REQUEST FOR PROPOSAL

Engagement of a Consultant to
Conduct a Final Evaluation of the E-Government and Knowledge Brokering Program - IDB Loan Contract No. 1808/OC-TT

October 2014
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Definitions

(a) “Client” means the agency with which the selected Consultant signs the Contract for the Services, in this case the Ministry of Public Administration.

(b) The “Bidder” also referred to as the “Consultant” or “Contractor” means any entity or person, including a Joint Venture, Consortium or Association that may provide or provides the Good, Services or Consultancy to the Client under the Contract.

(c) “Firm” means an unincorporated body of two or more individuals, or one or more individuals and one or more corporations, or two or more corporations, who have entered into partnership with one another with a view to carrying on business for profit;

(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in said contract.

(e) “Day” means calendar day.

(f) “Government” means the government of the Republic of Trinidad and Tobago.

(g) “Instructions to Bidders” (Section 1 of the RFP) means the document which provides Bidders with all information needed to prepare their Proposals.

(h) “Ministry” refers to the Ministry of Public Administration.


(j) “RFP” means the Request for Proposal prepared by the Ministry for the selection of Consultants or Contractor.

(k) “Services” means the work to be performed by the Consultant/Contractor pursuant to the Contract.

(l) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Ministry and the Consultant/Contractor, and expected results and deliverables of the assignment.
INVITATION TO TENDER

The Engagement of a Consultant to Conduct a Final Evaluation of the E-Government and Knowledge Brokering Program – IDB Loan Contract No. 1808/OC-TT.

The Ministry of Public Administration hereby invites sealed proposals for The Engagement of a Consultant to Conduct a Final Evaluation of the E-Government and Knowledge Brokering Program – IDB Loan Contract No. 1808/OC-TT. The Terms of Reference enclosed provides additional details regarding the consultancy services to be provided.

This Request for Proposal Document includes the following sections:

- Section 1 – Letter of Invitation
- Section 2 - Instructions to Bidders
- Section 3 – Terms of Reference
- Section 4 – Technical Proposal Forms
- Section 5 – Price/Financial Proposal Forms
- Section 6 – Bid Conformance Checklist
- Section 7 – Standard Contract

Please be instructed by the following:

1. Any additional requests for information and/or clarification shall be made to: Mr. Pernel Roberts, Senior E-Government Advisor, Programme Management Division, Ministry of Public Administration, National Library Building. Telephone No: 1(868) 623-4724 ext 2050, 2001; Facsimile: 1(868) 623-8636; Email: robertsp@mpa.gov.tt

2. The successful Consultant will be required to enter into a written Agreement with the Ministry upon notification of a contract of award.

3. Proposals must be accompanied by the following:

   (i) Valid Income Tax Certificate

   (ii) Valid Value Added Tax Clearance Certificate as issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of tenders
(iii) Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act)

4. The original and five copies of the Technical Proposals should be placed in a sealed envelope clearly marked:

   Envelope A – Technical Proposal


The original and five copies of the Financial Proposals should be placed in a sealed envelope clearly marked:

   Envelope B – Financial Proposal


   The Bidder’s name and address must be included on each envelope. The envelopes containing the Technical Proposals and the Financial Proposals are to be placed in a larger envelope, which is also to be sealed. This larger envelope is to bear the tender title and address of the location where the proposals are to be submitted as follows:


   Permanent Secretary,
   Ministry of Public Administration
   Level 6, NALIS Building,
   Corner Hart and Abercromby Streets,
   Republic of Trinidad and Tobago
   West Indies”

5. Envelopes must be personally deposited in the Cream Tender Box located in the Level 6 Lobby of the Ministry of Public Administration no later than 2:00 pm on Friday 24th October 2014. Consultants should note that the dimensions of the slots in the Tender Box are 37.5 cm (length) x 5.5 cm (width) and tenders should be packaged accordingly.

6. Proposals will be opened shortly thereafter. The consultant or an authorised representative may choose to be present at the opening.

7. Late Proposals will not be considered.
8. Proposals would be evaluated in accordance with the evaluation criteria outlined herein.

9. The Ministry does not bind itself to accept the lowest or any other Proposal.

10. Failure to comply with any of these instructions may result in the Proposal not being considered.

11. The Ministry reserves the right to cancel the present notice in its entirety or even partially, without defraying any cost incurred by any Consultant in submitting their Proposal.

Sincerely,

Gillian F. Macintyre
Permanent Secretary
Ministry of Public Administration,
Government of the Republic of Trinidad and Tobago

SECTION 2.0 INSTRUCTIONS TO BIDDERS
1.0 Introduction

1.1 The Client (Ministry of Public Administration (MPA) will select a consulting firm/organization (the Consultant) from those whose proposals are deemed eligible and which satisfy the evaluation criteria indicated in Section 11.1.2.

1.2 Bidders are invited to submit a Technical Proposal and a Price/Financial Proposal, for the provision of consulting services for The Engagement of a Consultant to Conduct a Final Evaluation of the E-Government and Knowledge Brokering Program – IDB Loan Contract No. 1808/OC-TT. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract between the Ministry of Public Administration and the selected Vendor.

1.3 Upon release of this Request for Proposal (RFP), written questions must be directed to the RFP Coordinator listed below:

Mr. Pernel Roberts  
Programme Management Division,  
Ministry of Public Administration,  
Level 5, NALIS Building,  
Corner Hart and Abercromby Streets,  
Republic of Trinidad and Tobago  
West Indies  
Telephone Nos: 1(868) 623-4724,  
1(868) 625-6724 Exts. 2001/2050.  
Facsimile: 1(868) 623-8636,  
Email: robertsp@mpa.gov.tt

1.4 Bidders should familiarize themselves with local conditions and take them into account in preparing their proposals. Bidders are encouraged to attend any pre-proposal/ pre-bid conference if one is specified. Attending the pre-proposal conference is optional. Bidders should contact the RFP Coordinator to obtain additional information on the pre-proposal/pre-bid conference.

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

1.6 Conflict of Interest
1.6.1 The Client requires that Bidders to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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

1.6.2.1 Conflicting Activities and Assignments

A firm and any of their affiliates that has been engaged by the Ministry to conduct activities or assignments, inclusive of providing goods, works, services or consultancy for any project under the E-Government and Knowledge Brokering Programme, shall not be eligible for providing consulting services for the Evaluation of the Programme.

1.6.2.2 Conflicting Relationships

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

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

1.6.2.2.2 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Bidder as part of his technical proposal.
1.7 By submitting a Proposal, the Bidder represents and warrants that it has studied and is thoroughly familiar with the requirements and specifications of the Services. This includes familiarity with the Contractual Terms and Conditions as per the draft contract attached to this RFP, with all current labour and market conditions, and with applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfil all obligations under the proposed Contract. Likewise, the Bidders shall warrant the accuracy and reliability of all information they submit in this process.

2.0 PROPOSAL DOCUMENTS

2.1. Set of Proposal Documents

2.1.1 This Request for Proposal document issued for the purpose of inviting proposals includes:

- Instructions to Bidders
- Terms of Reference
- Response Forms
- Bid Conformance Sheet
- Draft Contract Agreement

2.1.2 The Bidder is expected to examine carefully all instructions, conditions, forms and terms. Failure to comply with the requirements of the tendering procedures will be at the Bidder’s own risk and may result in their proposal not being considered.

2.1.3 All proposals would be considered the property of the Bidder, unless the proposal has been selected.

2.2 Language of the Proposal

2.2.1 All documents, correspondence, and any other formatted communications shall be written in the English Language.

2.3 Communications Regarding the RFP

2.3.1 Bidders are required to submit written questions on matters in which clarification is needed. These questions should be raised not later than ten (10) days before the
deadline for submission of proposals to permit the circulating of the responses to all proposers, without identifying the source.

2.3.2. All communications should be in writing to the RFP Coordinator designated above. Any oral communications shall be considered unofficial and non-binding.

2.3.3. All responses shall be made in writing. Such responses shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon, the Government of the Republic of Trinidad and Tobago. The Ministry of Public Administration reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

2.3.4 Written copies of the responses will be sent to all prospective Bidders that have received the proposal documents.

3.0 PREPARATION OF PROPOSALS

3.1 The Bidder is expected to examine all terms and instructions included in the proposal documents. All information requested must be provided.

3.2 Bidders must provide the following in their Proposal:

(i) The full name, signature, office and business address of the Bidder
(ii) The signature of the person making the offer, or in the case of a company, partnership or business firm, by a duly authorised officer or employee of such company, partnership or business firm.

3.3 The initials of the person making the offer must be inserted next to any alterations or erasures made in the case of a company, partnership or business firm, the initial of a duly authorised officer or employee of such company, partnership or business firm

3.4 In the case of any discrepancy between the copies of the proposals, the original will govern. The original and each copy of the proposal must be prepared in indelible ink and must be signed by the authorised representative of the Bidder.

4.0 COSTING OF PROPOSALS
4.1 The Bidder shall bear all costs associated with the preparation and submission of the proposals. The Ministry of Public Administration shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the tendering process.

4.2 By submitting a Proposal, the Bidder accepts that it shall bear any and all costs due to the Bidder’s misinterpretation or misunderstanding of the Contract requirements, or because of any information which is known or should have been known to the Bidder, such as the Bidder’s labour costs.

5.0 INCOME TAX AND VALUE ADDED TAX (VAT)

5.1 The laws of the Republic of Trinidad and Tobago prescribe that in respect of local firms, that the following where applicable, must be submitted with proposals:

- Valid Income Tax Certificate
- Valid Value Added Tax Clearance Certificate as issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of proposals; and
- Valid National Insurance Certificate of Compliance (issued in accordance with the National Insurance Act)

6.0 PROPOSAL VALIDITY

6.1 Bidders must provide in their proposal an assurance that their proposal will remain valid for an initial minimum period of one hundred and twenty (120) days from the closing date of the proposal or as stated otherwise, during which time the Bidders will undertake to maintain, without change, the proposal staffing (including named personnel).

6.2 In exceptional circumstances, prior to the expiry of the original offer validity period, the Ministry may ask the Bidder for a specified extension in the period of validity. The request and responses thereto shall be made in writing.

7.0 AMENDMENT OF PROPOSAL PACKAGE
7.1 If it becomes necessary to revise or amend any part of the proposal package prior to the submission deadline, addenda will be provided to the Bidder.

7.2 No oral statement of any individual will in any manner modify or affect the terms and conditions of the bid package or any amendment hereto.

7.3 Any amendment to this package will be forwarded to you prior to the hour and date specified for receipt of the proposal.

7.4 Any Addendum will be sent in writing by letter, facsimile or email to Bidders and will be binding upon the Bidder. Receipt of any Addendum must be promptly acknowledged, by letter or facsimile to the Ministry of Public Administration.

8.0 SUBMISSION OF PROPOSALS

8.1 Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal all such proposals shall be disqualified.

8.2 The system to be utilised for submitting the proposals is that of the two sealed envelope system consisting of the Technical Proposal and the Financial Proposal.

8.3 TECHNICAL PROPOSAL

8.3.1 Bidders are required to utilize the forms outlined in Section 3.0 Technical Proposal Form as part of their technical proposal which must include the following:

1. A brief description of the Bidder’s Organization including:
   - A copy of the Bidder’s bylaws
   - A copy of the Bidder’s Articles of Incorporation
   - A list of the directors of the Company
   - A disclosure statement of conflict of interest, where applicable
   - Certificate of Insurance Coverage.

2. Comments on the Terms of Reference (TOR).

3. The Bidder’s understanding of the services required.

4. The Bidder’s professional/technical approach to the initiative relative to the development and implementation websites.
5. A detailed Project Plan of the activities, human resource and other needs, and timelines that are proposed to meet the deliverables and objectives as outlined in the TOR. There should be a clear indication of the duration and milestones.

6. Work of recent experience of a similar nature in the subject area of the initiative. The information to be provided on each assignment should indicate, inter alia, the nature of the contract. Further, at least three (3) client organisations for which similar services have been performed within the last eight (8) years should be included and an official of each organisation to whom inquiries may be addressed.

7. Detailed Curriculum Vitae of the Lead Consultant and any other consultants that will be committed to this project and any conditions and/or restrictions on their availability. All Curricula Vitae must be signed and dated by the person named. Failure to submit signed and dated Curriculum Vitae shall result in the loss of points during the Evaluation.

8. Information on financial capacity of the Bidder:
   
   I. Copies of Auditor’s report together with audited statements made in accordance with approved standards for the last three (3) years, (if not required by law to have audited financials, please submit unaudited statements and legal proof that audited financials are not required;

   II. Provide a Letter of Comfort i.e. a letter from your Bank certifying you are in good financial standing; and

9. Statement Re: legal claims (previous and pending)


11. Acknowledgement of any Addenda issued by the Ministry of Public Administration, in response to any queries received by Bidders or for any other reason.

8.4 FINANCIAL PROPOSAL

8.4.1 Bidders are required to utilize the financial proposal forms outlined in Section 4.0 Financial Proposal Forms in the preparation of their Financial Proposal which must include the following:

   i. A general Price Summary, preferably based on the completion of deliverables as outlined in the Terms of Reference
ii. A detailed description of the fee(s) and the associated breakdown, such as salary, overheads, allowances, insurances, payments to associated firms and form of relationship, on a weekly basis for the services to be provided (fees are subject to negotiation) as per Summary of Costs. All activities should be costed out separately, and in the case of those for which no costing information is provided, it will be assumed that they are included in the overall amounted cited in the Financial Proposal.

iii. The Financial Proposal must take into account all tax liability.

8.4.2 The Value Added Tax must be shown in the proposal price in the Financial Proposal. Failure to do so will result in the proposal not being considered.

8.4.3 Bidders should also indicate their acceptance of the Payment Schedule proposed in the Terms of Reference.

8.4.4 All quoted prices are to be expressed in Trinidad and Tobago Dollars (TTD)

8.5 ENVELOPE PREPARATION

8.5.1 Bidders are to submit one (1) original and five (5) copies each of the Technical and Financial Proposals, and mark “ORIGINAL” or “COPY” as appropriate.

8.5.2 The original and all copies of the Technical Proposals should be placed in a sealed envelope clearly marked:-

a. Envelope A – Technical Proposal


The original and all copies of the Financial Proposals should be placed in a sealed envelope that is clearly marked:-

b. Envelope B – Financial Proposal


The Bidder’s name and address must be included on each envelope.
8.5.3 The envelopes containing the Technical Proposals and the Financial Proposals are to be placed in a larger envelope, which is also to be sealed. This larger envelope is to bear the tender title and address of the location where the proposals are to be submitted as follows:


Permanent Secretary,
Ministry of Public Administration
Level 6, NALIS Building,
Corner Hart and Abercromby Streets,
Republic of Trinidad and Tobago
West Indies”

8.5.4 The proposals must be deposited in the Cream Tender Box located in the Level 6 Lobby of the Ministry of Public Administration no later than the time and date indicated in the Proposal Notice. Please note that:

a) The Tender Box’s slot has the dimensions of 37.5 cm (length) x 5.5 cm (width). Proposals should be packaged to fit into this slot.

b) Late submissions will not be accepted.

c) Faxed / emailed proposals will not be considered.

d) All proposals will be publicly opened. The Bidder or his authorised representatives may be present at the opening.

e) Only technical proposals will be opened immediately after the closing date for submissions.

9.0 EVALUATION OF THE TECHNICAL PROPOSAL

9.1 An Evaluation Committee will review the proposal for responsiveness to the Ministry of Public Administration’s requirements. Proposal evaluation will be based on a set of evaluation criteria that reflect the relative importance of the various aspects of the
proposal and the bidder’s submission in relation to the Ministry of Public Administration’s requirements.

9.2 The technical evaluation of the proposals for the provision of the professional services shall be undertaken using the criteria with the points for each as indicated in the Terms of Reference.

9.3 The Evaluation Committee reserves the right to check references submitted by any tenderer. If applicable, a site visit may be undertaken to a location where a previous project of a similar nature was completed by the tenderer. The purpose of this visit is to determine aspects of the previous project that might factor into the tenderer’s evaluation scoring. Additional information may also be requested from a tenderer about a previous project in order to prepare for the site visit. The Committee also reserves the right to require responses to questions generated by observations at the site visit.

9.4 Bidders must attain a minimum of 70 points in the Technical Evaluation in order to qualify, with a minimum of 50% for each criterion before negotiations on the financial aspect of the proposal could be addressed.

9.5 The Ministry of Public Administration reserves the right to reject any offers which are not signed, or are in unsealed envelopes, or contain alterations or erasures which are not initialed by the tenderer, without incurring any liability whatsoever.

10.0 CONTRACT NEGOTIATION

10.1 Based on the results of the technical evaluation, the envelope containing the Financial Proposal of the Bidder with the highest ranked Technical Proposal will then be opened and these Bidders will be invited to enter into contract negotiations with the negotiating team. All the remaining envelopes presented by the other Bidders will remain sealed and if an agreement is reached with the first Bidder, the envelopes will be returned to the respective Bidders unopened. If an agreement on the terms of the contract is not reached with the first Bidder, negotiations will be initiated with the second Bidder, and so on until a satisfactory agreement is reached.

10.2 The inability to agree on detailed costs or compensation for services, or a judgment on the part of the negotiating team that such costs or compensation are
inappropriate or excessive, shall be sufficient cause for notifying the Bidder of the rejection of its proposal and for initiating negotiations with the Bidder which follows in order of merit. Once a Bidder has been rejected, it will not be recalled for further negotiations on the contract.

11.0 CONTRACT PRICE

11.1 The rates and prices shall be fixed for the duration of the Contract and shall not be subjected to adjustment on any account except as otherwise provided in the Contract.

12.0 TAX LAW COMPLIANCE

12.1 The successful Bidder shall comply with the Income and Tax laws of the Republic of Trinidad and Tobago.

13.0 AWARD AND AGREEMENT

13.1 Once the negotiations have been concluded, the Ministry of Public Administration will award the contract to the selected Bidder and will promptly notify the other Bidders that have submitted proposals.

13.2 The contract will be awarded to a Bidder if its proposal conforms to the requirements in terms of the technical capability and other considered factors. If successful, the Bidder will be required to enter into a formal contract with the Permanent Secretary, Ministry of Public Administration.

14.0 CHANGES TO THE BIDDER AFFECTING PERFORMANCE

14.1 Any changes in the financial or legal aspects of the Bidder or its partnership which may affect the execution of the project and which occurred from date of proposal to the award date must be reported to the, Ministry of Public Administration. Failure to provide such data could result in the refusal of the Bidder’s proposal.
15.0 COMMENCEMENT OF CONTRACT

15.1 The commencement of work or service shall be by agreement of the Permanent Secretary, Ministry of Public Administration and the successful Bidder in accordance with the terms of the contract.

16.0 TERMS OF PAYMENT

16.1 The Bidder must provide in its financial proposal any Terms relating to the below outlined payment schedule. These terms are subject to negotiations with the Ministry of Public Administration.

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<thead>
<tr>
<th>No.</th>
<th>Deliverable</th>
<th>Percentage Payment</th>
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<tbody>
<tr>
<td>1</td>
<td>Evaluation Work Plan</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Draft Evaluation Report</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>Final Evaluation Report and Presentation</td>
<td>50%</td>
</tr>
</tbody>
</table>

Payment will only be made if the deliverables have been completed to the full satisfaction and acceptance of the Government of the Republic of Trinidad and Tobago.

17.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSAL(S)

17.1 The Ministry of Public Administration is not bound to accept any proposal.

18.0 CANCELLATION OF PROPOSALS

18.1 The Ministry of Public Administration reserves the right to cancel the proposal process in its entirety or even partially without defraying any costs incurred by any Bidder.

19.0 CONFIDENTIALITY
Information regarding the evaluation of proposals and recommendations regarding the award of contracts will not be made available to bidders who have presented proposals or to other persons not involved in the process in an official capacity, until notification of the contract award. A bidder’s misuse of confidential information regarding this process may result in the rejection of its proposal.
Section 3 Terms of Reference

The Engagement of a Consultant to Conduct a Final Evaluation of the E-Government and Knowledge Brokering Program – IDB Loan Contract No. 1808/OC-TT

Terms of Reference

1.0 BACKGROUND

In March 2007, the Government of the Republic of Trinidad and Tobago (GORTT) and the Inter-American Development Bank (IDB) entered into a loan contract agreement to execute the E-Government and Knowledge Brokering Programme (eGKBP) - Loan Number 1808/OC-TT. The Programme was estimated to cost US$35 million, of which US$28 million will be funded by IDB loan resources and US$7 million by GORTT counterpart resources. The executing agency is the Ministry of Public Administration (MPA) and the Programme commenced in 16th March 2007 and was initially scheduled to be implemented over a 66-month period but has since been extended to September 2014.

The general aim of the E-Government and Knowledge Brokering (1808/OC-TT) Programme is to increase the effectiveness and efficiency of public services geared towards fulfilling the National Public Service Transformation Agenda (NPSTA). The objectives of the Programme are to achieve (i) the effective development and implementation of e-government solutions and (ii) knowledge brokering initiatives that promote the transfer of knowledge to public sector entities to boost their technical and human resource capabilities.

The Programme Management Division of the Ministry of Public Administration was charged with the responsibility of identifying and selecting projects that meet the Programmer’s stated objectives and thereafter oversee implementation.

The loan contract agreement prescribes that a final evaluation of the programme must be conducted by an independent evaluator. This evaluation is to assess the administration and execution of the Program, the effectiveness of the different stages and components of the
Program and would also include an assessment of the impact of the Program based on the evaluations of the individual projects.

Accordingly, the MPA is seeking to procure consultancy services to conduct a final evaluation of the E-Government and Knowledge Brokering (1808/OC-TT) Programme.

2.0 OBJECTIVE OF THE CONSULTANCY

The objective of this consultancy is to conduct an evaluation of the E-Government and Knowledge Brokering Programme (1808/OC-TT).

3.0 SCOPE

The scope of this evaluation requires that the consultant will:

- Examine changes in the Programme, and review Programme logic and assumptions
- Assess performance by designing an Evaluation Framework that includes but is not limited to:
  - A rubric to measure performance
  - A program impact model
  - Measurement of evaluation capacity within the program
- Prepare the Borrower Evaluation Report required by the IDB and Sections IV and V of the Bank’s internal Project Completion Report
- Assess progress made by measuring short term, intermediate and long term program impact
- Determine if the results contributed to the overall goal of increasing the effectiveness
and efficiency of public services.

- Assess performance in terms of the relevance of results, sustainability, shared responsibility and accountability, appropriateness of design, resource allocation and informed/timely action.

- Identify lessons learned and provide recommendations for guiding similar initiatives.

More specifically, the evaluation shall focus on – but is not limited to – reporting on progress in achieving results relating to programme outputs and outcomes as follows:

- Has the programme resulted in the Government being better positioned and equipped to clearly identify issues and challenges impeding the increased efficiency and effectiveness of public services?

- Has the practicable, socially and politically sensitive strategy for improving public services been defined?

- To what extent has there been the attainment of necessary consensus to implement the strategy?

- What basic management instruments and capacity has been developed to assist the GORTT to better plan and steer the reform process?

4.0 EVALUATION PROCESS
The evaluation will be carried out in conformity with the international principles, standards and practices as derived from the American Evaluation Association (AEA). Review, as necessary, all archived material related to the Programme, as well as background documentation used in project preparation, approved project documents, consultancy studies and reports, project monitoring documents (Project Performance Monitoring Report), disbursement reports, progress
reports, action plans and other information available either from Ministry of Public Administration or the IDB country office in Trinidad and Tobago.

4.1 EVALUATION WORK PLAN

The Consultant will prepare an evaluation work plan that will operationalize and direct the evaluation. The work plan must detail and time bound all activities to be executed by the Consultant. The work plan must be approved by the Ministry’s nominated manager/COORDINATOR prior to its execution.

The Evaluation Work Plan will address the following reporting elements:

i. Overview of programme
ii. Expectation of Evaluation /Evaluation Profile
iii. Evaluation Methodology
iv. Accountabilities and Responsibilities
v. Work Scheduling (including timeframes for delivery and level of effort)
vi. Reporting requirements

4.2 FIELDWORK / SITE VISIT

The evaluation is to include visits to programme stakeholders and to collect information in accordance with the requirements stipulated in the evaluation work plan.

4.3 EVALUATION REPORT AND PRESENTATION

The Consultant will prepare an evaluation report that describes the evaluation and puts forward the evaluator’s findings, recommendations and lessons learned. These findings are also to be presented. The report and presentation should contain, but is not limited to:

i. Executive Summary
ii. Introduction
iii. Programme profile
iv. Evaluation Profile
v. Evaluation Findings  
vi. Conclusion  
vi. Recommendations  

The report should be useful for continuous analysis and provide feedback for decision making.

5.0 DELIVERABLES

The deliverables of this consultancy are as follows:

i. An evaluation work plan

ii. A draft evaluation report that must address:
   • Valuation of program adequacy
   • Measurement of impact and performance
   • Detection of areas for improvement

iii. A final evaluation report

The above documents are to be prepared in English and submitted to the Permanent Secretary or the appointed manager/coordinator of the ministry. Two (2) copies of each are to be submitted in both hard copy and soft copy forms; soft copies are to be placed on a compact disc.

5.1 DRAFT EVALUATION WORK PLAN

A draft evaluation work plan is to be submitted within one (1) week of the signing of the contract.

5.2 EVALUATION WORK PLAN

Within one (1) week of receiving comments on the draft work plan, the Consultant will produce a final evaluation work plan.
5.3 **DRAFT EVALUATION REPORT**

The Consultant will submit a draft evaluation report for review by the Ministry within eight (8) weeks of the acceptance of the work plan. Subsequent to the submission of the draft evaluation report, the Ministry will provide comments within two weeks (10 working days) to the Consultant.

5.4 **EVALUATION REPORT**

Within two (2) weeks of receiving comments on draft report, the Consultant will submit a final evaluation report including an evaluation abstract/executive summary.

6.0 **STAKEHOLDER INVOLVEMENT**

The Consultant is expected to conduct a participatory evaluation providing for meaningful involvement by programme partners, beneficiaries and other interest parties. Stakeholder participation is to be an integral component of the evaluation design and planning; information collection; the development of findings; evaluation reporting; and results dissemination.

7.0 **ACCOUNTABILITIES AND RESPONSIBILITIES**

The Permanent Secretary, Ministry of Public Administration, or a manager/coordinate nominated by the Permanent Secretary of the Ministry will manage/coordinate the evaluation and will have responsibility for:

- a) Guidance throughout all phases of execution of the evaluation.
- b) Coordination of internal review process.
- c) Provision of relevant background material and reports as required
- d) Making of arrangements for stakeholder meetings, including location bookings and ordering of refreshments
- e) Provision of Office Space for use by the Consultant as and when necessary during the duration of the Consultancy
The Consultant shall be responsible for:

a) Conducting the evaluation
b) The day to day management of the evaluation work plan
c) Regular progress reporting to the ministry’s appointed manager
d) The production of deliverables in accordance with contractual requirements.

8.0 NATURE OF THE CONSULTANCY

a) **Type of consultancy:** Individual or Firm (International and/or local)

b) **Place of work:** Trinidad and Tobago

c) **Duration of Consultancy:** The approximate duration of the Consultancy is thirteen (13) weeks from the start date.

d) **Language:** The Consultancy must be conducted in English. All documents, reports and other outputs must be in English.

9.0 PREFERRED REQUIREMENTS

1. Desired Expertise – Qualifications and Experience

   The lead consultant must possess the following level of expertise:

   i. Master's Degree in a field in which evaluation skills were learned and practiced

   ii. At least seven (7) years Evaluation Practice with the development of quantitative and qualitative outcome measures and establishment and management of reports.

   iii. Three (3) or more years of experience of evaluating programmes funded by donor organizations
2. Financial Capacity

3. Legal Status: If awarded the contract, the contractor would be required to ensure compliance with the laws of Trinidad and Tobago.

10.0 BUDGET
The contract price for this consultancy will be fixed. This amount must be all inclusive, to include all consulting assistance, the production of all deliverables, all consumables and all travel, living and accommodation expenses.

11.0 PROPOSED PAYMENT SCHEDULE
It is proposed that the selected consulting firm be paid upon the successful completion and acceptance of the deliverables:

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Percentage Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Evaluation Work Plan</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Draft Evaluation Report</td>
<td>40%</td>
</tr>
<tr>
<td>3</td>
<td>Final Evaluation Report and Presentation</td>
<td>50%</td>
</tr>
</tbody>
</table>

Payment will only be made if the deliverables have been completed to the satisfaction of the Ministry of Public Administration.
# 12.0 SELECTION CRITERIA

The proposals submitted by suitably qualified organisations will be evaluated using the following criteria with the points for each as indicated:

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall understanding of the assignment and adequacy of the proposed approach, methodology and work plan, including the schedule, in responding to the Terms of Reference:</td>
<td></td>
</tr>
<tr>
<td>i. Technical approach and methodology</td>
<td>20</td>
</tr>
<tr>
<td>ii. Work Plan</td>
<td>15</td>
</tr>
<tr>
<td>Demonstrated skills and capability of the firm/individual to successfully undertake programme evaluations of a similar nature in the public sector environment</td>
<td>40</td>
</tr>
<tr>
<td>Proposed Qualifications and Experience</td>
<td></td>
</tr>
<tr>
<td>Lead Consultant: Key qualifications, specific experience and proven competence for the assignment in the areas of research, evaluation methodologies, and evaluation reports</td>
<td></td>
</tr>
<tr>
<td>i. Master's Degree in a field in which evaluation skills were learned and practiced (<em>7 points</em>)</td>
<td>15</td>
</tr>
<tr>
<td>ii. At least seven (7) years Evaluation Practice with the development of quantitative and qualitative outcome measures and establishment and management of reports. (<em>5 points</em>)</td>
<td></td>
</tr>
<tr>
<td>iii. Three (3) or more years of experience of evaluating programmes funded by donor organizations (<em>3 points</em>)</td>
<td></td>
</tr>
<tr>
<td>Evidence of experience of public sector operations particularly in the Commonwealth</td>
<td>10</td>
</tr>
</tbody>
</table>

Bidders must attain a minimum of 70% in order to qualify, with a minimum of 50% for each criterion.
Section 4 Technical Proposal Forms

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

TP-1  Technical Proposal Submission Form
TP-2  Bidder’s Organization and Experience
   a)  Bidder’s Organization
   b)  Bidder’s Experience
TP-3  Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Ministry:
   a)  On the Terms of Reference
   b)  Counterpart Personnel, Services, Faculties
TP-4  Description of the Approach, Methodology and Work Plan for Performing the Assignment
TP-5  Team Composition and Task Assignments
TP-6  Curriculum Vitae (CV) for Proposed Professional Staff
TP-7  Work Schedule
TP-8  Work Plan
Permanennt Secretary,
Ministry of Public Administration
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Republic of Trinidad and Tobago
West Indies

Dear Madam:

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

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

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

The Proposal validity period is (       ) days from the deadline date of submission of proposals. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We agree, if our proposal is accepted, to execute the services related to the assignment, not later than the date indicated by the Ministry.

We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, enforced in the Republic of Trinidad and Tobago.

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

We remain,
Yours sincerely,

Authorized Signature [In full and initials]: __________________________

Name and Title of Signatory: __________________________

Name of Firm: __________________________

Address: __________________________

Company Stamp: __________________________
FORM TP-2

BIDDER’S ORGANIZATION AND EXPERIENCE

A - Bidder’s Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment. Also include as an Appendix and make reference to copies of] the Firm’s By Laws, Articles of Incorporation, Directors of the Firm/Company, Certificate of Insurance Coverage and Disclosure Statement of Conflict of Interest where applicable]
**B - Consultant's Experience**

*Provide information about each of the assignments for which your firm has been legally engaged under contract in its own name to deliver services similar to those requested here in the RFP, during the past five years. It is recommended that you list a maximum of ten (10) such assignments.*

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in TT $ currency):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization:</td>
<td>Duration of assignment (months)</td>
</tr>
<tr>
<td>Address:</td>
<td>Total No of staff-months of the assignment:</td>
</tr>
<tr>
<td>Nature and Scope:</td>
<td></td>
</tr>
<tr>
<td>Organization size:</td>
<td>Start date (month/year):</td>
</tr>
<tr>
<td></td>
<td>Completion date (month/year):</td>
</tr>
<tr>
<td>Name of associated Vendors/Consultants, if any:</td>
<td>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
</tr>
<tr>
<td>Narrative description of Project</td>
<td></td>
</tr>
<tr>
<td>Description of actual work and services provided by your staff within the assignment:</td>
<td></td>
</tr>
<tr>
<td>Client Reference</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Contact No:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

Firm's Name: ___________________________________________
A - On the Terms of Reference

[Please use this space to document and justify any observation or suggestion you have concerning the Terms of Reference (provided that it would not alter the requirements to be met by the Ministry) that would improve contract performance (such as eliminating an activity that you feel is unnecessary, adding one, or proposing that activities include or be divided up into different stages). These suggestions should be concise and specific and should be incorporated into your Proposal.]
B – COUNTERPART PERSONNEL, SERVICES AND FACILITIES

[Comment here on personnel and facilities that will be supplied by the Ministry, including administrative support, equipment, information, etc.]
The technical approach, methodology and work plan are key components of the technical proposal. It is recommended that Bidders submit their Technical Proposal (including graphics and diagrams) in the following three sections:

a) Technical Approach and Methodology

In this section, Bidders should explain their understanding of the assignment’s objectives, their approach, and the methodology to be used to perform the required tasks and produce the expected work product, explaining such at an adequate level of detail. Bidders should explain the methodology that the firm will use and how that methodology will be adapted to the proposed approach and the specific work and sector being requested in the RFP.

b) Work Plan

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

c) Organization and Staffing

In this section you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
## FORM TP-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

<table>
<thead>
<tr>
<th>Professional Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Staff</td>
</tr>
<tr>
<td>------------------</td>
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</tr>
</tbody>
</table>
FORM TP-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

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

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

4. Date of Birth: ____________________ Nationality: ____________________________

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

6. Membership of Professional Associations: _________________________________

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

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

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

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

36 | Page
From [Year]: _____ To [Year]: ________

Employer: ___________________________

Positions held: _______________________

<table>
<thead>
<tr>
<th>11. Detailed Tasks Assigned</th>
<th>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>[List all tasks to be performed under this assignment]</td>
<td>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</td>
</tr>
</tbody>
</table>

Name of assignment or project: ____________________

Year: ____________________________

Location: __________________________

Client: ____________________________

Main project features: ____________________

Positions held: _______________________

Activities performed: ____________________

13. Certification:

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

________________________________________ Date: __________

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

Full name of authorized representative: ____________________________
<table>
<thead>
<tr>
<th>N°</th>
<th>Activity¹</th>
<th>Months²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

2. Duration of activities shall be indicated in the form of a bar chart.
Section 4. Financial Proposal Forms

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

Financial Proposal Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 10.4.1 of Section 2.

PR-1 Financial Proposal Submission Form
PR-2 Summary of Costs
PR-3 Breakdown of Cost by Activity
PR-4 Breakdown of Remuneration per Activity
PR-5 Breakdown of Other Costs per Activity
Permanent Secretary,
Ministry of Public Administration
Level 7, NALIS Building,
Corner Hart and Abercromby Streets,
Republic of Trinidad and Tobago
West Indies

Dear Madam:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].

The Proposal validity period is ( ) days from the deadline date of submission of proposals and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ________________________________

Name and Title of Signatory: ________________________________

Name of Firm: ____________________________________________
Amounts must coincide with the ones indicated under Total Amount of Financial Proposal in Form FP-2.

If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."
## FORM FP-2 SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Cost</th>
<th>Currency(ies) ¹</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Amount of Financial Proposal</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Local currency and US.
### FP-3 Breakdown of Cost per Activity

<table>
<thead>
<tr>
<th>Activity No.: __________</th>
<th>Activity No.: __________</th>
<th>Description: __________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Currency(is)</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>________________________</td>
</tr>
</tbody>
</table>
FP-4 Breakdown of Remuneration per Activity

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input²</th>
<th>Remuneration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Currency(ies) Rate</td>
<td></td>
</tr>
<tr>
<td>Regular staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

² Staff months, days, or hours as appropriate.
### FP-5 Breakdown of Other Costs per Activity

Activity No:________________________   Name:________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price In</th>
<th>Total Amount In</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>International flights</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Accommodation</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Miscellaneous travel expenses</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Subsistence allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Local transportation costs³</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Clerical assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Communication costs between _____________________</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>_________________________ and</td>
<td></td>
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<td>_________________________</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(telephone, telegram, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Equipment: vehicles, computers, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

³ Office accommodation, some local transportation, basic communications access including local telephone calls and international with approval, and internet, and some photocopying will be made available by the Client.
## Section 5 Bid Conformance Sheet

The Engagement of a Consultant to Conduct a Final Evaluation of the E-Government and Knowledge Brokering Program – IDB Loan Contract No. 1808/OC-TT

Bidders are requested to complete this checklist for submission of their tender document.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Company Information</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>2</td>
<td>References / Similar Contracts</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>3</td>
<td>Valid Income Tax Clearance Certificate</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>4</td>
<td>Valid VAT Clearance Certificate</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>5</td>
<td>Valid National Insurance Certificate of Compliance</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>6</td>
<td>Letter of Comfort from Banker</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>7</td>
<td>Copies of Auditor’s report with audited statements for the last three (3) years</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>8</td>
<td>Bid Validity Period</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>9</td>
<td>Technical and Financial Submission Forms</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>10</td>
<td>Curriculum Vitae of employees assigned to this contract</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>

I/We certify that the above checked items have been included in my/our Proposal. Submission is in accordance with instructions therein.

N.B. Failure to provide all the necessary documents to complete your bid (documents listed in the above Check List) would deem your bid non-compliant and may lead to the Ministry’s non acceptance of your offer.

____________________  ____________________
Print Name                          Date

____________________  ____________________
Authorized Signature                  Company Stamp
Section 6  Contract Agreement

SAMPLE CONTRACT

GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO

DISCLAIMER:

This sample document is provided as the GoRTT’s standard terms and conditions of contract. GoRTT’s specific intent is that this sample document contains the essential terms and conditions into which GoRTT is willing to enter with a Contractor, PROVIDED HOWEVER that GoRTT reserves the right to amend the terms of this contract prior to execution.

The final contract between GoRTT and the successful Bidder may be negotiated by the Parties.

Note that all time-frames referenced in this sample document are subject to change depending on the duration of the contract term.

REPUBLIC OF TRINIDAD AND TOBAGO
THIS CONTRACT (hereinafter together with all Appendices attached hereto and forming an integral part hereof called ("the Contract") is made the day of in the Year Two Thousand and between Permanent Secretary, Ministry of _________________ which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the said Ministry acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (hereinafter called "GORTT" of the One Part) and [Consultant] or [Company] having its registered office at [insert address] (hereinafter called "the Consultant/Contractor") of the Other Part.

WHEREAS:

(a) GORTT is desirous of obtaining Consultancy/Other Services for [insert general description of services] which are more particularly described in the [identify documents] (hereinafter called "the Services").

(b) The Consultant/Contractor having represented to GORTT that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW IT IS HEREBY AGREED as follows:-

1) GORTT HEREBY APPOINTS the Consultant/Contractor and the Consultant/Contractor HEREBY ACCEPTS THE APPOINTMENT to provide the Services in accordance with the Appendices hereto annexed and the terms and conditions herein contained.

2) In consideration of the satisfactory performance and completion of the Services in accordance with this Contract GORTT hereby covenants to pay to the Consultant/Contractor the sum of [insert sum] DOLLARS ($ insert figure) in accordance with the Letter of Award dated_______, hereto annexed and marked “ ”.

3) The Consultant/Contractor for itself and its assigns and GORTT (but not so as to impose any personal liability on the Permanent Secretary, Ministry of _________________) mutually covenant that they will respectively perform and observe the several provisions of this Contract to be performed and observed by them respectively hereunder.

4) In the event that any of the contract provisions is declared invalid the remaining provisions shall not be affected and shall have full force and effect.
5) It is understood that the opinions and recommendations of the Consultant/Contractor obligate neither GORTT nor its representatives who reserve the right to put forward such observations or exceptions as they deem appropriate.

6) In this Contract, words and expressions shall have the same meaning as are assigned in the Contract Documents hereinafter referred to.

7) The following documents shall comprise the Contract Documents and shall be deemed to form and be read and construed as part of this Contract namely:

[Insert relevant document names in the form of a bulleted list] dated _______hereo annexed and marked”.

8) Should there be any conflict between this Contract and any other document hereto before listed this Contract will take precedence.

9) Each of the Parties warrants its powers to enter into this Contract and that it has obtained all necessary approvals to do so.

10) Each Party acknowledges that this contract contains the whole contract between the Parties and that it has not relied upon any oral or written representation made to it by the other or its employers or agents and has made its own independent investigations into all matters relevant to it.

11) The Permanent Secretary in the Ministry of _________________________ shall not in any way be held personally liable for anything arising out of this Contract.
GENERAL CONDITIONS

1. DEFINITIONS

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

(a) “Contract” means the contract between the GORTT and the Consultant/Contractor together with all the documents listed in Clause (7) hereinabove of such signed Contract;
(b) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 2 of the signed Contract;
(c) “Effective Date” means the date on which this contract comes into force and effect pursuant to Clause 11 hereof;
(d) “Executing Agency” means the Ministry of ________________________________;
(e) “Party” means the GORTT or the Consultant/Contractor, as the case may be, and “Parties” means both of them;
(f) "Personnel" means persons hired by the Consultant/Contractor as employees and/or agents and assigned to the performance of the services or any part thereof; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside Trinidad and Tobago; and “local Personnel” means such persons who at the time of being so hired had their domicile inside Trinidad and Tobago;
(g) “Services” means the [insert title] as described in the [insert name of documents], all annexed to this Contract;
(h) “Sub Consultant/Contractor” means any person or entity to whom/which the Consultant/Contractor subcontracts any part of the services in accordance with the provisions herein.

2. RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between GORTT and the Consultant/Contractor. The Consultant/Contractor subject to this Contract has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf.
3. **LAW GOVERNING CONTRACT**

3.1 This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the laws of the Republic of Trinidad and Tobago for the time being in force or any amendments thereto.

3.2 Any proceeding arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.

3.3 The submission by the Parties to such jurisdiction shall not limit the right of GORTT or of the Consultant/Contractor upon mutual agreement to commence any proceedings arising out of this Contract in any other jurisdiction it may consider appropriate.

3.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with clause 6.

3.5 In the event that a party to any proceedings arising out of or in connection with this contract is resident outside the Republic of Trinidad and Tobago the address for service in the Republic of Trinidad and Tobago shall be the address for such service nominated in clause 6 of this Contract and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the party.

4. **LANGUAGE**

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. **HEADING**

The headings shall not limit, alter or affect the meaning of this Contract.
6. **NOTICES**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile transmission and confirmed by registered post to the party to which it is required to be given at the following address:

For GORTT –

The Permanent Secretary
Ministry of _________________________
Insert Address
Port-of-Spain
Trinidad
Attn: ______________________________
E-mail: ____________________________
Tel. No. (868)-_____________________
Fax No. (868)-_____________________

For the Consultant/Contractor -

[Insert name]
Attn: ______________________________
E-mail: ____________________________
Tel. No. (868)-_____________________
Fax No. (868)-_____________________


7. **CHANGE OF ADDRESS**

Each of the Parties shall give notice to the other of the change or acquisition of any address or telephone facsimile or other number at the earliest opportunity but in any event within forty-eight (48) hours of such acquisition.

8. **CALCULATION OF TIME LIMITS**

The time limits referred to in this contract shall be calculated as follows except as otherwise stated in these conditions:

- from the day following the date of the act or deed which serves as the point of commencement for this time limit.

- where the time limit is fixed in days, it shall expire at the end of the last day of the time limit laid down in calendar days;

- where the time limit is fixed in months, it shall expire on the day having the same number as the day on which it began;

- in the event of the last month of a time limit fixed in months not having a day with the same number as the date on which it began the time limit shall end on the last day of that month;

- where the time limit is fixed by the week, it shall expire at the end of seven (7) days;

- if the last day of a time limit falls on a Sunday or a public holiday established by law, the time limit shall be extended until the end of the next working day.

9. **AUTHORISED REPRESENTATIVES**

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract, may be taken or executed on behalf of GORTT by the Permanent Secretary, Ministry of __________________________ or her designated representative.

9.2 Any action required or permitted to be taken and any document required or permitted to be executed under this contract may be taken or executed on behalf of the Consultant/Contractor by [insert name] or his designated representative.
10. **TAXES AND DUTIES**

The Consultant/Contractor and personnel shall pay all taxes, duties, fees, levies and other impositions levied in accordance with the tax laws of Trinidad and Tobago.

11. **COMMENCEMENT DATE**

This Contract is deemed to have come into force and effect on the [insert day] of [insert month], [insert year].

12. **COMPLETION DATE**

12.1 Subject to clause 12.2 the Consultant/Contractor shall complete and deliver the Services within the stipulated time frame, [state time frame] or as mutually agreed upon by the parties or as extended and approved by the Ministry of _________________.

12.2 Unless terminated earlier pursuant to Clause 18.2 and 18.3 hereof, this Contract shall terminate when pursuant to the provisions herein, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

13. **ENTIRE AGREEMENT**

This Contract contains all covenants, stipulations and provisions by the Parties. No agent or representative of either Party has authority to make and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

14. **MODIFICATION**

Modification of the terms and conditions of this contract, including any modifications in the scope of the Services may only be made by written agreement between the parties.

15. **ASSIGNMENT AND SUB-CONTRACTING**

The Consultant/Contractor shall not assign the whole or any part of this Contract without the written consent of GORTT, shall not sub-contract the whole or any part of this
Contract without the prior written consent of GORTT and such consent if given shall not relieve the Consultant/Contract or of any liabilities or obligations under the terms of this Contract.

16. **FORCE MAJEURE**

16.1 **DEFINITIONS**

(a) For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include:

i. any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees nor;

ii. any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this contract and avoid or overcome in the carrying out of its obligations hereunder;

iii. insufficiency of funds or failure to make any payment required hereunder;

16.2 **NO BREACH OF CONTRACT**

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

16.3 **MEASURES TO BE TAKEN**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such events as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
16.4 EXTENSION OF TIME

Any period within which a Party shall, pursuant to this Contract, complete any action or tasks 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.

16.5 PAYMENTS

GORTT shall not be liable to make any payments under the Contract in respect of the period of the Consultant/Contractor’s inability to perform the Services herein as a result of an event of Force Majeure and any sum already paid thereunder in respect of that period shall be credited to the period following the resumption of the Services.

16.6 CONSULTATION

Not later than ten (10) days after the Consultant/Contractor, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

17. SUSPENSION

GORTT may, by written notice of suspension to the Consultant/Contractor, suspend all payments to the Consultant/Contractor hereunder if the Consultant/Contractor fails to perform any of its obligations under this contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultant/Contractor to remedy such failure within a period not exceeding ten (10) days after receipt by the Consultant/Contractor or of such notice of suspension.

18. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

18.1 ABANDONMENT

(a) GORTT shall have the absolute right to abandon or amend the Services or to change the general basis for the execution of the Services at any
time and such action on its part shall in no event be deemed a breach of contract.

(b) If GORTT amends the scope of the Services or changes its general basis and the Consultant/Contractor is of the opinion that extra Services are made necessary as a result thereof, the provisions of the Extra Services Clause herein shall apply.

18.2 TERMINATION BY GORTT

GORTT may terminate this Contract immediately after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause and by not less than twenty-eight (28) days written notice of termination to the Consultant/Contractor after an event referred to in paragraphs (c) through (f) of this Clause:

(a) if the Consultant/Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 17 hereinabove, within twenty-eight (28) days of receipt of such notice of suspension or within such further period as GORTT may have subsequently approved in writing;
(b) if the Consultant/Contractor becomes insolvent or bankrupt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
(c) if the Consultant/Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 33 hereof;
(d) if the Consultant/Contractor submits to GORTT a statement which has a material effect on the rights, obligations or interests of GORTT and which the Consultant/Contractor knows to be false;
(e) if, as a result of Force Majeure, the Consultant/Contractor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
(f) if GORTT, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

18.3 TERMINATION BY THE CONSULTANT/CONTRACTOR

The Consultant/Contractor may, by not less than twenty-eight (28) days' written notice to GORTT, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause terminate this contract:

(a) if GORTT fails to pay any money due to the Consultant/Contractor pursuant to this contract and not subject to dispute pursuant to Clause 32 hereof within twenty-eight (28) days after receiving written notice from the Consultant/Contractor that such payment is overdue;
(b) if GORTT is in material breach of its obligations pursuant to this contract and has not remedied the same within twenty-eight (28) days (or such longer period as the Consultant/Contractor may have subsequently approved in writing) following the receipt by GORTT of the Consultant/Contractor's notice specifying such breach;

(c) if, as a result of Force Majeure, the Consultant/Contractor is unable to perform a material portion of the Services for a period of not less than forty two (42) days; or

(d) if GORTT fails to comply with any final decision reached as a result of arbitration pursuant to Clause 33 hereof.

18.4 CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this contract pursuant to Clauses 18.1, 18.2, 18.3 or upon completion of this contract pursuant to Clause 12 hereof, all rights and obligations of the Parties hereunder shall cease, except

(i) such rights and obligations as may have accrued on the date of termination or expiration;
(ii) the obligation of confidentiality set forth in Clause 20 hereof;
(iii) the Consultant/Contractor's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 23 hereof, and
(iv) any right which a party may have under the Laws of the Republic of Trinidad and Tobago.

18.5 CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 18.2 and 18.3 hereof, the Consultant/Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Consultant/Contractor and equipment and materials furnished by GORTT the Consultant/Contractor shall proceed as provided respectively by Clauses 24 and 25 hereof.

18.6 PAYMENT UPON TERMINATION

(a) Upon abandonment of the Services or termination of this contract under Clauses 18.1, 18.2 or 18.3 hereof, and subject to the obligation of the Consultant/Contractor to reduce expenditure to a minimum as contained in Clause 18.5 the Consultant/Contractor shall be entitled to receive the remuneration due up to the effective date of abandonment or termination and reimbursement in full for such costs as shall have been incurred during the contract period prior to the effective date of such...
abandonment or termination and which are directly attributable to the incomplete portion of the Services covered by this contract.

(b) Compensation to the Consultant/Contractor in respect of abandonment or termination shall be agreed between GORTT and the Consultant/Contractor or, failing agreement, shall be referred to arbitration in accordance with Clause 32 of this Agreement.

18.7 DISPUTES ABOUT EVENTS OF TERMINATION

(a) If either Party disputes whether an event specified in paragraphs (a) through (c) of Clause 18.2 and Clause 18.3 hereof has occurred such Party may, within seven (7) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 33 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

(b) If the Parties do not agree upon the value of the Services performed prior to termination of the contract other than for Services which have been unsatisfactorily performed, the provisions for Arbitration pursuant to Clause 32 hereof shall apply.

19. FAIRNESS AND GOOD FAITH

19.1 GOOD FAITH

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

19.2 OPERATION OF CONTRACT

The Parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 32 hereof.

20. DUTIES OF THE CONSULTANT/CONTRACTOR

20.1 GENERAL OBLIGATIONS
STANDARD OF PERFORMANCE

(a) The Consultant/Contractor shall exercise all reasonable skill, care and diligence in discharge of its duties under this contract. The Consultant/Contractor, its staff, employees and agents shall respect, comply with and adhere to the laws and customs of the Republic of Trinidad and Tobago and shall carry out all its responsibilities in accordance with the professional standards of its profession.

(b) The Consultant/Contractor, its staff, employees and agents shall throughout the performance of the Services and following their completion maintain the strictest secrecy vis-a-vis third parties in respect of information data or documents acquired or brought to their notice during the performance of the Services.

(c) The restriction at Clause (b) above shall continue to apply and after the completion of the Services without any time limit but shall cease to apply to such information or knowledge which has in entirety become public knowledge otherwise than through any unauthorized disclosure or other breach on the part of the Consultant/Contractor of the said restriction.

(d) In carrying out the Services entrusted to it the Consultant/Contractor shall endeavour to find the technical and economic solutions best suited to the requirements.

20.2 The Consultant/Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices. The Consultant/Contractor shall observe sound management practices and employ appropriate advanced technology and safe methods. The Consultant/Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to GORTT, and shall at all times support and safeguard the GORTT's legitimate interests in any dealing with Third Parties.

21. CONFLICT OF INTERESTS

21.1 CONSULTANT/CONTRACTOR NOT TO BENEFIT FROM COMMISSIONS DISCOUNTS ETC. AND NOT TO BE OTHERWISE INTERESTED IN THE PROJECT

The remuneration of the Consultant/Contractor pursuant to Clause 2 of this Contract shall constitute the Consultant/Contractor's sole remuneration in connection with this Contract or the Services hereof. The Consultant/Contractor shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of its obligations hereunder, and the Consultant/Contractor
shall use its best efforts to ensure that any Personnel and agents shall not receive any such additional remuneration.

The Consultant/Contractor agrees that, during the term of this Contract and after its termination, the Consultant/Contractor and any entity affiliated with the Consultant/Contractor, as well as any Sub-Consultants/Contractors and any entity affiliated with such Sub-Consultants/Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant/Contractor's Services for the preparation or implementation of the project.

21.2 PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Consultant/Contractor nor its agents or the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the Republic of Trinidad and Tobago which would conflict with the activities assigned to them under this Contract.

21.3 CONSULTANT/ CONTRACTOR’S PERSONNEL

(a) The Consultant/Contractor shall staff the project as specified in the Key Personnel Clause referred to in the Request for Proposals hereto annexed. Changes in staff shall not be permitted except the Consultant/Contractor can give substantial reasons and can show that the circumstances for requesting such changes are extenuating. No prior changes in staff must be made unless the Consultant/Contractor first obtains in writing the approval of GORTT. Replacement staff shall have the same or superior knowledge and skills as the staff being replaced. Approval so given shall in no way relieve the Consultant/Contractor or the Consultant/Contractor’s contractual obligations nor shall such approval give rise to claims as Extras. The Consultant/Contractor shall employ duly qualified personnel to perform the Services under this Contract. Preference shall be given to nationals of the Republic of Trinidad and Tobago with regard to Local Consulting and Support as stated in the Technical Proposals. The qualifications and experience of all personnel shall be furnished to GORTT. The Consultant/Contractor agrees to remove any employee from the works if requested in writing to do so by the GORTT. The Consultant/Contractor shall use its best efforts to ensure that any Sub-consultant/contractor, as well as the personnel and agents of either of them similarly shall not receive any such additional remuneration.

(b) The Consultant/Contractor shall employ personnel who, in the judgment of the Consultant/Contractor, will be reliable and will most likely perform satisfactorily the terms of their employment agreement with the
Consultant/Contractor and will comply fully with applicable laws and in respect of foreign personnel, will comply with GORTT’s policy and rules relating to the conduct and behavior of foreign personnel in Trinidad and Tobago.

(c) In the performance of all duties, the Consultant/Contractor shall be responsible for the professional conduct of its personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.

(d) The Consultant/Contractor agrees to furnish GORTT with full particulars of all persons employed under this Contract. If required, all such persons shall be subject to security approval prior to assignment to the Services. The Consultant/Contractor further agrees at the written request of GORTT to terminate the employment of any individual if GORTT is of the opinion that for security or other valid reasons termination is required. In the event of such termination, the Consultant/Contractor shall provide replacements and bear all costs associated with such termination and replacement/s.

21.4 LIABILITY OF CONSULTANT/CONTRACTOR

The Consultant/Contractor shall be liable to the GORTT for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the GORTT as a result of any default of the Consultant/Contractor, its Sub-Consultant/Contractor or its Personnel in such performance subject to the following limitations:

(a) The Consultant/Contractor shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant/Contractor, its Sub-Consultant/Contractor or the Personnel of either of them; and

(b) The Consultant/Contractor shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant/Contractor had no control.

21.5 INDEMNIFICATION

21.5.1 The Consultant/Contractor shall defend, indemnify, protect and save harmless GORTT and its agents, servants and employees from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the Consultant/Contractor, its agents, servants, and employees in the performance of professional services under this contract, including but not limited to expenditure for and costs of investigations, hiring of experts, witnesses, court costs, Attorneys’ settlements, judgments or otherwise.
21.5.2 GORTT shall as soon as practicable after a claim has been made against it give written notice thereof of the claim. If a suit is brought against GORTT, GORTT shall immediately forward to the Consultant/Contractor every demand, complaint, notice, summons, pleading or other process received by it or its representative.

21.5.3 The Consultant/Contractor shall reimburse the GORTT for reasonable costs incurred by it to correct, modify or redesign any plans submitted by the Consultant/Contractor that are found to be defective or not in accordance with the provisions of this Contract and all work resulting from and related to such plans submitted by the Consultant/Contractor as are found to be defective or not in accordance with the provisions of this Contract.

21.5.4 The Consultant/Contractor shall place with the Client a policy of Insurance or bond for professional negligence, malpractice and/or public liability of the types necessary to protect it from any claims arising under the foregoing provisions (paragraph 21.5.1 above) and specifically providing for coverage of the GORTT as a named insured identical to the terms and requirements of the foregoing provisions (paragraph 21.5.1) above. The said Insurance or bond shall be maintained in force by the Consultant/Contractor from the date of this Contract until a date at least one (1) year following the actual completion and acceptance of the services by the GORTT.

21.5.5 The Consultant/Contractor shall provide the GORTT with evidence of the Consultant/Contractor’s insurance in accordance with the foregoing provisions.

21.5.6 In the event that the Consultant/Contractor provided evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which Consultant is required by the terms of this Contract to maintain insurance, said certificates shall be acceptable, but the Consultant/Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the GORTT is continuously in possession of evidence of the Consultant/Contractor’s insurance in accordance with the foregoing provisions.

21.5.7 The GORTT shall as soon as practicable after a claim has been made against it give written notice thereof to the claim. If suit is brought against the GORTT, the GORTT shall immediately forward to the Consultant/Contractor every demand, complaint, notice, summons, pleading or other process received by it or its representative.

22. REPORTS

22.1 Reports shall be submitted in accordance with the Request for Proposals hereto annexed.
22.2 The Consultant/Contractor shall submit to GORTT any additional reports that may be reasonably requested in connection with the progress of the Services and/or special problems.

22.3 The Consultant/Contractor shall incorporate in the reports any revision or enlargement that GORTT deems necessary within the scope of the Request for Proposals hereto annexed.

22.4 The Consultant/Contractor shall not be entitled to any extension of the time limit due to factors which have not been brought to the attention of GORTT. Any extension of the time limits of the Contract shall only be warranted by factors which the Consultant/Contractor could not reasonably foresee when the Contract was signed, which it could not prevent and the consequences of which it was unable to avert despite taking all necessary action to that end.

22.5 All reports and technical documents required herein shall be prepared in consultation with the GORTT and all outgoing documents will be channeled through the assigned Ministry.

22.6 The Consultant/Contractor shall prepare a Final Close-Out Report summarizing the achievements of the objectives of the consultancy for submission to the Permanent Secretary.

23. **ACCOUNTING, INSPECTION AND AUDITING**

The Consultant/Contractor shall keep accurate and systematic records and accounts of all Services in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and shall make them available for inspection, checking and auditing by duly authorised GORTT representatives. The Consultant/Contractor further agrees that all of the above records shall be kept open for at least five (5) years for post-checking and auditing by duly authorised GORTT representatives.

24. **OWNERSHIP OF DATA**

All notes, calculations, computer inputs and outputs, design drawings, records, reports, papers and any other technical data and other documents prepared by the Consultant/Contractor or obtained from whatever source in connection with the Services shall become and remain the property of the GORTT and shall be handed over to the GORTT by the Consultant/Contractor together with a detailed inventory thereof, not later than upon the termination or expiration of this Contract. The Consultant/Contractor may retain a copy of such documents but
shall not use them for purposes unrelated to this Contract without the prior approval of the GORTT.

25. OWNERSHIP OF INSTRUMENTS AND EQUIPMENT

The Consultant/Contractor agrees to hand over to GORTT in proper working condition and order on substantial completion of the Services, or upon termination of contract, all instruments, machinery, items of furniture, any other non-consumable items and all other consumable items which may have been purchased with funds made available by GORTT for use in the execution of the Services. All such purchases of instruments, machinery and other such items shall be selected in consultation with GORTT and shall be deemed to be the property of GORTT from the date of purchase. The Consultant/Contractor agrees to replace and/or repair any of the above equipment that are damaged or lost while in its possession provided such damage and loss is beyond reasonable wear and tear.

26. EXTRA SERVICES

If the Consultant/Contractor is of the opinion that any Services the Consultant/Contractor had been directed to perform are outside the scope of this contract and constitute extra services the Consultant/Contractor shall promptly notify, in writing, GORTT of that fact. In the event that GORTT determines that such Services do constitute extra services, it shall provide extra compensation to the Consultant/Contractor upon the mutually agreeable fair and equitable basis. In the event that GORTT and the Consultant/Contractor do not reach mutual agreement on what constitutes extra services or fair and equitable compensation, the provisions of the Arbitration Clause of this contract shall apply.

27. ERRORS AND OMISSIONS

The Consultant/Contractor agrees to perform such additional services as may be necessary to correct errors and omissions by the Consultant/Contractor in the Services without undue delay and without additional cost to GORTT. The acceptance of the Services by GORTT shall not relieve the Consultant/Contractor of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Consultant/Contractor of the responsibility for subsequent correction of such errors. Nothing herein shall be construed to relieve the Consultant/Contractor of its liability for additional costs resulting from errors or negligence.
28. **AVAILABILITY OF DATA**

GoRTT shall provide to the Consultant/Contractor all available technical data related to the Services, without expense.

29. **CONFIDENTIALITY**

29.1 The Parties agree not at any time during or after the term of this Contract to divulge or allow to be divulged information deemed or discussed as Confidential Information under this Contract to any person except persons in their employ or under their control who have a reasonable need to know such information in order to perform their assigned duties and to each Party’s directors, executive officers, Attorneys, accountants, lenders and similar professionals advising on or for the purpose of advancing this Contract.

29.2 The stipulation of Confidentiality in this Article shall survive for a period of five (5) years after termination of this Contract howsoever effected. The obligation mentioned hereinabove shall not apply to any information which at the time of it being divulged was in the public domain but not through the action of either Party in breach of this Contract.

30. **INSPECTION BY GORTT**

Duly authorised GORTT representatives shall have access to all records pertaining to the Services rendered and shall have such inspections as often or as frequently as required. The Consultant/Contractor further agrees to co-operate with GORTT’s officers assigned to the Services being performed by the Consultant/Contractor for the purposes of supervision, checking, observations and reporting directly to GORTT when such need arises. All such reports shall be kept strictly confidential between GORTT’s officers and GORTT.

31. **APPROVAL BY GORTT OF REPORTS AND DOCUMENTS**

31.1 Approval by GORTT of the reports and documents drawn up and submitted by the Consultant/Contractor shall be evidence of their conformity with the provisions of this contract.

31.2 GORTT shall notify the Consultant/Contractor within twenty-one (21) days as to whether it has approved or rejected all Reports and documents other than the
Final Report and documents submitted by the Consultant/Contractor or whether it requests revisions amendments modifications and clarifications of the said reports and documents.

31.3 GORTT shall notify the Consultant/Contractor within twenty eight (28) days as to whether it has approved or rejected the Final Report and documents submitted by the Consultant/Contractor or whether it requests revisions amendments modifications and clarifications of the said report and documents.

31.4 Where GORTT approves a report or document subject to modification by the Consultant/Contractor, a time period shall be negotiated by both parties in which to make the requested changes. After such modification the report or document shall be deemed to have received approval if, within twenty-eight (28) days of receipt by GORTT, the latter has not notified the Consultant/Contractor of any breach, comments or observations.

32. PAYMENT

32.1 Payment to the Consultant/Contractor for services performed shall be made in accordance with Clause (2) of the signed contract and the Letter of Award both hereto annexed.

32.2 The final payment for the Services performed by the Consultant/Contractor shall be contingent upon prior acceptance by GORTT of the final report of the Consultant/Contractor in addition to the satisfactory completion by the Consultant/Contractor of all obligations under this contract.

32.3 Payment of reimbursable expenditure shall be based on the actual expenditure incurred by the Consultant/Contractor as evidenced by appropriate supporting documents.

33. SETTLEMENT OF DISPUTES

33.1 AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

33.1.1 In the event of any dispute between the parties in relation to or arising out of this Agreement either of them shall serve notice on the other giving particulars of the dispute and requesting a meeting to attempt reach an amicable resolution of the dispute. The parties shall negotiate in good faith for the resolution of the dispute
during a period of seven (7) calendar days from the receipt of such notice (the “Negotiating Period”).

33.1.2 If the parties fail to resolve the dispute between them during the Negotiating Period the parties may refer the same to a mutually agreed mediator for non-binding mediation.

33.2 **RIGHT TO ARBITRATION**

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within twenty-eight (28) days after receipt by one Party of the other Party's request for such amicable settlement, or within such extended time as agreed between the Parties, may be submitted by either party to arbitration in accordance with the provisions of the Arbitration Ordinance of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification/s thereof for the time being in force.

IN WITNESS whereof, the PARTIES have caused THIS CONTRACT to be executed in duplicate as of the date first hereinabove written.

**SIGNED** by

Permanent Secretary, Ministry of _____

_____ for and on behalf of the

Government of the Republic of Trinidad and Tobago in the presence of:-

* **SIGNED** by

for and on behalf of in

the presence of:-

* _where the Common Seal is to be affixed, substitute with the following_
THE COMMON SEAL OF

[insert Company name]

was hereunto affixed by

its Secretary in the presence of

[insert name]

one of its Directors by order and

authority of the Board of Directors

and in conformity with the By-laws

of the Company in the

presence of:-