



**Government  
of Jamaica**



**Issued on: March 14, 2021**

**Request for Curriculum Vitae**

**for**

**Consulting Services:**

**Learning Coordination Specialist Consultant**

**Project:** *JA-L1074 Security Strengthening Project  
(SSP) Loan#: 4400/OC-JA*

**Procuring Entity: Ministry of National Security**

**March 2021**

## **Section 1.**

### **Letter of Invitation**



TELEPHONE: 906-4908-24

Email: [information@mns.gov.jm](mailto:information@mns.gov.jm)

IDB Project No. JA-L1074  
Operations No. 4400/OC-JA

**MINISTRY OF NATIONAL SECURITY**

NCBTOWERS  
NORTHTOWER  
2 OXFORD ROAD  
KINGSTON 5  
JAMAICA

March 14, 2021

Dear Sirs,

The Government of Jamaica has established a Security Strengthening Project (SSP), funded by a Loan from the Inter American Bank (IADB), the main objective of which is to contribute to an increase in the conviction rate for murders in Jamaica. The strategy to achieve the main objective will be the “specific objectives”:

- (i) To assist in the reduction of the rate of murders in the country;
- (ii) To increase the proportion of police investigations of murders that result in prosecution;

And

- (iii) The training of police officers in the use of technology in crime fighting.

The Ministry of National Security (MNS) is charged as the Executing Agency and is currently engaging the services of a Consultant.

The Security Strengthening Project has three (3) components: (i) **Component 1**. Violent crime prevention and management; (ii) **Component 2** - Improving investigative capabilities for homicides; (iii) **Component 3** - Change Management & Communications.

The Project components comprise activities to benefit and involve the participation of the Ministry of National Security and the following entities within its portfolio:

- The Jamaica Constabulary Force (JCF)
- The Department of Correctional Services (DCS)
- The Firearm Licensing Authority (FLA)
- Passport, Immigration, Citizenship Agency (PICA)
- The Institute of Forensic Science and Legal Medicine (IFSLM)

- The Private Security Regulatory Authority (PSRA)

Additional entities outside the portfolio of the Ministry of National Security includes;

- The National Works Agency (NWA)
- eGov Jamaica Limited (eGov)

The main beneficiaries of the MNS SSP are the JCF and the DCS. The Ministry of National Security(MNS) will benefit indirectly from the improved communication and connectivity being implemented between its agencies and units.

The Ministry of National Security *has received* financing from *the Inter-American Development Bank (IDB)*, and it intends to apply part of the proceeds to payments under the project Security Strengthening Project (SSP), for a **Learning Coordination Specialist Consultant**.

The Ministry of National Security now invites you to submit a Curriculum Vitae (CV) indicating that you are qualified to perform the following services: *to provide a detail the scope of the work packages and deliverables required to support all the Learning components of the SSP; complete detail plans and coordinate all activities, deliveries and quality reviews and, coordinate the reporting of results and measures for all learning interventions within the scope of SSP.*

The information must be submitted no later than **Friday March 26, 2021**. More details on the services to be performed are provided in the Terms of Reference in Section 2.

This Invitation includes the following documents:

- Terms of Reference
- Template Bid Submission Letter
- Specimen of Standard Contract
- Eligible Countries and Territories
- Evaluation Criteria

It is not permissible to transfer this invitation to any other consultant.

Yours sincerely,



Milton Morrison  
Procurement Specialist  
Security Strengthening Project (SSP)

## **Section 2.**

### **Terms of Reference**

## Security Strengthening Project (MNS:SSP)

IDB - JA-L1074 (LC # 4400/OC-JA)  
Shops 31&32 Kingston Mall  
Kingston, Jamaica



Ministry of National  
Security

### TOR LEARNING COORDINATION SPECIALIST

Date	Services Performed For:
June 10, 2019	Security Strengthening Project (MNS:SSP) IDB - JA-L1074 (LC # 4400/OC-JA) Shops 31&32 Kingston Mall Kingston, Jamaica

### Background

The Government of Jamaica has established a Security Strengthening Project (SSP), funded by a Loan from the Inter American Bank (IADB), the main objective of which is to contribute to an increase in the conviction rate for murders in Jamaica. The strategy to achieve the main objective will be the “specific objectives”:

- (iv) To assist in the reduction of the rate of murders in the country;
- (v) To increase the proportion of police investigations of murders that result in prosecution;

And

- (vi) The training of police officers in the use of technology in crime fighting.

The Ministry of National Security (MNS) is charged as the Executing Agency and is currently engaging the services of a Consultant.

The Security Strengthening Project has three (3) components: (i) **Component 1**. Violent crime prevention and management; (ii) **Component 2** - Improving investigative capabilities for homicides; (iii) **Component 3** - Change Management & Communications.

The Project components comprise activities to benefit and involve the participation of the Ministry of National Security and the following entities within its portfolio:

- The Jamaica Constabulary Force (JCF)

- The Department of Correctional Services (DCS)
- The Firearm Licensing Authority (FLA)
- Passport, Immigration, Citizenship Agency (PICA)
- The Institute of Forensic Science and Legal Medicine (IFSLM)
- The Private Security Regulatory Authority (PSRA)

Additional entities outside the portfolio of the Ministry of National Security includes;

- The National Works Agency (NWA)
- eGov Jamaica Limited (eGov)

## **Consultancy Objective**

The **Objective of the consultancy** is to:

- detail the scope of the work packages and deliverables required to support all the Learning components of the SSP;
- complete detail plans and
- coordinate all activities, deliveries and quality reviews
- coordinate the reporting of results and measures for all learning interventions within the scope of SSP

## **Scope of Work**

**The Scope of work for this consultancy includes the following.**

Project coordination of all activities and deliverables related to the learning components of the SSP. This includes:

### **Coordination of the team work**

Coordinate all team members involved in work packages within the scope of the project learning activities.

Provide proactive support for team work, communication and team spirit.

### **Technical Work Group Planning**

- 1) Participate in the project planning activities and complete the plan components related to the learning scope
- 2) Compiled detailed schedule, work assignments and deliverables quality plan for all elements within the scope of the learning components of SSP (Component 3)
- 3) Ensure that all team members confirm their work assignments and agree due dates and quality standards

### **Learning Programme Delivery**

- 1) Using the input from the Curriculum development specialist, coordinate the development of the learning design (course/workshop/training etc), the participant material and the presenter materials
- 2) Coordinate the loading of electronic portions of the learning curriculum into the learning platform

### **IT Competence Development Programme coordination**

- 1) Coordinate the development of the detailed schedule and work assignments
- 2) Coordinate the delivery of the work packages and the activities on the schedule

### **Project Learning Coordination and Monitoring**

- 1) Monitor and control the performance of the learning related activities as per the agreed schedule. Escalate or engage team leads as needed.
- 2) Follow up and reminders for all activities and events related to the learning scope
- 3) Work with the PEU to arrange and support all meetings, working sessions and events (training and otherwise) related to the learning scope
- 4) Report weekly, monthly and quarterly on all learning related activities
- 5) Identify, record, report and track to completion all risks, issues and problems that will negatively impact the project learning components

## Methodology and Standards

The consultant is expected to use accepted and proven methodologies for carrying out the assignment. *The consultant must identify the relevant local and international standards for learning technologies, and demonstrate how these are applied to the assignment.*

The consultant should prepare a detailed methodology (approach) and work plan indicating how the objectives of the assignment shall be achieved.

The project schedule portion of the work plan must be developed using MS projects or Excel and must be loaded into the Online Project management portal.

The work plan submitted should show the allocation of time to each of the key components of the project and detailed scheduling should be provided to support the methodology outlined.

All documentation produced must meet the documentation standards for the project and must be reviewed and approved by the relevant TWG stakeholders as per the project operating manual or agreed quality procedures.

Utilize current and effective tools for constant communications, including but not limited to Wats App, Telephones, Email and any others.

## Deliverable and Milestones

Objective	Deliverables	Milestone
On Boarding and Documentation review	Meetings with training team to discuss the scope of the training and status of activities	Consultant on boarded
Compile work plan and update as the project plan requires	Consultant work plan	Completion of consultant work plan
Review the relevant international standards and recommend those elements that should be	Scope and Standards Review	Review of project scope, relevant standards and methods completed

<b>Objective</b>	<b>Deliverables</b>	<b>Milestone</b>
applied to the project in order to support the project objectives.		
Compile detailed schedule, work assignments and deliverables quality plan for all elements within the scope of the learning components of SSP	Project plan and schedules for Learning component (and relevant updates as required or scheduled)	Annual project plan and detailed schedule for Learning related work packages completed
Coordinate TWG meetings	Meeting and event plans	Fortnightly TWG team meetings completed
Coordinate the development of the learning design, the participant material and the presenter materials	Learning programme evaluation results	Learning deliverables published, as per schedule
Coordinate the loading of electronic portions of the learning curriculum into the learning platform	Learning programme materials including learning programme directory	Learning programme material loaded and filed
Compile status and progress reports against workplan on an ongoing basis.	Weekly, monthly and quarterly status reports as per the project operating manual and the stakeholder requests.	Periodic Reports and Final Report completed.

## **Duration**

Twenty-two (22) months

## **Qualifications**

- **Academic Degree / Level & Years of Professional Work Experience:**
  - PMP certified
  - Bachelor in Human Resource Management with specialization in training
  - Experience in using Kirpatrick Level 1-3 Training Evaluation.
  - At least 5 years' experience in managing similar projects
  - General knowledge and understanding of ICT.
- **Languages:**
  - Excellent writing skills and command of the English Language (oral and written).
- **Areas of Expertise:**
  - Previous experience in the design and implementation of Training solution is mandatory.
  - Additional project experience in large, sensitive and complex environment.
- **Skills:**
  - Excellent strategic leadership and management skills with analytical and strategic thinking;
  - Working computer proficiency, including the ability to utilize MS Office Suite.

- Excellent problem-solving skills.
- Excellent communication (both written and verbal) skills and relationship management.
- Proven track record of working effectively within multi-disciplinary teams.
- Experience undertaking multilateral funded projects would be a distinct advantage.
- Good organizational, analytical, team-building, problem solving, communication and negotiating (including conflict resolution) skills.
  
- Ability to quickly build and maintain productive relationships with high level Government officials and other key stakeholders, including those in the donor community and private sector.
- Public speaking skills

## **Reporting**

The Consultant will report directly to the Project Director, Project Executing Unit and work directly with the Training Technical Working Group (TWG) team lead.

He/she will liaise and consult with the Ministry of National Security and the Agencies involved in SSP on matters relating to the Project, as necessary.

## **Location**

Offices of the National Police College of Jamaica primarily and the offices of PEU , with mobility as needed taking into account the locations of the various stakeholders and other scenes of action, and demands of the assignment, day to day. Consultant's premises as necessary.

## **Type of Consultancy**

Individual

## **Payment Schedule**

The payment schedule will be based on completion of the major phases as evidenced in the completion of the deliverables as noted below.

- 15% on completion of the documentation review and onboarding
- 15% on completion of the consultant work plan and schedule of activities
- 60% payable in monthly installments, as a retainer for consulting on all elements. Monthly invoices accompanied by status reports due.
- 10% on satisfactory completion of contract and submission of all deliverables (including the Final Report)

## **Tax Compliance**

The selected consultant will be required to obtain a valid Tax Compliance Letter (TCL) prior to contract award.

## **Document Control**

Distribution

For use by the SSP PEU, the relevant TWG and the consultant involved in the scope of work.

## Version Control

Version #	Updated By	Revision Date	Approved By	Approval Date	Reason
1.0	Latoya		N/A	N/A	Initial draft for review
2.0	Jermaine Brown	30 January 2019	N/A	N/A	Update into SSP template
3.0	Gillian Mitchell	7 <sup>th</sup> March 2019	N/A	N/A	Reviewed and updated Qualifications
4.0	Karen Smythe-Witter	14 <sup>th</sup> May 2019	N/A	N/A	Updated objectives/deliverable/milestones. Prepared consolidated NPCJ TOR document with all TORs
5.0	Jermaine Brown	10Jun2019			Created separate documents for each TOR based on the agreed details in the consolidated NPCJ TOR document. Add qualification and payment schedule.
6.0	KSW	24Jun			Final review and update Circulated for approval
6.1	Donald Miller	June 28, 2019	N/A		Updated deliverables, payment schedule milestone
7F			TWG Team Lead		Approved final

## **Section 3.**

### **Bid Submission Letter**

## Bid Submission Letter

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your advertisement dated [*Insert Date*] and my Submission. I am hereby submitting my Curriculum Vitae.

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

I undertake, if my Curriculum Vitae is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Terms of Reference.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

## **Section 4.**

### **Specimen of Standard Contract**

SAMPLE CONTRACT FOR  
INDIVIDUAL CONSULTING SERVICES

LUMP-SUM PAYMENTS  
(IADB FINANCED)

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has requested] financing from the Inter-American Development Bank (hereinafter called the “Bank”) towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Loan Contract [or Technical Cooperation Agreement], and (iii) that no party other than the Client shall derive any rights from the Loan Contract [or Technical Cooperation Agreement] or have any claim to the proceeds of the financing.

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex B, “Consultant’s Reporting Obligations.”
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
  - A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below:<sup>1</sup>

*[insert amount and currency]* per month over the contract period upon the Client's receipt of the services as per the scope of activities in Annex A, acceptable to the Client.

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant, and approval by the Client, of invoices in duplicate and the respective deliverables as established in Annex B.

**4. Project Administration**

A. Coordinator.

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

B. Reports.

The reports listed in Annex B, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex B.

document by the Consultant, to analyze same, make comments, require revisions and/or corrections, or to accept it.

- 6. Relation between the parties** None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the parties, their representatives and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of an independent contractor.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the [Client or the Bank<sup>1</sup>]. The Consultant may retain a copy of such documents and software<sup>2</sup>.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the [*insert Client's country*], and the language of the Contract shall be English.
- 12. Dispute Resolution<sup>4</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 13. Eligibility** (a) The Consultant shall have the nationality of a Bank's member country. A Consultant shall be deemed to have the nationality of a country if he/she complies with the following requirements:  
**An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:

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<sup>1</sup> Select Client, if the resources of the financing are from a Loan Contract: or Bank, if the resources are provided from a Technical Cooperation.

<sup>2</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8

<sup>4</sup> In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

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

In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purpose of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods. The Consultant shall submit the form " Eligibility and Integrity Certificate" (Appendix A), included as part of the Contract Forms, declaring that the goods and related services have as their origin a member country of the Bank. The submission of this form to the Client shall be a condition for receiving payment. The Client reserves the right to require any additional information from the Consultant to verify that the goods and related services have as their origin a member country of the Bank.

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

#### **14. Conflict of Interest**

The Consultant:

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

#### **15. Fraud and Corruption**

The Bank requires that all Consultants (including their respective officers, employees and agents) observe the Bank's Policies for the Selection and Contracting of Consultants financed by the Bank. In particular, the Bank requires that all Consultants (including their respective officers, employees and agents) bidding for or participating in a Bank-financed project adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Selection Process and throughout the negotiation or execution of a Contract. Fraud and corruption are

prohibited<sup>5</sup>. The Bank shall also take action in the event of any deed or complaint involving alleged acts of fraud and corruption, in accordance with administrative procedures of the Bank.

#### **16. Cancellation of the Contract**

Without constituting a breach of contract by either party, the present contract may be cancelled for the following reasons: (a) agreement between both parties; and (b) force majeure that may disable the fulfillment of the obligations by of the parties, if written notice is sent fifteen days beforehand. In this event, the relationship will be settled and the Consultant paid for

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<sup>5</sup> The Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available on the Bank's website ([www.iadb.org](http://www.iadb.org)), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. Allegations may be presented to the OII confidentially or anonymously.

services rendered up to the date of submission of the written justification. In both cases the Client will inform the Bank of the termination of the contract.

**17. Amendments**

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

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

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

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

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

## **Section 5.**

### **Eligible Countries and Territories**

## ELIGIBLE COUNTRIES/TERRITORIES

A Consultant, and all parties constituting the Consultant, shall be nationals of member countries of the Bank. Consultants from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. This section lists the Bank's member countries, as well as the criteria to determine the nationality of Consultants and the country of origin of goods and consulting services.

“Eligible countries are: Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People's Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, and United States, Uruguay and Venezuela.

Eligible Territories are:

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands
- d) Hong Kong – as a Special Administrative Region of the People's Republic of China”

### Nationality and origin of Goods and Services Criteria

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

#### (A) Nationality.

- a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
  - i. is a citizen of a member country; or
  - ii has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
- b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
  - i. is legally constituted or incorporated under the laws of a member country of the Bank; and
  - ii. more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

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

## (B) Origin of Services.

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

## **Prohibited Practices**

1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank<sup>3</sup> all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

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

- (i) A "corrupt practice" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
- (v) An "obstructive practice" which is:
  - a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1 (f) below.

(b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual

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<sup>3</sup> [Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions](#) among the IFIs are available [on](#) the Bank's website ([www.iadb.org/integrity](http://www.iadb.org/integrity)).

bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:

- (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
  - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
  - (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
  - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
  - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated<sup>4</sup> sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
  - (vi) refer the matter to appropriate law enforcement authorities; and/or
  - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.
- (f) The Bank requires that all applicants bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the

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<sup>4</sup> A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

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

2. By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;

- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).

## **Section 6.**

### **Evaluation Criteria**

**MINISTRY OF NATIONAL SECURITY**  
**INTERVIEW ASSESSMENT SHEET**  
**Learning Coordination Specialist Consultant**  
**SECURITY STRENGTHENING PROJECT (SSP)**

Date: \_\_\_\_\_

Name of Candidate: \_\_\_\_\_

Interviewer: \_\_\_\_\_

#	CRITERIA	MAX Points	Points Awarded	Comments
<b>1.</b>	<b>Specific Qualifications of the Candidate Relevant to the Assignment as Outlined in Terms of Reference:</b>	<b>25</b>		
	Bachelor in Human Resource Management with specialization in training	15		
	PMP certified	10		
<b>2.</b>	<b>Specific Experience of Candidate as Described in the Terms of Reference</b>	<b>45</b>		
	At least 5 years' experience in managing similar projects a) 5 or more years – 20 points b) 3 - 4 years – 15 points c) 1- 2 years – 10 point	20		
	Experience in using Kirpatrick Level 1-3 Training Evaluation a) 5 or more years – 15 points b) 3 - 4 years – 10 points c) 1- 2 years – 5 point	15		
	Experience undertaking multilateral funded projects would be a distinct advantage	10		
<b>3.</b>	<b>Problem Solving and Technical Skills:</b>	<b>20</b>		
	Previous experience in the design and implementation of Training solution is mandatory.	4		
	Additional project experience in large, sensitive and complex environment.	4		

#	CRITERIA	MAX Points	Points Awarded	Comments
	Experience undertaking multilateral funded projects would be a distinct advantage			
	Working computer proficiency, including the ability to utilize MS Office Suite.	4		
	Excellent problem-solving skills.	4		
	General knowledge and understanding of ICT	4		
<b>4.</b>	<b>Customer Service, Time Management and Interpersonal Skills:</b>	<b>10</b>		
	Excellent communication (both written and verbal) skills and relationship management.	5		
	Excellent strategic leadership and management skills with analytical and strategic thinking;	2		
	Proven track record of working effectively within multi-disciplinary teams.	3		
	<b>TOTAL POINTS</b>	<b>100</b>		<b>Minimum Pass Mark: 70%</b>

Strongly Recommended       Recommended       Possible       Not Recommended

**Comments** (including overall suitability)

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Signature of Interviewer \_\_\_\_\_

Date \_\_\_\_\_