



**Government of Jamaica
Ministry of Science, Energy, Telecommunications and
Transport**

Request for Proposal

Communications Consultant

Ref No: MSETT/CS/JUL2023-02

July 2023

REQUEST FOR PROPOSAL

Communications Consultant

August 8, 2023

To: Prospective Bidders

Re: Procurement of Consultancy Services for the Provision of Communications Consultancy Services – Ref # MSETT/CS/JUL2023-02

1. The Ministry of Science, Energy, Telecommunications and Transport (MSETT), utilizing public funds invites you to submit your price Proposal for the Provision of Communications Consultancy Services as per the Terms of Reference at Section 2.
2. The Proposal must be submitted to the Government of Jamaica Electronic Procurement (GOJEP) portal at www.gojep.gov.jm on or before **Thursday, August 24, 2023 at 3:00 p.m.**
3. No Proposal Security is required.
4. The Procuring Entity shall award the contract to the Consultant if the Proposal has been determined to be substantially responsive to this Invitation and demonstrates value for money.

Permanent Secretary
Ministry of Science, Energy, Telecommunications and Transport

Addenda

Section 1	Instructions to Consultant
Section 2	Terms of Reference
Section 3	Form of Proposal
Section 4	Form of Contract Agreement

Section 1 Instructions to Consultant

1. Eligibility of the Consultant

The consultant must meet the following criteria to be eligible for the procurement contract award:

- a. In accordance with the Public Procurement Regulation 17, the Consultant and any named subcontractor shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica as part of their Proposal. Proof of Tax Compliance is a valid copy of the Tax Compliance Letter (TCL).
- b. The Consultant must provide a valid copy of their Tax Compliance Letter (TCL).
- c. The Consultant must have received this invitation directly from the procuring entity.

2. Qualification of the Consultant

The Consultant must meet the following qualification requirements to be considered for the procurement contract award:

- a. Evidence as a Consultant in the execution of at least five works of the nature and complexity equivalent to the works included in this Invitation,
- b. over the last three years.
- c. The Consultant may not subcontract any part of the works.

3. Fraud, Corruption and Other Prohibited Practices

The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.

A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall:

- i. be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
- ii. have their Proposal rejected if it is determined that the Consultant is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;
- iii. risk other sanctions provided for in the Act or the regulations.

4. Eligible Consultant

In accordance with the Public Procurement Regulations, 2018, Section 17, Bidders shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of Proposal submission.

In accordance with the Public Procurement Regulations, 2018, Section 17, Bidders shall have to demonstrate compliance with Section 15 of the Act at the time of Proposal submission.

Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.

5. Disqualified Consultant

Failure to directly obtain the bidding documents from the procuring entity will result in disqualification from the procurement proceedings.

The Consultant shall not have a conflict of interest. All Consultants found to have a conflict of interest shall be disqualified. Consultant may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or that has been hired (or is proposed to be hired) by the procuring entity as Project Manager for the Contract.

A Consultant that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.

A Consultant falling in any of the disqualification grounds in sections 18 and 19 of The Public Procurement Regulations 2018 shall be disqualified.

6. Documents Comprising the Proposal

The Proposal submitted by the Consultant shall comprise the following documents:

- Signed Letter of Proposal
- Signed Curricula Vitae (CVs).
- TCL

7. Evaluation Criteria

The Consultant may only submit one Proposal. Any Consultant who submits more than one Proposal will have their Proposal rejected.

The procuring entity shall evaluate the Proposal on the basis of its responsiveness to the TOR applying the evaluation criteria and point system specified in the Terms of Reference.

The qualifications and competence of the consultant for the assignment:

The procuring entity may interview the Consultant and/or request references in order to validate their qualifications and experience.

The Consultant achieving the highest technical score within the fixed budget may be invited for negotiations.

This is a Lump-sum Price assignment.

8. Language of the Proposal

All documents relating to the Proposal and contract shall be in the English language.

9. Signing of the Proposal

The original and copy of the proposal shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by the Consultant.

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

10. Submission of Proposal

All Proposals must be to the Government of Jamaica Electronic Procurement (GOJEP) portal at www.gojep.gov.jm.

The Consultant may modify or withdraw its Proposal once submitted but only prior to the deadline for submission.

11. Deadline of submissions

The deadline for receipt of your Proposal by the procuring entity is no later than **3:00 p.m., Thursday, August 24, 2023**.

12. Late Proposals

The procuring entity shall not consider any Proposal that arrives after the deadline for submission of Proposals. All late Proposals shall be declared late and rejected.

13. Confidentiality

Information relating to the examination, evaluation, comparison and post-qualification of Proposals and recommendation of contract award shall not be disclosed to Consultants or any other persons not officially concerned with such process until publications of the contract award.

Any attempt by the Consultant or any person to influence the procuring entity in the examination, evaluation, comparison and post-qualification of the Proposals or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its Proposal.

Procuring Entity's Right to Accept Any Proposal and to Reject any or all Proposal:

The procuring entity reserves the right to accept or reject any Proposal, and to cancel the process of competition and reject all Proposals, at any time prior to the award of the contract, without thereby incurring any liability to the affected Consultant(s).

14. Clarification or Further Information

Any request for clarification or further information must be received by **Thursday, August 18, 2023**. All requests must be in writing to the Director, Public Procurement at dirprocurement@mset.gov.jm

15. Notification of Award and Signing of contract:

The procuring entity shall notify all Consultant, in writing, of the determination of the successful Proposal.

The date of this notification establishes the commencement of the standstill period. The standstill period will be four (4) days. During this time Consultant may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their Proposals were not selected.

On the expiry of the standstill period the procuring entity shall send the successful Consultant the contract which shall be binding. The procuring entity will immediately notify in writing all unsuccessful Consultant of the final results and shall publish the results in the manner prescribed by the Office.

16. Right to Reconsideration and Review

Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible Bidder has the right to reconsideration or review of an action or decision of the procuring entity.

Section 2 Terms of Reference

1.0 BACKGROUND

- 1.1 The Ministry of Science, Energy, Telecommunications and Transport (MSETT) was established on May 24, 2023, following announcements by Prime Minister the Most Honourable Andrew Holness.
- 1.2 The MSETT is the key government entity, responsible for fuelling growth, driving innovation, advancing the telecommunications networks, promoting energy security, and enhancing the transportation sector of Jamaica. The Ministry plays a crucial role in supporting the strategic priorities of the Government of Jamaica, which include fostering economic growth, promoting digital transformation, and ensuring safe, sustainable, and efficient transportation systems. The MSETT is responsible for thirty (30) portfolio entities.
- 1.3 There is now a thrust to have a cohesive public relations plan to align the Ministry with its respective portfolio entities, built on effective communications to inform, persuade, and engage our stakeholders, partners and audiences on the different areas of responsibility and public opinion.

2.0 OBJECTIVES OF THE CONSULTANCY

- 2.1 The main objective of this consultancy is to design and implement a comprehensive communication plan to closely align the brand and image of the Ministry and its thirty (30) Departments and Agencies; as well as to work closely with relevant stakeholders to promote greater knowledge among key players, within the civil service, the private sector, civil society and the general public on the key functions of the Ministry, its Departments and Agencies (MDA). The Consultant will develop and spearhead a Communication Framework for the MSETT for the short to medium-term.

3.0 SCOPE OF THE WORK

- 1) Design and implement a comprehensive communication plan to enhance public visibility and awareness of MSETT and its Portfolio Entities.
- 2) Develop a communication strategy for the MSETT based on an assessment of the current communications approach in consultation with relevant stakeholders.
- 3) Assess the MSETT's existing brand identity and messaging to ensure consistency and alignment with the strategic priorities of the Ministry, its Departments and Agencies.
- 4) Develop brand-related content to drive engagement, reach and facilitate goodwill and support for the sectors, including templates for images, product design, and dissemination formats. Provide products in editable copy, as required.
- 5) Conduct research and undertake consultations targeting key stakeholders to ensure the appropriateness of the strategy (validation).

- 6) Foster greater information and knowledge exchange with key stakeholders, development partners, NGOs and Civil Society in the Science, Energy, Telecommunication and Transport sectors.
- 7) Develop dissemination and outreach strategy for internal and external stakeholders.
- 8) Develop formats/templates to facilitate the standardized display of the Ministry's services, including:
 - a) Contributing to the development of the Ministry's website.
 - b) Perform roles in managing the media relations and counterparts.
 - c) Identify and formulate communication strategies, inclusive of graphic design for promotion, use and branding of the MDAs. This will include:
 - Creation of graphics, inclusive of e-bulletins based on provided data.
 - Creation of Brand Palette.
 - Creation of infographics template/design.
 - Creation of MSETT paraphernalia inclusive of brochure – paper based, electronic and web-based.
- 9) Develop promotional activities geared towards enhancing visibility of the MDAs and future dissemination/public awareness campaigns.
- 10) Prepare local messages, through a participatory process, specifically targeting key stakeholders and groups as deemed necessary.
- 11) Provide guidance for exhibition planning and assist in the preparation and set up of booths and displays at events, if/when necessary.
- 12) Document lessons learned to inform future preparedness and response activities.
- 13) Any other required activity to fulfil the objectives of this consultancy.

4.0 DELIVERABLES

4.1 The Consultant will provide the following:

- a. Inception Report;
- b. Communication Plan for the MSETT;
- c. Progress Report/Presentation on the development and implementation of the communications strategy and associated materials;
- d. Validated Communications Strategy, including an indicative budget for implementation of deliverables;
- e. Public communication activities supported through talking points, speeches, photo coverage, interviews and other communication products;
- f. Edited technical and promotional material; and
- g. Final Report on the roll-out of strategy (i.e. website, social media, etc.).

Deliverables		Date to be Delivered
1	<u>Inception Report</u> following Inception Meeting with MSETT Project Team:	1 week after signing contract

Deliverables		Date to be Delivered
	<ul style="list-style-type: none"> This report must include approach to the Consultancy and work plan detailing methodology and relevant timelines for activities including stakeholder engagement, design of paraphernalia; development and validation of communications strategy; and implementation of finalised strategy. 	
2	Communication Plan	2 weeks after signing contract
	Talking points, speeches, photo coverage, interviews and other communication products	As requested throughout the consultancy period.
	Progress report to include: <ol style="list-style-type: none"> 1) Analysis of the MSETT's existing communications approach and tools, identifying gaps and making recommendations. 2) Portfolio (including in soft copy) with various draft formats/templates (inclusive of paper-based, digital and social media tools, platforms and materials) for standardized ways for information dissemination. 	One (1) month after approval of Deliverable 1
3	Brief report to include feedback from stakeholder consultations on draft strategy, and presentation of validated Communications Strategy with indicative budget.	One (1) month after approval of Deliverable 2
	Technical and promotional materials	As outlined in agreed workplan
4	Final report to include: <ol style="list-style-type: none"> 1) Communications Strategy Implementation Plan; 2) Indication of satisfactory completion of key elements of the strategy i.e. functioning website, functional social media, etc. 	One (1) month after approval of Deliverable 3

Deliverables		Date to be Delivered
	3) Programme to officially launch of the MSETT.	
TOTAL CONTRACT PERIOD		5 months

5.0 PRESENTATION OF REPORTS

- 5.1 Draft documents/reports should be submitted in editable electronic format, preferably Microsoft Word.
- 5.2 Three printed copies of the final report should be submitted along with one editable electronic copy, preferably in Microsoft Word.
- 5.3 One electronic copy (on jump drive and virtual storage) of PowerPoint documents and all promotional and other materials.

6.0 PERFORMANCE MONITORING AND EVALUATION

- 6.1 Key Performance Indicators (KPIs) The Communications Strategy will be evaluated based on the following key performance indicators:
 - a. Audience reach and engagement metrics across traditional and digital communication channels.
 - b. Media coverage and sentiment analysis to assess the Ministry's reputation and visibility.
 - c. Stakeholder feedback and perception surveys to measure satisfaction and understanding.
 - d. Web analytics and social media insights to track website traffic, content engagement, and audience demographics.

7.0 CHARACTERISTICS OF THE CONSULTANCY

- 7.1 Level of effort: Full time level of effort of five (5) consulting months will be required.
- 7.2 Duration of contract: The consultant will be expected to provide **105** working days of support over the contract period.
- 7.3 Location: Jamaica
- 7.4 Type of Consultancy: Individual Consultant
- 7.5 Type of contract: Lump Sum.

8.0 PAYMENT SCHEDULE

- 8.1 Payment will be made upon submission and approval of the deliverables, along with a signed invoice for the amount as disaggregated below:
 - a. 20 % upon submission and approval of the Inception Report by MSETT.

- b. 20 % upon submission and approval of Communication Plan and Progress Report with analysis of current MSETT communications approach, and portfolio with designs and brand related details.
- c. 30% upon submission and approval by MSETT of the report on Stakeholder Consultations and the validated Communications Strategy.
- d. 30% upon submission and approval of the Final Report (including evidence of functioning website and visibility activities).

9.0 COORDINATION/REPORTING RELATIONSHIP

- 9.1 The Consultant will report to and operate under the supervision of the Permanent Secretary (PS) of the Ministry of Science, Energy, Telecommunications and Transport. The PS will be supported by the Public Relations and Communications Branch in the Ministry, Head Human Resource Management and selected officers of the Agencies and Departments with the requisite skills to provide technical advice for the approval of deliverables.
- 9.2 Reporting responsibilities for the contracted firm will include providing monthly and quarterly updates and progress reports on the implementation of the communications strategy. The firm will be expected to provide detailed insights, metrics, and analysis of the effectiveness of the communications activities, including media coverage, social media engagement, stakeholder feedback, and other relevant indicators.
- 9.3 The objectives of reporting are to assess the impact and success of the communications strategy, identify areas for improvement, track key performance indicators, and inform decision-making. The firm will also be responsible for preparing a comprehensive end of project that highlight achievements, challenges, and recommendations for future communications efforts.
- 9.4 The reports should be clear, concise, and actionable, while providing valuable insights that contribute to the overall success of the Ministry's communication objectives.

10.0 CONSULTANT QUALIFICATIONS AND EXPERIENCE

- 10.1 The Consultant must possess the following or demonstrate access to the required skills/expertise through sub-contracted talent. The specific requirements are as follows:
 - a. At least 10 years' experience working in the field of public relations, communications, or related areas.
 - b. At minimum 10 years of experience in Graphics design and publications;
 - c. At minimum 6 years' experience using social media and traditional communication in stakeholder engagement.
 - d. Have utilised Microsoft word, desktop publisher, Adobe Photoshop, digital marketing tools, and other similar design software with at least 3 different types of clients.
 - e. Possess team working skills.
 - f. Ability to meet tight deadlines.
 - g. Ability to express clearly and concisely ideas and concepts in written and oral form.

11.0 CONDITIONS

- 11.1 The consultant shall not, at any time, concurrent with, or after, the contract, divulge or allow to be divulged to any person or body, details and information relating to the business and affairs of the MSETT or any of its staff members.
- 11.2 The outputs/deliverables of this Consultancy will be considered the property of the Government of Jamaica, specifically the MSETT and Portfolio Departments and Agencies.

Section 3 Letter of Application

Date: _____

Ref No.: MSETT/CS/JUL2023-02

To: Ministry of Science Energy, Telecommunications and Transport

I, the undersigned, declare that:

- (a) I have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Consultant (ITC);
- (b) I offer to supply, in conformity with the Invitation for Applications, the following services:

_____;

- (c) The total price of the services, including all applicable taxes is:

[amount of Jamaican Dollars in words], [amount in figures];

- (d) I do not have any conflict of interest in accordance with ITC 1;
- (e) I have not been declared ineligible procuring entity in accordance with ITC 2;
- (f) I hereby agree that in competing for (and, if the award is made to me, in executing) the contract, I undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica;
- (g) We have paid all taxes, duties, fees and other impositions as may be levied in Jamaica and attach a copy of our TCL to this Form.
- (h) I understand that this application, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) I understand that you are not bound to accept the most responsive application or any other application that you may receive. I understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful application or after the successful application is accepted if
 - (i) the Consultant presenting the application is disqualified under the Act or the regulations of the Public Procurement Act, 2015;
 - (ii) the procurement is cancelled;

- (iii) the Consultant presenting the successful application is excluded on the grounds of corruption, unfair competition and a conflict of interest; or
- (iv) the procurement, the application or the Consultant contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Name _____ In the capacity of _____

Signed _____

Dated on _____ day of _____, 2023

Section 4 Form of Contract Agreement

Contract No. _____

between

[Name of the procuring entity]

and

[Name of the Consultant]

Dated:

Form of Contract

This CONTRACT (the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of procuring entity]* (the “procuring entity”) and, on the other hand, *[name of Consultant]* (the “Consultant”) for the provision of *[include title of the consulting assignment/services]* (the “consulting services”) described in the Terms of Reference in the Appendix A.

WHEREAS, the procuring entity has accepted the Consultant’s application for the performance of the consulting services, and the Consultant is capable and willing to perform said consulting services.

The procuring entity and the Consultant (the “parties”) agree as follows:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of Jamaica.
2. The Contract is signed and executed in the English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is JMD *[insert amount]* and is *[indicate: inclusive or exclusive]* of local indirect taxes. The Contract price breakdown is provided in Appendix C.
4. The expected date for the commencement of the consulting services is *[insert date, month and year]* at *[insert location]*. The time period shall be *[insert time period, e.g.: twelve months]*.
5. The procuring entity designates *[insert the name and title]* as procuring entity’s coordinator for the purpose of coordination of activities with the Consultant under this Contract.
6. Any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by *[dispute resolution in accordance with the applicable law]* or *[arbitration in accordance with the [insert applicable arbitration rules, e.g., UNCITRAL, ICC, national rules governing arbitration] as in force and effect on the date of this Contract]]*.
7. The following documents form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) Appendix:

Appendix A: Terms of Reference

SIGNED:

For and on behalf of

[Name of procuring entity] _____

[Authorized Representative of the procuring entity – name, title and signature]

For and on behalf of

[Name of Consultant] _____

[Consultant –signature]

General Conditions of Contract

A. General Provisions

1. Definitions

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

- (a) “Expert” means the Consultant.

2. Eligibility

It is the Consultant’s responsibility to ensure that meets the eligibility requirements throughout the implementation of this Contract as established by the Government of Jamaica.

3. Fraud and Corruption and Prohibited Practices

The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

For the purposes of this provision, offences of fraud and corruption are defined in Part VI of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.

A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall ---

- a. be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
- b. have their application rejected if it is determined that the Consultant is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;
- c. risk other sanctions provided for in the Act or the regulations.

4. Commissions and Fees Disclosure

The procuring entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Government of Jamaica.

5. Force Majeure

a. Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

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

b. No Breach of Contract

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

c. Measures to be Taken

A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

During the period of their inability to perform the consulting services as a result of an event of Force Majeure, the Consultant, upon instructions by the procuring entity, shall either:

demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the procuring entity, in reactivating the consulting services; or

Continue with the consulting services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

6. Suspension

The procuring entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the consulting services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant

to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension.

7. Termination

This Contract may be terminated by either Party as per provisions set below:

a. By the procuring entity

The procuring entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the procuring entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the procuring entity's notice;

If the Consultant becomes insolvent or bankrupt;

If the Consultant, in the judgment of the procuring entity, has engaged in fraud and corruption or prohibited practices as defined in Attachment 1 in competing for or in performing the Contract;

If the procuring entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

b. By the Consultant

The Consultant shall promptly notify the procuring entity in writing of any situation or any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract.

Upon written confirmation by the procuring entity or upon failure of the procuring entity to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant shall be relieved from all liability and may thereupon terminate the Contract by giving no less than fourteen (14) calendar days a written termination notice.

8. Obligations of the Consultant

a. Standard of Performance

The Consultant shall carry out the consulting services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the consulting services as is consistent with sound professional practices.

The Consultant shall act at all times so as to protect the interests of the procuring entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.

b. Compliance

The Consultant shall perform the consulting services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure they comply with the applicable law.

c. Conflict of Interest

The Consultant shall hold the procuring entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's/Firm's consulting services for the preparation or implementation of the project.

The Consultant shall not engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

The Consultant has 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.

9. Confidentiality

Except with the prior written consent of the procuring entity, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the services, nor shall the Consultant make public the recommendations formulated in the course of, or as a result of, the services.

10. Insurance to be Taken by the Consultant

The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the procuring entity. The Consultant shall ensure that such insurance is in place prior to commencing the consulting services.

The procuring entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance, which may be necessary or desirable for the Consultant for purpose of the consulting services, nor for any dependent of any such person.

The procuring entity reserves the right to require original evidence that the Consultant has taken out the necessary insurance.

11. Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the consulting services and in such form and detail as will clearly identify relevant time changes and costs.

The Consultant shall permit the procuring entity and/or persons appointed by the procuring entity to inspect the site and/or all accounts and records relating to the performance of the Contract and the submission of the application to provide the consulting services, and to have such accounts and records audited by auditors appointed by the procuring entity.

12. Reporting Obligations

The Consultant shall submit to the procuring entity the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in said Appendix.

13. Proprietary Rights of the procuring entity in Reports and Records

All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the procuring entity in the course of the consulting services shall be confidential and become and remain the absolute property of the procuring entity unless otherwise agreed by the procuring entity in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the procuring entity, together with a detailed inventory thereof.

The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the procuring entity.

14. Description of Consultant

The title, agreed job description, minimum qualification and estimated period of engagement to carry out the consulting services of the Consultant are described in Appendix B.

15. Procuring entity's Payment Obligation

In consideration of the consulting services performed by the Consultant under this Contract, the procuring entity shall make such payments to the Consultant for the services specified in Appendix A and in such manner as described in Appendix C.

16. Mode of Billing and Payment

The payments under this Contract shall be made in accordance with the payments provisions in Appendix C.

Payments do not constitute acceptance of the whole consulting services nor relieve the Consultant of its obligations.

17. Amicable Settlement

The procuring entity and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the procuring entity or the Consultant may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration

proceedings shall be conducted in accordance with the rules of procedure specified in para 6 of the Contract Form.

Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and the procuring entity shall pay the Consultant any monies due the Consultant.