

*Terms of Reference*  
*for the provision of*  
**INDIVIDUAL SPECIALIST  
CONSULTANCY SERVICES**  
*to the*



**Date: February 11, 2007.**

## **1.0 Introduction**

The National Water Commission (NWC) is the major potable water services provider in the country. The NWC operates over 620 potable water and wastewater facilities and services approximately 74% of the population of Jamaica. As part of the Water Sector Policy, the Government of Jamaica intends to increase the water supply coverage utilizing a mix of water supply modalities.

While general consultancy services are procured by the National Water Commission through standard procurement procedures established by the Government of Jamaica, from time to time, the National Water Commission requires advice and assistance under discrete specialist assignments from individual independent professional consultants, normally resident in Jamaica who have particular knowledge of the policies and technical and/or business systems of the Commission and/or of their existing water supply and/or sewerage facilities.

Such specialist advice and assistance to the Commission is required for assignments which are either time critical or require particular specialist knowledge or expertise – for example:-

- where time is of the essence – e.g. time critical formulation/evaluation of capital works or maintenance programmes or for the rapid resolution of operational problems within the NWC's island-wide water production, treatment and distribution systems or sewage collection, treatment and disposal systems,
- on special aspects of engineering projects or of technical / business systems of the NWC (as a major operating water and sewerage utility) in relation to technical and/or economic / financial / business issues.

The Commission therefore intends to establish a panel of individual experts to be retained under Indefinite Quantity Services Contracts valid for 12 calendar months that, while guaranteeing no specific work to the individual expert, will enable the Commission to access definitive expert services in specialist fields as may be required at pre-defined rates in a timely manner. The Commission intends to confirm continuation of appointment to this panel of experts and invite additional applications for inclusion on the panel on an annual basis hereafter.

An example of an Agreement for provision of Consultancy Services to the NWC is provided at Appendix #1 - "Example Agreement between the NWC and the Consultant".

## **2.0 Objectives of the Expression on Interest**

The NWC therefore invites individual, independent, professional consultants normally resident in Jamaica and duly registered with the relevant local professional bodies in Jamaica to submit a "Request for Pre-Qualification - Panel of Individual Consulting Experts" in the following specific areas:

- a. Strategic Planning for Water Supply & Wastewater Development
- b. Public / Private Partnerships in the Water and Wastewater Sectors
- c. Non-Revenue-Water(NRW) Initiatives
- d. Tariff Studies / Preparation of Applications for Tariff Revisions

- e. Value-for-money Evaluations of Capital Works for Water Supply & Wastewater Schemes
- f. Financial / economic evaluations of Water Supply & Wastewater Development Schemes including alternatives
- g. Energy Efficiency with reference to pumping of potable water and time of use tariffs
- h. Evaluation of general operational issues on water supply and wastewater systems
- i. Water Supply Network Modeling for evaluation of operational issues
- j. Evaluation of Surface Water & Groundwater Resources
- k. Rapid Assessments of Damage to Water Supply & Wastewater Systems by Extreme Climatic Events
- l. Water Supply Network Modeling for evaluation of Sub-division/Development Applications
- m. Design Reviews of wastewater proposals for new Sub-divisions/Developments

### 3.0 Format of Submission

Each submission shall include:

1. A request for pre-qualification identifying the particular area(s) of specialist expertise for which pre-qualification is sought,
2. A résumé listing applicant contact information, academic qualifications, professional society membership and **complete** professional experience (detailing specific work undertaken by applicant, date of assignment and client) and, in the case of professionals required under the laws of Jamaica to be registered to practice their profession in Jamaica full details of appropriate current registration. The résumé **submitted shall be signed and dated** by the applicant as a complete, true and accurate statement of qualifications, professional registration and experience,
3. The name, address and contact information for a minimum of three professionals that can attest to the satisfactory performance of the applicant on assignments relevant to each of the particular specialist areas for which the applicant considers himself qualified.
4. A warranty signed by the applicant that he/she has no fiduciary interest in or business relationship with any organization, entity or endeavour that could create a conflict of interest relating to the current or future supply of goods or direct construction/maintenance services to the NWC and undertaking to immediately and forthwith inform the Commission of any such interest or relationship that may arise subsequent to the date of the warranty and to disqualify him/herself from any current or future assignment where any conflict of interest may thereby be created.
5. An indicative hourly charge rate for services.

In the case of any individual who considers himself potentially pre-qualified but is, and expects to continue to be, an employee of a corporate entity (whether providing independent professional consultancy services as their primary business activity or otherwise) should additionally submit a letter from his employer indicating that the employer is aware of the application and will permit the applicant to provide services in the afore-mentioned manner as an individual either unreservedly as to time, scope or manner or under specific conditions that shall be set out in the said letter.

#### **4.0 Minimum Pre-Qualification Criteria**

For **EACH** area of specialist expertise in which professionals are interested, the following requirements are the minimum for potential pre-qualification:

- a. Professional Registration (if required by law)
- b. Minimum of one (1) **specific significant(major)** assignment satisfactorily completed for the NWC in the area of Specialist Expertise within the last five (5) years. Minimum of ten (10) years of general experience with definitive assignments related to the NWC (but not necessarily **for the NWC** directly) completed satisfactorily.
- c. Minimum of a total of fifteen (15) years of general experience within the water and/or sewerage sectors.
- d. Confirmation of satisfactory performance of assignment(s) under b) above provided by three (3) named references for **each** area of Specialist Expertise.

Sufficient details are to be provided on assignments / experience etc., as requested, to demonstrate compliance with the criteria listed above.

#### **5.0 Submission of Expression of Interests**

Submission of Applications shall be clearly labeled “Expression of Interest - Panel of Individual Consulting Experts” and shall be submitted by 2:00p.m. Friday, February 23, 2007 to:

Office of the President  
The National Water Commission,  
Corporate Headquarters,  
5th Floor, Life of Jamaica Building,  
New Kingston

Late submissions will not be opened and will be returned to the applicant.

#### **6.0 Disclaimer**

The NWC, in its sole discretion, does not undertake to pre-qualify any applicant and will not provide reasons for non-inclusion of any applicant.

Further appointment to the panel of experts will be dependent on signature of an Indefinite Quantity Services Contract (IQSC) in a form approved by the NWC but the existence of an IQSC will not guarantee any paid work assignments.

**APPENDIX #1**

**Example Agreement between the NWC and the Consultant  
for the  
Provision of Independent Individual Professional Consultancy Services**

**THIS AGREEMENT** made the .... day of ..... Two Thousand and..... (200....) between the National Water Commission (hereinafter called "the NWC") of 28-48, Barbados Avenue, Kingston 5 Jamaica of the one part and ..... of....., an independent individual specialist professional consultant (hereinafter called "the consultant") of the other part

**WHEREAS** the NWC is an agency responsible for the provision of public potable water supply and sewage services in Jamaica and is empowered to retain the services of professional consultants

**AND WHEREAS** the NWC wishes to retain the services of a Consultant to provide such professional consulting assistance to the NWC as may be required from time to time and as may be defined in the Schedule of Work attached hereto

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows: -

1. this agreement shall become effective on the ..... 2007 and shall continue thereafter for a period of twelve (12) calendar months, unless otherwise determined in accordance with other provisions contained herein
2. this agreement may be determined by either party upon one (1) calendar month's notice in writing
3. the services of the Consultant shall be provided to the NWC for discrete specific assignments, if any, as may be set out in the Schedule of Work attached hereto for such periods of chargeable time for each assignment as may be specified therein and further in accordance with any additions or modifications to the said Schedule as may be agreed between the NWC and the Consultant and issued as an addition or modification to the said Schedule by the NWC in writing from time to time provided always that the aggregate chargeable time under this Agreement over the contractual period shall not exceed a total of ..... (.....) hours except at the express written authorization of the President of the NWC

4. the Consultant will maintain in an approved format a log in which he will record all time spent on the provision of services hereunder inclusive of a brief description of the activities on which he is specifically engaged from time to time which log shall be available for inspection by authorised officers of the NWC at any reasonable time
5. the Consultant shall report to and shall accept direction and instructions from the President of the NWC or his authorized nominees
6. the NWC shall provide every assistance to the Consultant in the performance of his duties hereunder including: -
  - 6.1. providing to the Consultant, promptly and free of cost, all such information, survey data, drawings, reports and the like, readily available within or to the NWC, relevant to the services required hereunder
  - 6.2. where the proper fulfillment of the services hereunder rely on the prompt and proper execution of tasks or assignments by members of the NWC in accordance with the reasonable requirements of the Consultant, the NWC shall assign appropriate members of the NWC to the execution of such tasks or assignments and shall authorize the timely and expeditious execution of such tasks or assignments by them as being of critical priority and shall instruct them accordingly
  - 6.3. where the proper fulfillment of the services hereunder rely on the provision to the NWC of any services by third parties, the NWC shall make prompt and proper arrangements with appropriate third parties for the timely and competent provision of such necessary services in accordance with the reasonable requirements of the Consultant

In the event that the NWC is unable to either provide the timely services of members of the NWC required under sub-clause 6.2 above or to satisfactorily procure, on a timely basis, any necessary third party services required under sub-clause 6.3 above, subject to the mutual agreement of both parties to this Agreement, the NWC may request the Consultant to procure the sub-contract services of third parties to undertake any tasks or assignments necessarily required under either of the said sub- clauses and the Consultant shall be paid for the provision of such sub-contract services in accordance with Clause 13 hereof

But in all circumstances, the Consultant shall not be held responsible for any delays to the performance of the services required of the Consultant hereunder or for any inability to satisfactorily perform and/or complete any services required to be provided by the Consultant under this Agreement consequent on any breach of the foregoing provisions by the NWC or on the failure by any assigned member of NWC or by any third party, whether under sub-contract to the Consultant or directly responsible to the NWC, to promptly and competently perform any assignments pursuant to the foregoing provisions and the NWC shall permit extension of the times (if any) specified in the Schedule of Work for the submission of specific assignment deliverables to the extent that is reasonable given all the circumstances and shall authorize, notwithstanding any other provisions of this Agreement, for the chargeable hours for any assignment affected by any such failure to be increased in number to the extent that is reasonable given all the circumstances

7. any incapacity of the Consultant to perform his duties due to ill-health for any continuous period of up to two (2) calendar weeks as supported by a Doctor's Certificate to this effect delivered to the President of the NWC within three days of the commencement of such incapacity shall not be cause for determination of this agreement but no period of such incapacity shall be considered in the computation of payments due for the services of the Consultant under this agreement and the NWC shall permit appropriate extension of the times (if any) specified in the Schedule of Work hereto for the submission of specific assignment deliverables to the extent that is reasonable given all the circumstances
8. In the event of the death of the Consultant this agreement shall be determined absolutely and without obligation save for the payment of unpaid services rendered or reimbursements earned
9. during any notice period pursuant to the determination of this agreement under Clause 2 hereof or under any other provision herein contained, at the request of the NWC the Consultant shall provide as far as is physically possible during such notice period or immediately on the occurrence of any other event providing cause for determination all reasonable assistance to the NWC in achieving a smooth transition of any incomplete assignments hereunder to alternative arrangements made by the NWC and the NWC shall pay the reasonable costs of the Consultant for such services and assistance
10. the NWC will pay to the Consultant for the provision of the services hereunder, for each hour expended by the said Technical Assistant in the proper performance of services hereunder (chargeable time) the sum of ..... Jamaican Dollars (J\$......00). Time necessarily expended in traveling outside Kingston pursuant to the proper provision of services hereunder shall be chargeable time
11. in addition to payments under clause 10 hereof the NWC shall in all cases reimburse the Consultant in respect of all disbursements properly made by the Consultant in connection with the provision of the services to be provided hereunder solely, unless otherwise agreed with the NWC, in respect of :-
  - costs of traveling of the Consultant in connection with the provision of his services hereunder at the minimum rate of J\$25 per kilometer or such revised escalated rate as may be reasonably agreed between the parties hereto from time to time to appropriately reflect then current costs of traveling or in default of such agreement, at the rate established by the Ministry of Finance for casual traveling by Government Officers (“casual kilometre rate for motor car”)
  - printing and reproduction of documents and records,
  - long distance and cellular telephone calls
  - subsistence and overnight lodging for the Consultant outside Kingston as may be properly and reasonably necessary for the performance of services hereunder (either by reimbursement of actual costs or at rates and prices mutually agreed by the Parties hereto)

12. where, pursuant to the provisions of the penultimate paragraph of Clause 6 hereof, the Consultant has sub-contracted with any third party(ies) for the provision of services required under sub-clauses 6.2 or 6.3 hereof, in addition to payments under Clause 10 and reimbursements under Clause 11, the Consultant shall be reimbursed all costs for the provision of such sub-contract third party services and shall additionally be paid an administrative fee of Seven and One Half Percent (7½%) of all such third party sub-contract costs
13. the continuance of this agreement shall not act as a bar or otherwise prohibit, prejudice or influence the eligibility and opportunity of the Consultant to offer services for other assignments or projects of the NWC under any other arrangements and for a fair review of any proposals submitted to the NWC in connection therewith
14. the Consultant shall exercise all reasonable skill care and diligence in the discharge of the services agreed to be performed by him and without prejudice to any liability arising from breach of this agreement shall only be liable for any damage to the NWC arising from the willful negligence of the Consultant
15. the Consultant warrants that he is not aware of any potential conflict of interest affecting in any way services to be provided hereunder and further solemnly undertakes to immediately forthwith inform the NWC in writing of any change in this position and disqualify himself from continuing or commencing any assignment hereunder for which there exists or will exist a conflict of interest. Any failure of the Consultant to strictly observe the provisions of this clause shall be grounds for immediate termination of this Agreement by the NWC and for legal action by the NWC for damages
16. the Consultant further warrants that where the laws of Jamaica require registration of the Consultant for the lawful performance of his professional services he is currently properly and lawfully so registered and he solemnly undertakes to immediately forthwith inform the NWC in writing of any change in this position and disqualify himself from continuing or commencing any assignment hereunder for which the provision of his services will become unlawful. Any failure of the Consultant to strictly observe the provisions of this clause shall be grounds for immediate termination of this Agreement by the NWC and for legal action by the NWC for damages
17. the NWC shall indemnify and hold harmless the Consultant from and against all manner of claims demands actions costs (including the cost of defending or disputing any causes of actions) causes of actions or suits at law or in equity of whatever kind or nature and proceedings of whatever nature as may be made or brought against the Consultant by any third party in respect of any matter circumstance or thing arising in connection with the provision of services hereunder or for or because of any matter or thing done or admitted or suffered to be done by the Consultant for which no liability attaches to the Consultant hereunder and it is expressly agreed that this indemnity shall cover all costs and expenses arising out of any such claims demands and proceedings
18. a) the Consultant shall be paid for all services provided hereunder on the submission of appropriate monthly invoices to the NWC or upon the completion of a specific assignment and all sums due shall be paid within ten (10) working days of the submission by of accounts therefor

- b) if any item or part of an item of an account rendered by the Consultant is disputed or subject to question by the NWC payment by the NWC of the remainder of the account shall not be withheld on those grounds
- c) if the cost of any item, or part of an item, or service rendered by the Consultant is disputed or subject to question by the NWC, payment by the NWC of the remainder of the account shall not be withheld on those grounds and the NWC shall within five (5) working days of receipt of the monthly invoice, advise the Consultant of the cost of the item or part of any item or service that is disputed or subject to question and if the dispute or question is not settled within a further fourteen (14) days the dispute or question shall be resolved under Clause 20 hereof
- d) any amount due to be paid by the NWC to the Consultant which remains unpaid after the period of ten (10) days specified in 18 a) shall bear interest calculated per diem from the date the same first became due at a rate of three per centum (3%) above the prime commercial lending rate of the Bank of Nova Scotia Jamaica Ltd. prevailing at the date the same became first due
19. all notices which may or are required to be given pursuant to this agreement shall be given in writing either personally by serving same upon any officer of the party for whom it is intended or by mail by forwarding the same by registered mail postage prepaid addressed to the party set out on the first page of this agreement or such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any notice shall be deemed to be the date of delivery if the same is served personally or if mailed as aforesaid on the fifth (5th) business day next following the date of mailing
20. any dispute arising under this agreement shall be referred to arbitration by a single arbitrator agreed upon by the parties or failing agreement a single arbitrator appointed by the President for the time being of the Jamaica Institute of Management or Jamaica Institute of Engineers
21. the within agreement constitutes the only agreement between the parties in relation to the appointment of a Technical Assistant and any amendments thereto shall be in writing signed by both parties

**IN WITNESS WHEREOF** the parties to these presents have hereunto caused the signature of their authorized representatives to be affixed hereunder as of the day and year first above written

**SIGNED FOR AND ON BEHALF OF THE  
NATIONAL WATER COMMISSION**  
by President

.....

AS Witnessed by

.....

.....

AND SIGNED by

.....

AS Witnessed by

.....

.....

## **SCHEDULE OF WORK**

forming a part of the  
Agreement between the National Water Commission and .....  
for the provision of Independent Individual Consultancy Services

### **WORK DESCRIPTION**

The overall objective of the Agreement is to provide the services of the Consultant to assist the NWC from time to time with the execution of the assignments during the period of this Agreement as defined hereunder: -

1. ....
2. such additional assignments as may be mutually agreed by the NWC and  
....., and authorized by the NWC  
under an amendment to this Schedule of Work issued by the NWC in writing.