stated in the Construction Contract.
- Deliver to the UWIOC CCDC all records or manuals that are necessary for the operation and maintenance of the areas of the building and infrastructure for which the Architect and team are responsible.
- Prepare the final accounts of the works for the UWIOC CCDC’s approval. Final Accounts are to be prepared three (3) months after practical completion or otherwise agreed with the UWIOC CCDC.
- Assessment of Liquated Damages due (where applicable).
- Carry out all such things that are sufficient and necessary to achieve the objective of the Project designs

**General Notes:**

- The UWIOC CCDC, as Client and Project Manager, reserves the right to direct the Architect and team to modify any designs subject to the approval of the relevant
The team is obliged to advise the Client on the Implications, Risk, Cost, and advise accordingly if he thinks the Client’s decision is inappropriate.

- The UWI will advise the Architect and team in writing if we intend to undertake a peer review of their designs. Findings from a Peer Review will not be implemented unless agreed by the team.
- The Architect and team must obtain UWI/OC CCDC’s Approval of the Preliminary Design before proceeding to the Design Development Stage.
- Design Specifications should be in accordance with the 2015 International Building Code and satisfy the requirements of the relevant Statutory Approval Agencies.
- Hard copy format of drawings submitted must be stamped and signed by the Registered Architect and Engineer with their professional seal. Drawings must also include the date and purpose of each issue.

**SUPERVISION/COORDINATION**

The consultant team will be supervised by UWI/UPMO lead by the Project Coordinator. Reporting requirements have been included in the Scope of Services

**PAYMENT SCHEDULE**

The following is a guide for the payment of professional fees based on a fixed budget.

**Design Phase (%)**
- Schematic Design
- Design Development
- Approvals
- Construction & Documentation
- Tender

**Construction Phase (%)**
- Contract Administration
SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS

FIRM FIXED PRICE CONTRACT

CONTRACT : Made this ........ day of .................... 2016

CLIENT : THE UNIVERSITY OF THE WEST INDIES
OPEN CAMPUS
c/o Mona Campus
Mona
Kingston 7

CONSULTANT : [John Brown]

THE SERVICES : Design and Contract Administration for the
Proposed Transitional Living Facility for
Children in State Care Project

SITE LOCATION : 14 Palmoral Avenue, Mona Kingston 6

PROJECT MANAGER : University Project Management Office (UPMO)

WHEREAS the Client desires that the Consultant performs the Services and has accepted
a proposal by the Consultant to perform the Services

NOW IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Interpretation
1.1 In this Contract, words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.

1.2 The following documents shall be deemed to form and be read and construed as
part of this Contract, namely:
(a) the Conditions of Contract;
(b) the Appendices, namely:
  Appendix A – Letter of Agreement from the Consultant
  Appendix B – Payment Schedule
  Appendix C – Terms of Reference
  Appendix D – Consultant’s Technical Proposal
  Appendix E – Consultant’s Financial Proposal

2. The Services
2.1 For the consideration stated in clause 3 below, the Consultant shall, upon and
subject to the Conditions of Contract attached hereto, carry out and complete the
Services described in the Appendices attached hereto as Appendix C, “Terms of
Reference and Scope of Services.”
3. Consideration
3.1 The Client shall pay to the Consultant the sum of ?????? or such other sum (hereinafter ‘the Contract Sum’) as shall become payable hereunder at the times and in the manner specified in clause 4 of the Conditions of Contract.

SIGNED for and on behalf of THE UNIVERSITY OF THE WEST INDIES OPEN CAMPUS

Ms. Karen Ford Warner
Registrar, UWI Open Campus

In the presence of:
Name: ..............................................................................................................
Address: ...........................................................................................................
Description: ......................................................................................................

SIGNED for and on behalf of John Brown Consultants

John Brown
Managing Director/Authorised Representative

In the presence of:
Name: ..............................................................................................................
Address: ...........................................................................................................
Description: ......................................................................................................

Attachments:
1. Conditions of Contract
2. Appendices A-E
CONDITIONS OF CONTRACT

1. Date of Commencement .................................................................

2. Contract Period ........................................................................

3. Date of Completion ......................................................................

4. Payment Terms As set out in Appendix B hereto.

5. Consultant’s Obligations

5.1 The Consultant shall with due diligence and in good and workmanlike manner provide the Services to the reasonable satisfaction of the Project Manager (hereinafter “the PM”) all in accordance with these Conditions of Contract together with drawings, functional requirements, payment schedule, etc., attached to this Contract.

5.2 The Consultant shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carry out all its responsibilities in accordance with industry standards.

5.3 The Consultant shall provide all the coordination, expert technical advice and skills which are normally required in performing the Services.

5.4 During the Contract Period the Consultant shall report to the PM on the progress of the Services as well as any new proposals or guidelines for further action, and any other reports related to this Contract as may be required by the PM from time to time.

5.5 On completion of the Services the Consultant shall provide a final report to the PM.

6. Client’s Obligations

6.1 The Client shall furnish the Consultant, without charge and in a reasonable time, all pertinent data and information in its possession and use reasonable efforts to obtain relevant information and approvals for the purposes of the Services. The Client shall give such assistance as shall reasonably be required by the Consultant for carrying out its obligations under this Contract.

6.2 The PM shall give its decision on all sketches, drawings, reports, recommendations and other matters properly referred to it for decision by the Consultant in such reasonable time as not to delay or disrupt the performance of the Services.

7. PM’s Instructions
7.1 The PM may issue written instructions which the Consultant shall forthwith carry out. If instructions are given orally, such instructions shall forthwith be confirmed in writing by the PM.

7.2 The PM may, without invalidating this Contract, order an addition to or omission from or other change in the Services or the sequence or period in which they are to be carried out and any such order shall be valued by the PM on a fair and reasonable basis.

8. Indemnity by Consultant

8.1 Except for damage to property, death or bodily injury to persons arising out of the negligence or willful misconduct of the Client, its agents or employees, the Consultant shall indemnify and hold harmless the Client, its agents and employees from any and all claims, costs and expenses (including reasonable attorney-at-law fees) to the extent that the damage to property or death or bodily injury to persons results from the negligence or misconduct of the Consultant, its agents, representatives or employees.

8.2 The Consultant shall indemnify and hold harmless the Client, its agents and employees from any and all claims, costs and expenses (including reasonable attorney-at-law fees) arising out of the use of third party proprietary material by the Consultant.

9. Insurance

The Consultant shall maintain Professional Indemnity Insurance for an amount of not less than the Contract Sum stated in clause 3 of the Form of Contract. The Consultant undertakes to use all reasonable endeavours to maintain the policy of insurance for six (6) years after the completion of the Services.

10. Completion of Services

The PM shall certify the date when in its opinion the Services have been completed and when in its opinion the Consultant’s obligations under this Contract have been discharged.

11. Documents and Copyright

11.1 All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.

11.2 The Consultant retains copyright in all documents prepared by the Consultant under this Contract. The Client shall be entitled to use them or copy them only for
the Services and the purpose for which they were intended, and need not obtain the Consultant’s permission to copy for such use.

12. Confidentiality

The receiving party agrees to preserve the confidential nature of any information indicated to be confidential which is received from the disclosing party or which is developed during the performance of this Contract (hereinafter “Confidential Information”). The receiving party shall not disclose such Confidential Information to any person or entity for a period of at least three (3) years after the completion of the Services except as required by law. The obligation of confidentiality under this clause shall not apply to any Confidential Information which the receiving party can prove is lawfully in its possession or in the public domain at the time of receipt.

13. Termination

13.1 The Client may by written notice, by recorded delivery, to the Consultant forthwith terminate this Contract if the Consultant shall make default in any one or more of the following respects, that is to say:

13.1.1 if the Consultant, in the opinion of the PM, without reasonable cause fails to proceed diligently with the Services or wholly suspends the carrying out of the Services before completion;
13.1.2 if the Consultant becomes bankrupt or makes a composition or arrangement with its creditors.

13.2 The Client may by fifteen (15) working days’ written notice, by recorded delivery to the Consultant, terminate this Contract.

13.3 The Consultant may, by fifteen (15) working days’ written notice, by recorded delivery to the Client terminate this Contract if the Client fails to make any payment due within twenty (20) working days in accordance with clause 4 after certification by the PM under clause 10 above.

13.4 Termination of this Contract for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

14. Independent Contractor

In the performance of the Services the Consultant shall act as an independent contractor and nothing herein contained shall be deemed to create the relationship of employer and employee or master and servant between the Client and the Consultant.

15. Sub-contracting

The Consultant shall not sub-contract the Services or any part thereof without the prior written consent of the PM, which consent shall not be unreasonably withheld.
16. **Force Majeure**

Any delays in or failures of performance by either the Client or the Consultant (hereinafter “the Party in Delay”) shall not constitute a default nor give rise to any claims if and to the extent that such delays or failures of performance are caused by force majeure, provided that the event of force majeure actually affects this Contract and cannot be ascribed to the willful default or omission of the Party in Delay. Such events include, but are not limited to acts of God or the public enemy; expropriation or confiscation or the compliance with any order of any governmental body having authority; act of war, rebellion or sabotage or damage resulting therefrom; and natural disasters. Should any event of force majeure occur the Party in Delay shall immediately upon its occurrence notify the other party and supply adequate evidence thereof within seven (7) days of such notification.

17. **Entire Agreement**

This Contract and all its attachments constitute the entire agreement between the parties relating to its subject matter and supersede all prior agreements, arrangements and undertakings between the parties.

18. **Variation and Waiver**

18.1 A variation of this Contract shall be in writing and signed by or on behalf of both parties.

18.2 A waiver of any right under this Contract is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

19. **Arbitration**

If any dispute or difference concerning this Contract shall arise between the Client or the PM on its behalf and the Consultant, the parties agree to resolve the dispute or difference amicably by means of negotiation. If negotiation fails, the dispute or difference shall be referred to mediation and if mediation fails, to arbitration by a sole arbitrator to be agreed upon by the parties. The award in the arbitration shall be finding and binding on both parties.

20. **Fraud and Corruption**

The University of the West Indies requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, The UWI

(a) defines, for the purposes of this provision, the terms set forth below as follows: “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a UWI-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a UWI-financed contract

(e) Furthermore, Bidders shall be aware of the provision stated in Clause 1.7 of the General Conditions of Contract.

21. **Law Governing Contract**

This Contract shall be governed by and be construed according to the laws of Jamaica.
LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services
Annex B: Consultant’s Personnel
Annex C: Consultant’s Reporting Obligations