

Request for Applications

Consultancy Services – Programme Manager

Issued: *August 2023*

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

Energy Management and Efficiency Programme

Country: Jamaica

Request for Applications

CONSULTING SERVICES – PROGRAMME MANAGER

The Government of Jamaica (GOJ) through the Ministry of Science, Energy, Telecommunications and Transport (MSETT) has received funding from the Inter-American Development Bank, (IDB), Japan International Cooperation Agency (JICA) and the European Union-Caribbean Investment Facility (EU-CIF) towards the cost of the Energy Management and Efficiency Programme (EMEP), and intends to apply part of the proceeds to payments for the engagement of a Programme Manager.

The Role

The Programme Manager is charged with the responsible for the successful implementation of the EMEP including associated monitoring, evaluation and control activities. The Consultant will support the MSETT in building programme management expertise within the PEU.

Preferred Profile

Qualifications and Experience:

Bachelor's degree in Engineering, Management or Economics. Minimum 10 years' general professional experience. Minimum 5 years' experience in project and/or programme management and supervision in projects execution financed by multilateral institutions.

Experience in the following areas is essential:

- Demonstrated experience of successful Project/Programme Management on comparable projects in the Latin American and Caribbean region.
- Experience in public sector stakeholder management, particularly on energy issues.
- Experience in implementing energy policies and energy projects
- Experience with international procurement and/or multilateral development organization procurement processes.

The Bidding Document will be published in UNDB (<https://devbusiness.un.org/>), on IDB website (<https://projectprocurement.iadb.org/en/procurement-notices>), on the Government of Jamaica Electronic Procurement (GOJEP) portal at www.gojep.gov.jm and on the MSETT's website (www.mset.gov.jm).

To apply, please submit your resume and covering letter indicating your suitability against the requirements, by **2:00 p.m. EST on Thursday, August 24, 2023**, to the Government of Jamaica Electronic Procurement (GOJEP) portal at www.gojep.gov.jm

Late Applications will not be accepted

**TERMS OF REFERENCE
INDIVIDUAL CONSULTING SERVICES**

for

PROGRAMME MANAGER

3877/OC-JA

BACKGROUND

- 1.1. Jamaica is the third largest island in the Caribbean region with an area of 11,000 square kilometers (km²) and a population of 2.72 million people. Imports of petroleum products are a substantial portion of Jamaica's GDP, representing 13,5% and costing the economy US\$1.9 billion (in 2014). The Government of Jamaica (GOJ) pays an annual electricity bill of approximately US\$102 million, with health, education and public agencies facilities contributing approximately 23% of that annual bill. After decades of trying to stabilize the high debt-to-GDP levels (at 125% in 2015) and given some progress with an IMF stabilization program. The current focus of the (GOJ) is on strict fiscal policy measures and growth-promoting programmes. Therefore, a more efficient use of energy resources would free public funds through lower government bills and reduced oil imports, helping the GOJ to further reduce debt.
- 1.2. While Jamaica has no control over oil price movements, it can save in the long run by diversifying its energy mix and improving the efficiency of energy consumption to reduce fuel imports, thereby limiting the impact of price shocks. The GOJ is keen to decrease the amount of fiscal resources spent on its own electricity bill and also to demonstrate the value and the public sector's commitment to Energy Efficiency (EE) and Energy Conservation (EC). The vision of the energy sector is articulated by the National Energy Policy (NEP) 2009-2030. As a sub-set to the NEP, the National Energy Conservation and Efficiency Policy, 2010-2030 seeks to prioritize EE interventions as follows: (i) continued adoption by households and businesses of energy conservation and efficiency practices towards reducing Jamaica's carbon footprint; (ii) creating an enabling legislative and regulatory environment; (iii) government institutions leading, and (iv) modernization of the energy sector.
- 1.3. In 2011, with support from the IDB, the GOJ established the "Energy Efficiency and Conservation Programme" (JA-L1025) aimed at enhancing Jamaica's EE potential through the design and implementation of cost saving in the public sector. The programme experienced extensive delays in staffing and procurement, and additional procurement challenges, and was eventually cancelled. Lessons learned include: the need to strengthen the capacity of the Project Executing Unit (PEU) particularly with regards to procurement, finance and project management; to strengthen institutions; to conduct comprehensive audits of all the buildings to receive deep retrofits and consider building envelop deficiencies, and to engage and train facility managers in EE measures. The IDB with financial assistance from the

Japan International Cooperation Agency and European Union Caribbean Investment Facility is building on these initiatives, and supporting the GOJ with a new Project: “Energy Management and Efficiency Programme (EMEP)” (JA-L1056). The general objective of this Programme is to promote energy efficiency in government facilities and fuel conservation in road transportation by contributing to the avoidance of fuel imports. The specific objectives and expected results of this programme are: (i) reduced electricity consumption within health, education and public agency government facilities, which translates into lower Carbon Dioxide (CO2) emissions; (ii) reduced travel times and avoided fuel consumption through improved traffic control management which translates to lower CO2 emissions; and (iii) increased capacity within the Ministry of Science, Energy, Telecommunications and Transport (MSETT) to enable it to update its Integrated Resource Plan (IRP) for Jamaica.

- 1.4. The MSETT will execute the Programme through a specially created PEU which will report to MSETT’s Chief Technical Director, Programme Management. The PEU will need to coordinate activities with other agencies, such as the National Works Agency (NWA), MSETT’s policy unit and other financing institutions (e.g. JICA) participating in the Project. The IDB is proposing to support the PEU with expertise critical for the execution of the EMEP, utilizing funds from an Operational Support Technical Cooperation (OS-TC): “Support to the Energy Management and Efficiency Program” (JA-T1120). The management of the program will be under MSETT’s responsibility in close coordination with the IDB.

OBJECTIVE OF THE CONSULTANCY

The main objective of this Consultancy is to support the MSETT/EMEP in the execution of the Programme objectives and building programme management expertise within the MSETT/PEU. The Programme Manager will report directly to the Chief Technical Director, Programme Management of MSETT, and will be responsible for the successful implementation of the EMEP including associated monitoring, evaluation and control activities.

MAIN ACTIVITIES

- To be accountable for the preparation, monitoring and management control plan for the EMEP.
- To lead the delivery, development, drafting and review of request for proposals and final contracts.
- To ensure the complete resourcing of the PEU as outlined in the EMEP and the management of PEU consultants.
- To register and monitor control indicators specified in the Loan’s Agreements and on the Operational Manual.

- To update, if necessary, the indicators for the evaluation of impact and execution progress and for ex-post evaluation of the project.
- To follow up and monitor regular activities of the PEU.
- To implement the monitoring and management control plan, spot management weaknesses during execution and propose and implement corrective measures.
- To evaluate the general progress of the EMEP with all its components and outputs. To regularly inform the EMEP stakeholders and the IDB, JICA and EU on the maintenance of the execution structure and mechanisms, the fulfillment of assigned responsibilities and the fulfillment with eligibility conditions according to the Programme's Operations Manual and the Bank's policies.
- To gather information necessary for the preparation of regular reports and for particular inquiries concerning the execution of the programme.
- To keep the Chief Technical Director, Programme Management of the MSETT informed, along with the IDB team and key EMEP stakeholders on the Programme's progress, participating in all supervision visits and ensuring the fulfillment of all commitments recorded in the related Aide Memoirs.
- To coordinate the evaluation of outputs and impacts of the Programme and to support the contracting procedures for the related consultancies.
- Participate in the development, drafting and review of contracts,
- To coordinate the technical reviews and audits of the Programme and to support the contracting procedures for the related consultancies.
- To share technical knowledge with other PEU and MSETT staff members through regular seminars and on-the-job training.
- To lead the design of briefings, press releases and provide responses to requests from the media, civic and non-governmental representatives concerning the progress of the Programme (in close collaboration with key donors)
- To execute additional activities as established in the Loan's and Grant Agreements and in the Operations Manual.
- Coordinate activities to ensure that MSETT meets the General and Special Conditions required by the IDB for project execution
- Assist MSETT to strengthen project execution capabilities to include but not limited to recruitment of Consultants
- Secure the requisite IDB Disbursement and No-objections to meet contractual arrangements and obligations

- Monitor and ensure the timely completion of all procurement matters.

REPORTING/SUPERVISION

The consultant activities will be supervised by the Chief Technical Director, Programme Implementation (CTD) of the MSETT and will directly liaise with:

Internally: All members of staff of the MSETT (Legal, Administration, Procurement, Financial and Technical Officers).

Externally: IDB team and Funding Agencies representatives, Technical Officers, Contractors, Consultants, Suppliers, External Auditors, Representatives of the Ministry of Finance Jamaica.

DELIVERABLES

#	Required Product	Frequency	Delivery Date	Supervision
1	Reports on the Consultant's activities as outlined above.	Monthly	5 working day of each month following the reporting period	MSETT
2	Reports for Portfolio Review	Quarterly	10 working day following the reporting period	MSETT
3	Status Report for JICA	Annually		MSETT
4	Status for EU	Annually	End of April of each year	MSETT
5	Programme Monitoring Report	Quarterly		MSETT
6	Other Reports as required and/or requested		As requested	MSETT
7	Final Report on all the activities carried out during		5 working days following the	MSETT

	the contract's period as well as the conclusions		end of contract period	
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CHARACTERISTICS OF THE CONSULTANCY

Type: Individual.

Duration of the assignments: 12 months.

Place of work: MSETT, Kingston, Jamaica.

The MSETT will provide physical space and necessary tools for the execution of the consultant's activities.

Qualifications and Experience:

Bachelor's degree in Engineering, Management or Economics. Minimum 10 years' general professional experience. Minimum 5 years' experience in project and/or programme management and supervision in projects execution financed by multilateral institutions.

Experience in the following areas is essential:

- Demonstrated experience of successful Project/Programme Management on comparable projects in the Latin American and Caribbean region.
- Experience in public sector stakeholder management, particularly on energy issues.
- Experience in implementing energy policies and energy projects
- Experience with international procurement and/or multilateral development organization procurement processes

Competencies:

The position holder is expected to demonstrate the following competencies at above average level to successfully accomplish the requirements of the position.

- ☐ Forward thinker with excellent strategic and analytical and good decision making skills
- ☐ Good judgment and problem solving
- ☐ Excellent communication (oral, written, presentation) and interpersonal skills.

- ☐ Professional and resourceful style and ability to work independently and in a team-oriented setting
- ☐ Ability to take initiative and manage multiple tasks simultaneously
- ☐ Professional and resourceful style and ability to work independently and in a team-oriented setting

Conduct

The Consultant shall at all times conduct himself or herself in a manner consistent with good professional ethos while acting on behalf of or in the environment of the MSETT, to include but not be limited, to proper/appropriate attire and communication, punctuality and courteous and respectful engagement with others.

EVALUATION CRITERIA

CRITERIA	MAXIMUM POINTS
Qualification - Bachelor's degree in Engineering, Management or Economics	35
Relevant Work Experience/Job Knowledge - Minimum 10 years' general professional experience (15 points) - Minimum 5 years' experience in project and/or programme management and supervision in projects execution financed by multilateral institutions (15 points) - Demonstrated experience of successful Project/Programme Management on comparable projects in the Latin American and Caribbean region. (15 points) - Experience in public sector stakeholder management, particularly on energy issues (10 points) - Experience in implementing energy policies and energy projects (5 points) - Experience with international procurement and/or multilateral development organization procurement processes (5 points)	60
Working familiarity within the Public Sector	5
TOTAL	100

**FORM OF CONTRACT
FOR INDIVIDUAL CONSULTING SERVICES**

**3877/OC-JA
LUMP-SUM PAYMENTS**

THIS CONTRACT ("Contract") is entered into this _____ *[DATE]*, by and between the [EXECUTING AGENCY] ("the Client") having its principal place of business at 36 Trafalgar Road, Kingston 10 in the parish of St. Andrew, and *[CONSULTANT]* ("the Consultant") of [ADDRESS]. Together referred to as the "Parties" and individually as the "Party."

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Ministry of Finance and Public Service (MOFPS) has received financing from the Inter-American Development Bank (hereinafter called the "Bank") and Japan International Cooperation Agency (hereinafter called "JICA") towards the cost of the Services;
- (d) the Client has received financing from MOFPS through the Ministry of Science, Energy and Technology (MSET) which the Client intends to apply to finance eligible payments under this Contract, it being understood that: -
 - (i) The Client will make monthly payments and all relevant reimbursements, in accordance with Clause 3 of this Contract (ii) that in order to facilitate such payment obligation by the Client, the Client will request payments from MOFPS, and thereafter MOFPS will request payments from the Bank, (iii) that such payments upon the approval of the Bank will be subject, in all respects, to the terms and conditions of the Loan Contract No. 3877/OC-JA between the Bank and the MOFPS and (iv) that no party other than the Client shall derive any rights from the Loan Agreement or have any claim to the proceeds of the financing.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in the **TERMS OF REFERENCE** which is made an integral part of this Contract ("the Services").

- (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in this Contract and Annex A.

2. Term

The Consultant shall perform the Services during the period commencing **[DATE]** and continuing through **[DATE]**, or any other period as may be subsequently agreed by the Parties in writing. Provided always that within the first three (3) months (“initial period”) of the term, the Services of the Consultant shall be subject to review by the Client to determine the satisfactory performance of same. During the initial period either Party may terminate upon giving seven (7) calendar days’ notice.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **[CONTRACT VALUE]**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Expenses Not Covered Under this Contract

For the avoidance of doubt all costs relating to overseas travel and accommodation (inclusive of per diem) and costs for local overnight accommodation, if travelling duties prevent the Consultant from returning to home or base, are not included in the Ceiling set out at 3A above. Accordingly, the Client shall cover all such costs or the Consultant reimbursed for same, as the case may be.

The payment or reimbursement of any costs pursuant to this paragraph shall be subject to the prior approval/consent of the Client to such overseas travel and accommodation and/or local overnight accommodation.

C. Schedule of Payments

The contract amount will be distributed in equal **[TERM]** payments that will be dependent on satisfactory services rendered pursuant to **[TOR]**.

D. Payment Conditions

Payment shall be made in Jamaican Dollars no later than thirty (30) days following submission by the Consultant, and approval by the Client, of invoices in duplicate, supporting documentation, as applicable, and the respective deliverables as established in **[TOR]**.

**4. Project
Administration**

A. Coordinator

The Client designates the *[POSITION]*, as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables on behalf of the Client and for receiving and approving invoices for the payment.

B. Reports

The reports listed in *[TOR]*, shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance
Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification or such other period of time as the circumstances require, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyze same, make comments, require revisions and/or corrections, or to accept it.

**6. Relation
between the
Parties**

None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the Parties, their representatives and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of a contractor.

7. Confidentiality

The Consultant shall not, during the term of this Contract and within two (2) years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**8. Ownership of
Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software and may, with prior written consent of the Client, utilize any of the forgoing for the purpose of demonstrating that he created same.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Jamaica, and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the laws of Jamaica.
- 13. Eligibility** (a) The Consultant shall have the nationality of a Bank's member country and or EU eligible countries (**Appendix A**). A Consultant shall be deemed to have the nationality of a country if he/she complies with the following requirements:
- An individual** is considered to be a national of a member country of the Bank and or EU eligible countries if he or she meets either of the following requirements:
- (i) is a citizen of a member country; or
 - (ii) has established his/her domicile in a member country as a "bona fide" resident and is legally entitled to work in the country of domicile.
- In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank and or EU eligible countries. Goods have their origin in a member country of the Bank and or EU eligible countries if they have been mined, grown, harvested, or produced in a member country of the Bank and or EU eligible countries. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purpose of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm

that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

The Consultant shall submit the form "Suppliers' Certificate", included as part of the Contract Forms, declaring that the goods and related services have as their origin a member country of the Bank. The submission of this form to the Client shall be a condition for receiving payment. The Client reserves the right to require any additional information from the Consultant to verify that the goods and related services have as their origin a member country of the Bank.

(b) The Consultant declares that he/she is not part of the regular or temporary staff of the institution or company which is the beneficiary of the Services or has belonged to such institution or company within the six months prior to one of the following dates: (i) that of the presentation of the application for the loan or technical cooperation to the Bank; or (ii) that of the selection of the Consultant. The Consultant declares that he/she has not been a member of the staff of the Bank during the last two years with direct participation in the operation to which the hiring of these consulting services is related.

14. Conflict of Interest

The Consultant:

- (a) Represents and warrants that he/she individually, or as a member of a firm, has not been previously contracted by the Client to supply goods or execute works or provide services (other than the Services) for a project that has originated the Services or is closely related to them.
- (b) Agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- (c) Agrees, during the term of this Contract not to enter into any other contract for the provision of services that, by its nature, may be in conflict with the Services assigned to the Consultant.
- (d) Represents and warrants that he/she does not have a business or family relationship with a member of the Client's staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract

15. Fraud and Corruption

The Bank requires compliance with its Applicable Policies regarding

prohibited practices as set forth in **Attachment 1**.

16. Cancellation of the Contract

Without prejudice to any other provision of this Contract including section 2, and without constituting a breach of contract by either Party, this Contract may be cancelled for the following reasons: (a) agreement between both Parties; (b) force majeure that may disable the fulfillment of the obligations by either of the Parties, if written notice is sent fifteen (15) days beforehand and (c) where the Consultant fails to adequately perform the services or fails to observe any other obligation or policy as provided under Annex A, the Client will be at liberty to terminate this Contract on providing thirty (30) days' written notice to the Consultant. In either of the foregoing circumstances, the relationship will be settled and the Consultant paid for services rendered up to the date of cancellation. In any case the Client will inform the Bank of the cancellation/termination of the Contract.

17. Amendments

The Legal Representative of the Client will be the Legal Officer of the MSET or the person he or she delegates, for the purpose of the signature of the present Contract or of any modification in the terms of the same that may be necessary. The Client will not be responsible for any additional cost incurred by the Consultant in case of modifications in the Terms of Reference of the present Contract, that have not been authorized by the legal representative of the Client. The Client shall obtain the Bank's no objection, prior to any modification of the Terms of Reference and the Contract.

The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR THE CLIENT

FOR THE CONSULTANT

Signed: _____ Signed: _____

Title: _____ Title: _____

Date: _____ Date: _____

[TERMS OF REFERENCE]

Appendix A: Eligible Countries

Note: The expression “Bank” used in these documents includes the IDB, MIF and any other fund it administers.

Depending on the financing source, the user must select one of the following 2 options for item number 1). The financing can come from the IDB, the Multilateral Investment Fund (MIF) or, occasionally, contracts may be financed out of special funds which further restricts eligibility criteria to a particular group of member countries. When the last option is selected, the eligibility criteria should be mentioned therein:

1) List of Member Countries and Territories when the Inter-American Development Bank is financing: Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People’s Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.

Eligible Territories:

Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France

U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA

Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands

Hong Kong – as a Special Administrative Region of the People’s Republic of China

2) List of EU eligible countries:

The EU Eligible countries are defined in the EU **Rules on participation in procurement procedures and grants (PRAG)**, annex A2a (Eligibility programmes 2014-2020). The co-financing resources from the EU to the Jamaica Energy Management and Efficiency Programme are being provided by the European Commission’s Development Cooperation Instrument (DCI). To that effect, Part I of Annex A2a defines the eligible countries for this Energy Management and Efficiency Programme.

Part I: 2014-2020 instruments for external action

1) Eligible countries for DCI, ENI, PI, Greenland and INSC (CIR Article 9)

Participation in the award of procurement contracts, grants and other award procedures for actions financed under **~~DCI, ENI, PI, Greenland and INSC~~** for the benefit of third parties shall be open to all natural persons who are nationals of, and legal persons that are effectively established in, one of the following eligible countries/territories/beneficiaries:

EU Member States ([appendix 1](#))

[IPA II beneficiaries \(listed in the Annex I of IPA II Instrument \(appendix 2\)\)](#)

European Economic Area ([appendix 3](#))

Developing countries and territories, (included in the OECD-DAC list of ODA recipients²), which are not members of the G20 group³:

Least Developed Countries (LDCs) ([appendix 4](#))

Other Low Income Countries ([appendix 5](#))

Lower Middle Income Countries and Territories ([appendix 6](#))

Upper Middle Income Countries and Territories ([appendix 7](#))

Overseas Countries and Territories (OCTs) covered by Council Decision 2013/755/EU of 25 November 2013 on the association of the overseas countries and territories with the European Union ([appendix 8](#))

Member States of the OECD ([appendix 9](#)) are also eligible when contracts are implemented in a Least Developed Country⁴ or in a Highly [Indebted Poor Country \(HIPC\)](#)⁵.

For regional or global programmes which include at least one LDC or HIPC, the eligibility rule applies to the whole regional programme.

- (i) Developing countries, as included in the list of ODA recipients, which are members of the G20 group ([appendix 10](#));
- (ii) any other countries and territories (ie. all countries of the world).

APPENDICES

APPENDIX 1 : EU MEMBER STATES

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

APPENDIX 2 : IPA II BENEFICIARIES

Albania, Bosnia and Herzegovina, Kosovo*, Montenegro, Serbia, Turkey, the former Yugoslav Republic of Macedonia.

* This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

APPENDIX 3 : European Economic Area

(only non-EU MS are mentioned) Iceland, Lichtenstein, Norway.

APPENDIX 4 : Least Developed Countries

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

² Please check the DAC List of ODA Recipients, effective for reporting on 2014, 2015 and 2016 flows.

³ Non eligible G20 Members developing countries are: India, Indonesia, Argentina, Brazil, China, Mexico, South Africa. South Africa will be eligible when the action will be co-financed with the EDF. *Turkey* is also a developing country (upper middle income) G20 Member but is eligible as a [beneficiary listed in the Annex I of the IPA II](#).

⁴ See [appendix 4](#) for the full list of LDCs.

⁵ HIPCs are: Bolivia, Cameroon, Republic of the Congo, Côte d'Ivoire, Ghana, Guyana, Honduras, Nicaragua.

APPENDIX 5: Other Low Income Countries

Kenya, Democratic People's Republic of Korea, Tajikistan, Zimbabwe.

APPENDIX 6 : Lower Middle Income Countries and Territories

Armenia, Bolivia, Cabo Verde, Cameroon, Congo, Côte d'Ivoire, Egypt, El Salvador, Georgia, Ghana, Guatemala, Guyana, Honduras, India, Indonesia, Kosovo, Kyrgyzstan, Micronesia, Moldova, Mongolia, Morocco, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Paraguay, Philippines, Samoa, Sri Lanka, Swaziland, Syrian Arab Republic, Tokelau, Ukraine, Uzbekistan, Vietnam, West Bank and Gaza Strip.

APPENDIX 7 : Upper Middle Income Countries and Territories

Albania, Algeria, Antigua and Barbuda, Argentina, Azerbaijan, Belarus, Belize, Bosnia and Herzegovina, Botswana, Brazil, Chile, China (People's Republic of), Colombia, Cook Islands, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, Fiji, Former Yugoslav Republic of Macedonia, Gabon, Grenada, Iran, Iraq, Jamaica, Jordan, Kazakhstan, Lebanon, Libya, Malaysia, Maldives, Marshall Islands, Mauritius, Mexico, Montenegro, Montserrat, Namibia, Nauru, Niue, Palau, Panama, Peru, Saint Helena, Saint Lucia, Saint Vincent & the Grenadines, Serbia, Seychelles, South-Africa, Suriname, Thailand, Tonga, Tunisia, Turkey, Turkmenistan, Uruguay, Venezuela, Wallis and Futuna.

APPENDIX 8 : Overseas countries and territories

Anguilla (UK), Aruba (NL), Bermuda (UK), British Indian Ocean Territory (UK), British Virgin Islands (UK), Cayman Islands (UK), Curaçao (NL), Falkland Islands (UK), French Polynesia (FR), French Southern and Antarctic Territories (FR), Greenland (DK), Montserrat (UK), New Caledonia and Dependencies (FR), Pitcairn (UK), Saba (NL), Saint Barthelemy (FR), Saint Helena Ascension Island Tristan da Cunha (UK), Sint Eustatius (NL), Sint Maarten (NL), South Georgia and South Sandwich Islands (UK), St. Pierre and Miquelon (FR), Turks and Caicos (UK), Wallis and Futuna Islands (FR).

APPENDIX 9 : OECD MEMBER STATES

Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

Australia, Canada, Chile, Iceland, Israel, Japan, Korea, Mexico, New Zealand, Norway, Switzerland, Turkey, United States of America.

APPENDIX 10 : G20 member developing countries

Argentina, Brazil, China, India, Indonesia, Mexico, South-Africa, Turkey.

APPENDIX 11 : ENI PARTNER COUNTRIES AND TERRITORIES

Algeria, Armenia, Azerbaijan, Belarus, Egypt, Georgia, Israel, Jordan, Lebanon, Libya, Republic of Moldova, Morocco, occupied Palestinian territory (oPt), Syria, Tunisia, Ukraine.

2) Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

A) Nationality

a) **An individual** is considered to be a national of a member country of the Bank and or EU eligible countries if he or she meets either of the following requirements:

- (i) is a citizen of a member country; or
- (ii) has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.

b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

- (i) is legally constituted or incorporated under the laws of a member country of the Bank and or EU eligible countries; and
- (ii) more than fifty percent (50%) of the firm’s capital is owned by individuals or firms from member countries of the Bank and or EU eligible countries.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

B) Origin of Goods

Goods have their origin in a member country of the Bank and or EU eligible countries if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

C) Origin of Services

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

Attachment 1: Prohibited Practices

1. Prohibited Practices

1.1. The Bank requires that all borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (a) corrupt practices, (b) fraudulent practices, (c) coercive practices, (d) collusive practices and (e) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

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

- (i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
- (v) An "obstructive practice" is:
 - a.a. Deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b.b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.1 (e) below.

- (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

- (i) not finance any proposal to award a contract for works, goods, and related services as well as consulting services financed by the Bank;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
 - (iii) declare Misprocurement and cancel, and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure of its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded or participate in activities financed by the Bank; and (ii) be nominated sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other IFIs regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires to permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigations. The Bank also requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires to: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion

of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstruct the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

- (g) If the goods, works, and consulting services are procured directly from a specialized agency, all provisions under Attachment 1 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or any other entities that signed contracts with such specialized agency to supply such goods, works, consulting services in connection with the Bank-financed activities. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

1.2. The Bidders, by submitting a bid represent and warrant:

- (i) that they have read and understood the Bank's Prohibited Practices and agrees to abide by the applicable rules;
- (ii) that they have not engaged in any violation of Prohibited Practices described herein;
- (iii) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
- (iv) that neither they nor their agents, personnel, sub-contractors, sub-consultants or any of their directors, officers or principal shareholders have been declared ineligible by the Bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions to be awarded Bank-financed contracts or have been convicted of a crime involving Prohibited Practices;
- (v) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible by the bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions, to be awarded a Bank-financed contract or has been convicted of a crime involving Prohibited Practices;
- (vi) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (vii) that they acknowledge that the breach of any of these warranties constitutes a basis for the imposition of any or a combination of the measures described in Clause 1.1(b).

ELIGIBILITY AND INTEGRITY CERTIFICATION

(APPLICABLE TO INDIVIDUAL CONSULTANTS' CONTRACTS – POLICIES FOR THE SELECTION AND CONTRACTING OF CONSULTANTS FINANCED BY INTER-AMERICAN DEVELOPMENT BANK)

In order to comply with the ELIGIBILITY and INTEGRITY REQUIREMENTS for my contracting, by the Inter-American Development Bank (hereinafter the Bank), as an international or national consultant in connection with a project (or program) financed by the Bank, I HEREBY CERTIFY THAT:

- 1) I am a citizen or a "bona fide" permanent resident of the following Bank member country:

- 2) I will hold only one full-time contract financed with Bank resources at any given time and should I hold more than one part-time contract financed with Bank resources at any given time, I will only charge a single project or program for the tasks I carry out in any given day.
- 3) If I was part of the Bank's staff within two years prior to the execution of this consulting services contract, I have not participated directly and principally in the operation to which this contract relates.
- 4) I will provide objective and impartial advice, and I confirm that I have no conflicts of interest in accepting this contract.
- 5) I have no working or family relationship with any member of the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Project Beneficiary management or staff who may have been directly or indirectly involved in the:
(i) preparation of Terms of reference (TOR) of this contract, (ii) the selection process or the supervision of this contract.
- 6) If I am a government official or public servant I hereby declare that: (i) I am on leave without pay during the execution period of this contract, (ii) I have not worked for the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary for the period of _____ (expressly specify the period) (days, months...) prior to such leave, and (iii) my hiring does not result in a conflict of interest as indicated in paragraph 1.9 of the Bank's Consultants Policy.
- 7) I will uphold the highest ethical standards, and will not incur in any of the Prohibited Practices set forth in the Bank's Consultants Policy, whose definition I hereby acknowledge. Moreover, I hereby declare that I have not been considered ineligible to participate in any contract financed by another international financial institution with whom the Bank has entered into agreements for the mutual recognition of sanctions (cross disbarment). Should the Bank determine, in accordance with its sanctions procedures, that I have engaged in any Prohibited Practice during the selection process or during the execution of this contract, the Bank may adopt one or more of the following measures:
 - (a) Issue a warning;
 - (b) Inform the Borrower, Executing Agency Contracting Agency or, in the case of a

Technical Cooperation, the Beneficiary and/or the t authorities responsible for enforcing the laws in the respective country, about the conclusions reached by the Bank as a result of its internal procedures in order to enable them to take the appropriate action;

- (c) Object to my contract, and
- (d) Consider me ineligible, either temporarily or permanently, to be contracted or subcontracted by an eligible third party if my fees will be financed with Bank resources or with funds administered by the Bank.

I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION I MAY HAVE PROVIDED IN CONNECTION WITH THIS CERTIFICATION OR IN CONNECTION WITH THE BANK'S POLICIES WILL RENDER THIS AGREEMENT NULL AND VOID, WILL ENTITLE THE BANK TO ADOPT THE MEASURES IT DEEMS PERTINENT IN ACCORDANCE WITH ITS POLICIES AND REGULATIONS, INCLUDING SANCTIONS AND WILL NOT ENTITLEME TO ANY INDEMNIFICATION OR TO ANY OTHER FORM OF COMPENSATION.

SIGNATURE: _____

NAME _____

DATE: _____