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**National Water Commission**

**REQUEST FOR PROPOSALS**

**Program Management  
Services**

**To Support the Implementation of**

**Jamaica Water Supply  
and Sewerage Projects**

2011 August



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**REQUEST FOR PROPOSALS**

***JAMAICA WATER SUPPLY  
AND SEWERAGE PROJECTS***

***Program Management Services***



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## Section 1. Letter of Invitation

Dear Sirs:

1. National Water Commission (NWC) has committed funds to engage qualified firms to provide professional services to support the development and implementation of the Jamaica Water Supply and Sewerage Projects, for which this Request for Proposals (RFP) is issued.
2. NWC now invites proposals from qualified firms to provide Program Management Services for projects based on the following **three (3) Packages**:
  1. Potable Water Production Capacity Improvement, Non-Revenue Water (NRW) Reduction, Energy Cost Reduction, Water Supply Extension and Water Distribution System Improvement in Northern Parishes (i.e. Hanover, St. James, Trelawny, St. Ann, St. Mary and Portland);
  2. Potable Water Production Capacity Improvement, Non-Revenue Water (NRW) Reduction, Energy Cost Reduction, Water Supply Extension and Water Distribution System Improvement in Southern Parishes (i.e. Westmoreland, St. Elizabeth, Manchester, Clarendon, St. Catherine, Kingston, St. Andrew and St. Thomas);
  3. Sewerage Systems Improvement and Expansion island-wide.

Details of these Packages will be provided to Consultants who indicate an interest in submitting proposals. Consultants who are interested in bidding for more than one package must submit a separate technical and financial proposal for each package. NWC reserves the right to not award more than one package to any one Consultant.

Additional information on the scope of the required services is included in the Terms of Reference (TOR) included in Section 5 of this document.

3. Firms will be selected under the **Quality-Cost Based Selection (QCBS)** procedures described in this RFP, in accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures. This Handbook can be found at the following website: [www.mof.gov.jm](http://www.mof.gov.jm).
4. The RFP includes the following Sections:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms and Appendix
  - Section 5 - Terms of Reference and Bid Confirmation Form

5. Firms that intend to submit technical and financial proposals are requested to confirm this by completing the Bid Confirmation Form (BCF) included at the end of Section 5 of this document and submitting it by September 9, 2011. The information provided in the BCF will be used by NWC to communicate with firms that confirm their intent to bid.
6. This RFP is open to all qualified firms and not restricted to a short-list of firms. References to short listed firms may be treated as references to firms that independently confirm an intent to bid.

Yours sincerely,

*Albert C. Gordon*



## Section 2. Instructions to Consultants

*The Instructions to Consultants are derived from the Government of Jamaica "Procurement of Services Open and Selective Tendering - Standard Request for Proposals". Changes to address specific project issues are introduced through the Data Sheet.*

### Definitions

- a. "Procuring Entity" means the agency with which the selected Consultant signs the Contract for the Services.
- b. "Consultant" means any entity or person that may provide or provides the Services to the Procuring Entity under the Contract.
- c. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d. "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- e. "Day" means calendar day.
- f. "Government" means the Government of Jamaica
- g. "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- h. "LOI" (Section 1 of the RFP) means the Letter of Invitation from the Procuring Entity to qualified Consultants.
- i. "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- j. "Proposal" means the Technical Proposal and the Financial Proposal.

- k. "RFP" means the Request For Proposal to be prepared by the Procuring Entity for the selection of Consultants, based on the SRFP.
- l. "SRFP" means the Standard Request for Proposals, which must be used by the Procuring Entity as a guide for the preparation of the RFP.
- m. "Services" means the work to be performed by the Consultant pursuant to the Contract.
- n. "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.
- o. (p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

## 1. Introduction

- 1.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 Qualified Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend the pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Procuring Entity's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to

make appropriate arrangements.

- 1.4 The Procuring Entity will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

*N.B. GOJ reserves the right not to award a contract to any party with whom we are currently in litigation or in the past engaged in litigation.*

**Conflict of Interest**

- 1.6 GOJ policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Procuring Entity's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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

**Conflicting activities**

- (i) A firm that has been engaged by the Procuring Entity to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or

implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

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

**Conflicting relationships**

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

- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to

disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Procuring Entity shall work as Consultants under their own Ministries, Departments or Agencies. Recruiting former government employees of the Procuring Entity to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Consultant 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 Procuring Entity by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

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

**Fraud and  
Corruption**

1.7 The Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:

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

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

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a

procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;

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

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

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

- 1.8 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Origin of Goods and Consulting Services**
- 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except where:
- the procurement is covered under a Free Trade Agreement
  - a multilateral funding agency policy which limits the origin.
  - the procurement is limited to local consultants
- Only one Proposal**
- 1.11 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity**
- 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or

**Documents**

by standard electronic means to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

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

**3. Preparation of Proposals**

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

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

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

(a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Procuring Entity if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture,

all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

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

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

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

#### Language

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

#### Technical Proposal Format and Content

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

- (a) (i) For the FTP only: a brief description of the

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

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Entity (Form TECH-3 of Section 3).
  - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the

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

- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

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

### Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all

costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

#### **Taxes**

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Procuring Entity under the Contract. The Procuring Entity will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures November, 2008 (<http://www.mof.gov.jm>) the Bidder shall have to demonstrate that they have paid such taxes, duties, fees and other impositions as may be levied in Jamaica.

- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Procuring Entity may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

#### **4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must

initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be deposited in the TENDER BOX provided at the address referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Procuring Entity shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-

- responsive.
- 4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Procuring Entity after the deadline for submission shall be returned unopened.
- 4.6 The Procuring Entity shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Entity in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial**
- 5.4 After the technical evaluation is completed the Procuring Entity shall notify those Consultants whose Proposals did not meet the minimum qualifying mark

**Proposals (only for QCBS, FBS, and LCS)**

or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. Where possible the financial proposals should be opened publicly. In this case ,the Procuring Entity shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, of the date, time and location for opening of the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Procuring Entity will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Procuring Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Procuring Entity to ensure satisfactory implementation of the assignment. The

Procuring Entity shall prepare minutes of negotiations which will be signed by the Procuring Entity and the Consultant.

**Financial negotiations**

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Procuring Entity's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Entity with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**Availability of Professional staff/experts**

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**Conclusion of the negotiations**

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Entity will

invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

## **7. Award of Contract**

7.1 After completing negotiations the Procuring Entity shall award the Contract to the selected Consultant and publish notice of the award on its website or the respective MDB website in the case of multilaterally funded contracts.. The Procuring Entity shall promptly notify all Consultants who have submitted proposals. After Contract signature, the Procuring Entity shall return the unopened Financial Proposals to the unsuccessful Consultants.

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

## **8. Confidentiality**

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

**DATA SHEET**

<b>Paragraph Reference</b>	
1.1	Name of the Procuring Entity: <b>National Water Commission</b> Method of selection: <b>Quality-Cost Based Selection (QCBS)</b>
1.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>  Name of the assignment is: <b>Program Management Services to Support the Implementation of Jamaica Water Supply and Sewerage Projects</b>
1.3	A pre-proposal conference will be held: <b>No</b>  The Procuring Entity's representative is: <b>Albert C. Gordon</b> Address: <b>28-48 Barbados Avenue, Kingston 5, Jamaica, W. I.</b> Telephone: <b>(876) 926 1393</b> Facsimile: <b>(876) 929 6285</b> E-mail: <a href="mailto:albertc.gordon@nwc.com.jm">albertc.gordon@nwc.com.jm</a> Copy: <a href="mailto:ena.lee@nwc.com.jm">ena.lee@nwc.com.jm</a>
1.4	The Procuring Entity will provide the following inputs and facilities: <b>Required office, telecommunication and Internet facilities.</b>
1.6.1 (a)	The Procuring Entity envisages the need for continuity for downstream work: <b>No</b>
1.12	Proposals must remain valid until: <b>180 days after the submission due date.</b>

2.1	<p>Clarifications may be requested no later than <b>15</b> days before the submission due date.</p> <p>The address for requesting clarifications is:  Name: Albert C. Gordon  Address: 28-48 Barbados Avenue, Kingston 5, Jamaica, W. I.  Telephone: (876) 926 1393  Facsimile: (876) 929 6285  E-mail: <a href="mailto:albertc.gordon@nwc.com.jm">albertc.gordon@nwc.com.jm</a>  Copy: <a href="mailto:ena.lee@nwc.com.jm">ena.lee@nwc.com.jm</a></p>
3.1	<p>Proposals shall be submitted in the following language:  <b>English</b></p>
3.3 (a)	<p>Shortlisted Consultants may associate with other shortlisted Consultants: <b>N/A</b></p>
3.3 (b)	<p>The <i>estimated</i> number of professional <i>staff-months</i> required for the respective <b>Packages</b> are as follows:</p> <ol style="list-style-type: none"> <li>1. Water Supply Projects - Northern Parishes - <b>240 man-months</b></li> <li>2. Water Supply Projects - Southern Parishes - <b>240 man-months</b></li> <li>3. Sewerage Improvement and Expansion - <b>180 man-months</b></li> </ol>
3.4	<p>The format of the Technical Proposal to be submitted is:  <b>Full Technical Proposal (FTP).</b>  <b>Consultants may bid on one or more Packages. A separate Technical Proposal is to be submitted for each Package.</b></p>
3.4 (g)	<p>Training is a specific component of this assignment: <b>Yes</b>  Counterpart NWC staff are to be trained in the respective areas in order to allow NWC carry out activities similar to those to be performed by the Consultants.</p>
3.6	<p><b>A separate Financial Proposal is to be submitted for each Technical Proposal.</b></p> <p><i>Reimbursable Expenses</i></p> <ol style="list-style-type: none"> <li>(1) Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Procuring Entity's country for purposes of the Services;</li> <li>(2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the</li> </ol>

	<p>most direct practicable route;</p> <p>(3) Cost of office accommodation, investigations and surveys;</p> <p>(4) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) Cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) Other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) Cost of such further items required for purposes of the Services not covered in the foregoing.</p>
<p><b>3.7</b></p>	<p>Amounts payable by the Procuring Entity to the Consultant under the contract to be subject to local taxation: <b>Yes</b></p> <p>If affirmative, the Procuring Entity will:</p> <p>(a) Reimburse the Consultant for any such taxes paid by the Consultant: <b>Yes</b>; or</p> <p>(b) Pay such taxes on behalf of the Consultant: <b>No</b></p> <p>At the time of the contract award overseas bidder shall present to the Procuring Entity a valid Tax Compliance Certificate. Local bidders shall submit their Tax Compliance Certificate at the time of bid submission.</p>
<p><b>3.8</b></p>	<p>Consultant to state local cost in the national currency: <b>Yes</b></p>
<p><b>4.3</b></p>	<p>Consultant must submit the original and <b>5</b> copies of the Technical Proposal, and the original of the Financial Proposal.</p>

4.5	<p>The Proposal submission address is:</p> <p style="text-align: center;"><b>National Water Commission Finance and Administration Department 18 Oxford Road Kingston 5 Jamaica. W.I.</b></p> <hr/> <p>Proposals must be submitted no later than the following date and time: <b><u>3:00 p.m. on Thursday October 6<sup>th</sup> 2011</u></b></p>
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: right;"><b><u>[Maximum Points]</u></b></p> <p>(i) Specific experience of the Consultants relevant to the assignment: <i>maximum points for criterion (i): [15]</i></p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p style="margin-left: 20px;">a) Technical approach and methodology b) Work plan c) Organization and staffing</p> <p style="text-align: right;"><i>maximum points for criterion (ii): [20]</i></p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p style="margin-left: 20px;">a) Team Leader b) NRW/Water Supply/Wastewater Engineers/Specialists c) Project Management Specialist d) Economist/Financial Analyst e) Legal Officer/Procurement Specialist f) Other</p> <p style="text-align: right;"><i>maximum points for criterion (iii): [45]</i></p> <p>(The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following (General qualifications Adequacy for the assignment Experience in region and language)</p>

	<p>(iv) Training and Technology Transfer</p> <p>a) Qualification of trainers b) Relevance of training program c) Training approach and methodology d) Technology transfer program</p> <p style="text-align: right;"><i>maximum points for criterion (iv): [10]</i></p> <p>(v) Participation by nationals among proposed key staff</p> <p style="text-align: right;"><i>maximum points for criterion (v): [10]</i></p> <p style="text-align: right;"><b>Maximum points for all criteria: 100</b></p> <p><i>For each criterion, a minimum of 50% of the maximum points must be scored to pass.</i></p> <p><b>The minimum technical score <u>St</u> required to pass is: <u>70</u> Points.</b></p>
5.6	<p>The single currency for price conversions is: <b>United States Dollars</b></p> <p>The source of official selling rates is: <b>Bank of Jamaica</b></p> <p>The date of exchange rates is: <b>Last Business Day of Prior Month</b></p>
5.7	<p>The formula for determining the financial scores is as follows:</p> <p><b><math>S_f = 100 \times F_m / F</math></b>, in which</p> <ul style="list-style-type: none"> <li>- <b>S<sub>f</sub></b> is the financial score,</li> <li>- <b>F<sub>m</sub></b> is the lowest price</li> <li>- <b>F</b> the price of the proposal under consideration.</li> </ul> <p>The weights given to the Technical and Financial Proposals are:</p> <p><b>T = 0.8</b> <b>P = 0.2</b></p>
6.1	<p>Expected date and address for contract negotiations:</p> <p><b>Date : November 15<sup>th</sup> 2012</b> <b>Address : 28-48 Barbados Avenue, Kingston 5, Jamaica</b></p>
6.3	<p>Consultants are required to provide the Procuring Entity with the information on remuneration rates as described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.</p>
7.2	<p>Expected date for commencement of consulting services is: <b>April 2012.</b></p>



## Section 3. Technical Proposal - Standard 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.*

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

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Procuring Entity
  - A On the Terms of Reference
  - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

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**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

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

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

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

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

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

We remain,

Yours sincerely,

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

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

Name of Firm: \_\_\_\_\_

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

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- 1 *[In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]*
- 2 *[Delete in case no association is foreseen.]*

## **FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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### **A - Consultant’s Organization**

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

## B - Consultant's Experience

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

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

Firm's Name: \_\_\_\_\_

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND  
ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PROCURING  
ENTITY**

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**A - On the Terms of Reference**

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

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Procuring Entity according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

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**FORM TECH-4      DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN  
FOR PERFORMING THE ASSIGNMENT**

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(For small or very simple assignments the Procuring Entity should omit the following text in *Italic*)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

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

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>Professional Staff</b>				
<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>

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**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**


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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.*]:

From [Year]: \_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[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.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Procuring Entity: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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### 13. Certification:

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*      Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

### FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home ]																
		[Field]																
2																		
3																		
n																		
												<b>Subtotal</b>						
<b>Local</b>																		
1		[Home ]																
		[Field]																
2																		
n																		
												<b>Subtotal</b>						
												<b>Total</b>						

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

Full time input  
 Part time input



## Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

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**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**


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[Location, Date]

To: [Name and address of Procuring Entity]

Dear Sirs:

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

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

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<sup>2</sup>:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: \_\_\_\_\_

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- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

**FORM FIN-2 SUMMARY OF COSTS**

Item	Costs			
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal <sup>2</sup>				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Procuring Entity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

### FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

<b>Group of Activities (Phase):<sup>2</sup></b> <hr/> <hr/>	<b>Description:<sup>3</sup></b> <hr/> <hr/>			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

### FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

Group of Activities (Phase): _____							
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency # 1] <sup>6</sup>	[Indicate Foreign Currency # 2] <sup>6</sup>	[Indicate Foreign Currency # 3] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
<b>Foreign Staff</b>							
		[Home]					
		[Field]					
<b>Local Staff</b>							
		[Home]					
		[Field]					
<b>Total Costs</b>							

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

**FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home] ----- [Field]
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
<b>Local Staff</b>		
		[Home] ----- [Field]
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----
		----- -----

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

### FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>

Group of Activities (Phase): _____								
N o.	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Procuring Entity's personnel <sup>6</sup>							
<b>Total Costs</b>								

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency.  $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$ .
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Entity)

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Unit</b>	<b>Unit Cost<sup>2</sup></b>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Procuring Entity's personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

## *Appendix*

### **Financial Negotiations - Breakdown of Remuneration Rates**

#### **1. Review of Remuneration Rates**

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Entity is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**  
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) **Bonus**  
Bonuses are normally paid out of profits. Because the Procuring Entity does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

## (iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

## (iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Entity is not charged for the leave taken.

## (v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

## (vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses,

<sup>1</sup> Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) **Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

**2. Reimbursable expenses**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

**3. Bank Guarantee**

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

## Sample Form

Consulting Firm:

Country:

Assignment:

Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

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

**Consultant’s Representations Regarding Costs and Charges**

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sub>1</sub>	Overhead <sub>1</sub>	Subtotal	Fee <sub>2</sub>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sub>1</sub>
Home Office									
Field									

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

## Section 5. Terms of Reference

### Background

National Water Commission (NWC) intends to develop and implement major water supply and sewerage system projects across the country over the next five years. It is expected that NWC will spend approximately US\$600 Million on these works island-wide primarily aimed at:

- (a) Reducing Non-Revenue Water (NRW) and energy cost and improving water transmission and distribution systems;
- (b) Improving and expanding potable water production facilities;
- (c) Rehabilitating and expanding sewage collection, treatment and disposal systems.

NWC has prepared its Water Supply Parish Plans and Sewerage Services Parish Plans, which provide the framework for the development of its Capital Program. Projects will be selected from these plans based on net benefit.

NWC recognizes that the available in-house resources are inadequate to meet the requirements to successfully implement the required projects. NWC is therefore seeking the services of qualified firms to provide Program Management Services to support the implementation of priority water supply and sewerage projects based on the Parish Plans.

### Objectives

The main object of the assignment is to provide assistance to NWC in selecting and implementing the water supply and sewerage projects based on the NWC Parish Plans. The services will be required for five years. Highest priority projects, based on net benefit to NWC, amounting to the equivalent of US\$600 Million are to be implemented over the five year period. These will be implemented in three Programs as follows:

1. **Program 1 : Water Supply Projects (Northern Parishes)** - Potable Water Production Capacity Improvement, Non-Revenue Water (NRW) Reduction, Energy Cost Reduction, Water Supply Extension and Water Distribution System Improvement in Northern Parishes;
2. **Program 2: Water Supply Projects (Southern Parishes)** - Potable Water Production Capacity Improvement, Non-Revenue Water (NRW) Reduction, Energy Cost Reduction, Water Supply Extension and Water Distribution System Improvement in Southern Parishes;

3. **Program 3: Sewerage Systems Improvement and Expansion** – Refurbishing of wastewater treatment plants and sewerage facilities, extension of sewer network and establishment central sewerage systems in major towns of the country.

Details of work involved in the respective programs are included in the NWC Parish Plans for Water and Sewerage Systems Development. These plans will be made available to interested applicants.

## Scope of Services

The professional services of a qualified Consultant are required to provide program management services to NWC for each of the three programs. Interested firms are required submit a separate set of technical and financial proposals for each Program. These services shall cover all the technical responsibilities needed in the development and management of water supply and sewerage projects. The Consultant shall provide all the necessary staff to achieve the objectives of the Program. It is intended also to strengthen project management capability of NWC.

The Scope of Services required for each Program includes the following:

- ❖ Selection and Prioritization Project and Development of the Overall Program
- ❖ Development of Standard Operating Procedures
- ❖ Development of a Quality Assurance/Quality Control Program
- ❖ Oversight and Co-ordination
- ❖ Project Implementation Planning, Tracking and Performance Monitoring
- ❖ Cost Estimation/Control
- ❖ Reporting
- ❖ Document Management
- ❖ Other Expert Services as required

***Selection and Prioritization of Projects and Development of Overall Program***

A Consultant will be engaged as Program Manager (PM) for each Program and will be required to:

- Assist in the selection and prioritization of projects that are to be included in the Program, based on the Parish Plans, and expected benefits. This will include evaluating individual or groups of projects proposed in the Water Supply and Sewerage Parish Plans, undertaking technical and economic assessments of these projects and assisting in the development of selection criteria.
- Develop specific and measurable goals for the design and execution of all elements of the Program.
- Identify the critical success factors and the resource requirements that will ensure the successful implementation of the Program.
- Develop policies and procedures that will establish the framework for the administration and implementation of the various projects that will form part of the Program, as well as methods to support its successful execution.
- Assist in preparing RFPs for the selection of engineering consultants to undertake detailed design and construction supervision.

***Development and Implementation of Standard Operating Procedures***

Within the first eight weeks, Standard Operating Procedures are to be prepared for all aspects of the Program. These include project management processes such as those for bidding, analysis of risks, progress reports and execution of contracts; and standardization of design plans and specifications that are consistent with requirements of NWC and other relevant agencies including the National Works Agency (NWA) and the National Environment and Planning Agency (NEPA). It is important that the processes that are developed demonstrate that each design is compatible with the goals and requirements of the Program.

***Development and Implementation of a QA/QC Program***

The PM will develop and execute a comprehensive Quality Assurance/Quality Control (QA/QC) plan and provide procedures and processes that will assure compliance with the objectives of the Program and the standards of NWC and other agencies.

The Consultant will review and audit projects and identify areas that should be addressed to ensure that they are successfully implemented.

### ***Oversight and Coordination***

The PM will relate with Engineering Consultants who are engaged to provide engineering design services for different elements of the Program. The PM's role in this respect will include reviewing the work of these consultants and advising NWC on the outcome of such review, and ensuring that standards are maintained and acceptable work output is achieved. The PM will be responsible for ensuring that the design engineers meet the schedules that are established and report to NWC on the performance of these engineers on a regular basis.

The PM will review invoices submitted by the engineering consultants and make recommendations to NWC regarding payments.

The PM will ensure that pertinent documents related to the projects are prepared and reviewed on a timely basis.

It is important that the PM regularly liaise with the relevant key NWC personnel for the respective projects throughout the project development and implementation phases to ensure that all critical issues are adequately addressed and there is buy-in and commitment to the projects by major stakeholders.

The PM will develop a maintenance and operations review process to determine safe, reliable and cost effective solutions to maintenance and operational concerns.

Where appropriate, the PM shall formulate alternative means of project delivery such as the "Design-Build" or "Build, Own, Operate and Transfer" (BOOT) approaches.

### ***Project Implementation Planning, Tracking and Monitoring***

The PM shall develop comprehensive implementation plans and schedules for all the projects that form part of the Program. This should be done using appropriate project management tools and technologies that will be shared with key persons in NWC. This will include "dashboard" features for NWC staff to monitor the progress of the Program.

### ***Cost Estimation and /Control***

The PM shall review the initial estimates provided in the Parish Plans and revise these as appropriate. These estimates shall be continuously refined as detailed assessments are conducted for the respective projects that form the Program. At a minimum, the cost will include design, easement, construction, administration and Program management cost.

The PM will develop and manage the review of cost controls to clearly identify the impact of project cost and scope variation and recommend to NWC appropriate remedies that should be implemented.

***Reporting***

The PM will be required to prepare regular reports on the progress of the Program. In addition, the PM is expected to provide reports from time to time based on technical, financial and economic review of the various elements of the Program. At a minimum, the following reports are required:

- (a) An Inception Report that is to be submitted within eight (8) weeks after the commencement of the contract. This should address all pertinent issues related to the execution of the activities for the Program based on the initial work activities.
- (b) Monthly Progress report on all elements of the Program. This is to include physical progress, financial matters and details of any issue that could adversely impact the execution of the projects. This report can be used to provide warnings of anticipated problems, highlight changes in schedules and serve as a means of setting out the work program for the following months.
- (c) Evaluation Reports for the selection of engineering consultants and contractors for the various works
- (d) A Completion Report is to be submitted within one month after the completion of each major project.

The PM shall use appropriate tools and technologies to account for all costs of the Program and to determine the cash flow requirements and projections. The PM shall review proposed strategies for funding, including alternative sources and procedures. This must include, at minimum, periodic reports that document the “planned cash flow” versus “actual cash flow” as the Program develops. Relevant data to be tracked should be posted on the customized “dashboard”.

The PM shall review the preliminary budgets for the individual projects and provide recommendations on how project budgets should be updated as the Program proceeds forward by reviewing the individual components of the budgets. This includes design, Program consulting efforts, construction management and inspection, contracting costs, and industry appropriate level of contingency.

The PM shall coordinate the Program budget with the plan schedule. The PM shall review and ensure compliance with the Program’s needs and constraints regarding the overall budget. The PM shall also coordinate and review the development of the budget to ensure that the Program has sufficient funds to allow successful project completion.

### ***Document Management***

The PM shall develop and maintain a comprehensive document management and imaging system that will capture all documents required for the Program in a central repository indexed for quick viewing and oversight and available to the “dashboard”.

### ***Other Expert Services***

The PM will provide other expert services to NWC as required to ensure the successful completion of the projects. This may include specialists such as hydrogeologists, geo-technical surveyors, etc.

## **Training**

Knowledge transfer to NWC staff will be a part of the services provided by the PM, and the training of persons such as NWC Project Managers and Project Engineers shall be undertaken. This will include training them in the use of project management tools and technologies and facilitating their active use of these items. The aim is to enhance project management processes and strengthen project management capability of NWC.

**BID CONFIRMATION FORM**

<b>Name of Project</b>	<b>Program Management Services to Support the Implementation of Jamaica Water Supply and Sewerage Projects</b>
<b>Company Name</b>	
<b>Mailing Address</b>	
<b>Name of Contact</b>	
<b>E-Mail Address</b>	

WE WILL BE SUBMITTING TECHNICAL AND FINANCIAL PROPOSALS

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

***In order to receive further information about the Request for Proposal this form is to be completed and returned via e-mailed by the date indicated to:***

**E-mail address : [albertc.gordon@nwc.com.jm](mailto:albertc.gordon@nwc.com.jm)**

*And copied to:*

**E-mail Address : [ena.lee@nwc.com.jm](mailto:ena.lee@nwc.com.jm)**

ALL PROSPECTIVE BIDDERS THAT HAVE OBTAINED THE BIDDING DOCUMENTS FROM THE EMPLOYER AND WHO HAVE COMPLETED THE BID CONFIRMATION FORM WILL BE NOTIFIED OF THE MODIFICATIONS OR AMENDMENTS BY E-MAIL COMMUNICATION, WHICH SHALL BE BINDING ON THEM.