



**Procurement of Consulting Services
Transaction Advisor
for
Review of Economic Recovery and Long Term
Sustainability Proposals submitted by
Concessionaires
of
Norman Manley International Airport and
Sangster International Airport**

Assignment Reference #: AAJ/TA/2021

December 2021

Foreword

This Standard Bidding Document (SBD) for “consulting services” has been prepared by the Ministry of Finance and the Public Service (MOFPS) of the Government of Jamaica. Its use is mandatory for the procurement of consulting services where participation is limited to International Consultant/Firm

This SBD shall at all times be read in conjunction with the Public Procurement Act and Regulations thereunder.

BIDDING DOCUMENTS
Issued on: 2021 December 22

for

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**Procuring Entity: The Airports Authority of
Jamaica**

Abbreviations and Acronyms

Act	Public Procurement Act, 2015
Data Sheet	Bid Data Sheet
Commission	Public Procurement Commission
CV	Curriculum Vitae
e-GP	electronic Government Procurement System
FTP	Full Technical Proposal
GCC	General Conditions of contract
GoJ	Government of Jamaica
ICB	International Competitive Bidding
ITC	Instructions to Consultants
JV	Joint Venture
MOFPS	Ministry of Finance and the Public Service
Office	Office of Public Procurement Policy
Regulations	The Public Procurement Regulations
RFP	Request for Proposals
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
STP	Simplified Technical Proposal
TCL	Tax Compliance Letter
TOR	Terms of Reference
UNCITRAL	United Nations Commission on International Trade Law
UNDP	United Nations Development Programme
VAT	Value Added Tax

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Section I. Instructions to Consultants

A. GENERAL PROVISIONS

1 Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Policies” means the policies of the Government of Jamaica governing the selection and contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in Jamaica.
- (d) “Assignment” means the tasks to be performed by the Consultant as specified in the Terms of Reference.
- (e) “Procuring Entity” means (a) a Ministry, department, Executive Agency or other agency of Government; (b) a public body; (c) a local authority; (d) any other body that is the recipient of public funds and duly authorized to apply those funds to public procurement and includes an entity acting on behalf of any of the entities in connection with any procurement proceedings.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Consulting Services to the Procuring Entity under the Contract.
- (g) “Consulting Services” means the work that is of an intellectual, research, technical or advisory nature to be performed by the Consultant pursuant to the Contract.
- (h) “Contract” means the legally binding written agreement signed by the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means such part of Section 1 - Instructions to Consultants (ITC) that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Electronic Communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
- (l) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or JV member(s).
- (m) “Government” means the Government of Jamaica and may be referred to in this document as “Government of Jamaica” or “GoJ”.

- (n) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
- (o) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- (p) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Consulting Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s Proposal.
- (q) “ITC” (this Section 1 of the RFP - Instructions to Consultants) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.
- (r) “LOI” means the Letter of Invitation sent by the Procuring Entity to the Consultants.
- (s) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Consulting Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (t) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (u) “Services” means any object of procurement other than goods and works, and includes the Consulting Services.
- (v) “Sub-Consultant” means an entity to whom the Consultant intends to subcontract any part of the Consulting Services while remaining responsible to the Procuring Entity during the performance of the Contract.
- (w) “Terms of Reference (TORs)” (Section 5 of the RFP) explains the objectives, scope, activities and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the Assignment.
- (x) if the context so requires, “singular” means “plural” and vice versa.
- (y) “Bidding Documents” or Request for Proposals means the solicitation documents (including the Instructions to Consultants, Data Sheet, Bidding Forms, Conditions of Contract, Standard Forms, Terms of Reference, Conditions of Contract & Appendices) prepared by the Procuring Entity for the selection of the Consultant, based on the Government of Jamaica Standard Bidding Documents (SBD).

2 Introduction

- 2.1 The Procuring Entity specified in the Data Sheet issues this Request for Proposals for the procurement of Consulting Services as specified in Section 5, Terms of Reference. The name and identification number of this RFP by way of international competitive bidding are specified in the Data Sheet. The name, identification, and number of lots are provided in the Data Sheet.
- 2.2 The Procuring Entity has allocated funds in its budget toward the cost of the Assignment named in the **Data Sheet** for the execution of this procurement and intends to select a Consultant from those who participate in the competitive procurement process.
- 2.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for the performance of the Consulting Services named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the Consultant.
- 2.4 Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, which may include attending a Pre-Proposal conference if one is specified in the Data Sheet. Attending any such Pre-Proposal conference is optional and is at the Consultants' sole expense.
- 2.5 The Procuring Entity will provide timely, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
- 2.6 Bidding will be conducted either in hard copy or using the electronic Government Procurement (GOJEP) System as **specified in the Data Sheet**.

3 Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Government of Jamaica.
 - (a) Without limitation on the generality of the foregoing, Consultants shall not be hired under the circumstances set forth below. Consultants may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Consulting Services under this RFP; or

- (ii) submit more than one Proposal in this bidding process, however, this does not limit the participation of Sub-Consultants in more than one Proposal;

(b) Conflicting activities

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

(c) Conflicting assignments

- (i) Conflict among consulting assignments: a Consultant (including its Experts 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 for the same or for another procuring entity.

(d) Conflicting relationships

- (i) Relationship with the Procuring Entity' Staff: a Consultant (including its Experts and Sub-Consultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Procuring Entity throughout the selection process and the execution of the Contract.

- (ii) Any other types of conflicting relationships as indicated in the **Data Sheet**.

4 Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their affiliates competing for a specific assignment do not derive a competitive advantage. This may have been derived from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the **Data Sheet**, and make available to all Consultants, together with this RFP, all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5 Fraud, Corruption and Other Prohibited Practices

- 5.1 The Government of Jamaica requires that all parties involved in procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 5.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act).
- 5.3 A person who commits an offence under the Act shall ---
 - i. be liable for conviction under the provisions of the Act;
 - ii. have their bid rejected if it is determined that the bidder is not in compliance with the provisions of the Act or the Regulations;
 - iii. risk other sanctions provided for in the Act or the Regulations.

6 Eligible Consultant/Firm

- 6.1 In accordance with the Public Procurement Regulations, 2018, Section 17, Consultant/Firm shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission.
- 6.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate compliance with Section 15 of the Act at the time of bid submission.
- 6.3 Consultant/Firm shall provide such evidence of their continued eligibility as the Procuring Entity may reasonably request.

7 Disqualified Consultant/Firm

- 7.1 Failure to directly obtain the Bidding Documents/RFP from the Procuring Entity will result in disqualification from the procurement proceedings.
- 7.2 A bidder shall not have a conflict of interest. All Consultant/Firm found to have a conflict of interest shall be disqualified. Consultant/Firm may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide Consulting Services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be provided under this RFP; or that has been hired (or is proposed to be hired) by the Procuring Entity as project manager for the Contract.
- 7.3 A Consultant that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 7.4 A Bidder falling in any of the disqualification grounds in Sections 18 and 19 of the Regulations, 2018 shall be disqualified.

B. PREPARATION OF PROPOSALS

8 General Considerations

- 8.1 The Consultant is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all mandatory information or documentation required by the Bidding Documents shall result in the rejection of the Proposal.

9 Cost of Preparation of Proposal

- 9.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs.
- 9.2 The Procuring Entity shall incur no liability by virtue of it exercising its power to cancel a procurement in accordance with Sections 41 and 44 of the Act.
- 9.3 Notwithstanding ITC Sub-Clauses 9.1 and 9.2, should the Procurement Review Board, following an application for reconsideration decide that the actions of the Procuring Entity were not in compliance with the provisions of the Act or the Regulations, the Procurement Review Board may require the payment of compensation for any reasonable costs incurred by the Consultant. Any payment shall be limited to the costs of the preparation of the Proposal or the costs relating to the application, or both.

10 Language

- 10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the Procuring Entity, shall be written in the English language specified. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

11 Documents Comprising the Proposal

- 11.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 11.2 In addition to the requirements under ITC 11.1, Proposals submitted by a JV shall include a copy of the JV Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a JV Agreement in the event of a successful Proposal shall be signed by all partners and submitted with the Proposal, together with a copy of the proposed agreement.

12 Only one Proposal

- 12.1 The Consultant (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant, including any JV member, submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected.

- 12.2 This does not, however, preclude a Sub-Consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

13 Proposal Validity

- 13.1 Proposals shall remain valid for the period **specified in the Data Sheet** after the Proposal submission deadline date prescribed by the Procuring Entity. A Proposal valid for a shorter period shall be rejected by the Procuring Entity as non-responsive. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 13.2 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected from further evaluation, and the Consultant may be subject to sanctions in accordance with Clause 6 of this ITC.

Extension of Validity Period

- 13.3 The Procuring Entity will use its best effort to complete the negotiations within the Proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 13.4 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 13.5 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

Substitution of Key Experts

- 13.6 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 13.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

Sub-Contracting

- 13.8 The Consultant shall not be permitted to subcontract the whole of the Consulting Services.

14 Clarification and Amendment of RFP

- 14.1 A Consultant requiring any clarification of the Bidding Documents/RFP shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the Data Sheet**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the period stated in the **Data Sheet**. In the case of electronic bidding, clarifications should be submitted through the GOJEP System. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.
- 14.2 Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification or the Pre-Proposal meeting, it shall do so following the procedure under ITC Sub-Clauses 14.3 to 14.5.
- 14.3 At any time prior to the deadline for submission of Proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a Consultant, amend the Bidding Documents. Later amendments on the same subject modify or replace earlier ones.
- 14.4 Amendments will be provided in the form of Addenda to the Bidding Documents, which will be sent in writing to all Consultants that received the Bidding Documents from the Procuring Entity. Addenda will be binding on the Consultants. Consultants are required to immediately acknowledge receipt of any such Addenda. It will be assumed that the amendments contained in such Addenda will have been taken into account by the Consultant in its Proposal. In the case of electronic bidding any amendments to the Bidding Documents will be issued through the GOJEP System.
- 14.5 In order to afford Consultants reasonable time in which to take the amendment into account in preparing their Proposals, the Procuring Entity may, at its discretion, extend the deadline for the submission of Proposals, in which case, the Procuring Entity will notify all Consultants in writing of the extended deadline for the submission of Proposals, in accordance with ITC Sub-Clause 14.4. All rights and obligations of the Procuring Entity and the Consultants previously subject to the original deadline will then be subject to the new deadline.
- 14.6 If the clarification results in the RFP being materially inaccurate the Procuring Entity shall withdraw and reissue the RFP. Consultants who obtained these original documents will be permitted to participate without penalty.

15 Preparation of Proposals - Specific Considerations

- 15.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- i. If a Consultant considers that it may enhance its expertise for the Assignment by associating with other Consultants in the form of a JV or as Sub-Consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Procuring Entity prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a JV or a sub-consultancy, the shortlisted Consultant shall be a lead member. If

shortlisted Consultants associate with each other, any of them can be a lead member

- ii. The Procuring Entity may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Procuring Entity's estimated total cost of the Assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
- iii. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of Proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- iv. For Assignments with a fixed budget, the estimated Key Experts' time input is not disclosed. Total available budget, exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

16 Technical Proposal Format and Content

- 16.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 16.2 Depending on the nature of the Assignment, the Consultant is required to submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

17 Financial Proposal

- 17.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the Assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

Price Adjustment

- 17.2 For assignments with a duration exceeding eighteen (18) months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

Taxes

- 17.3 The Consultant and its Sub-Consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

Currency of Proposal and Payment

- 17.4 The currency(ies) of the Proposal and the currency(ies) of payments shall be the same. The Consultant shall quote in Jamaican Dollars the portion of the Proposal price that corresponds to expenditures incurred in Jamaica, unless otherwise specified in the Data Sheet.
- 17.5 The Consultant may express the Proposal price for expenditure outside of Jamaica in any currency. If the Consultant wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three (3) freely convertible international currencies in addition to Jamaican Dollars.

Submission, Opening and Evaluation

18 Submission, Sealing, and Marking of Proposals

- 18.1 The Consultant shall prepare one original of the documents comprising the Proposal as described in ITC Clause 11 and clearly mark it “ORIGINAL”. In the case of electronic bidding the Proposal uploaded on the GOJEP system shall be the “ORIGINAL”. For hard copy Proposals, the Consultant shall submit copies of the Proposal, in the number specified in the Data Sheet and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.2 The original and all copies of the Proposal shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the Consultant. All pages must also be initialed by the authorized person. This authorization shall consist of a power of attorney and shall be attached to the Proposal.
- 18.3 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
- 18.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 18.5 Proposals shall be submitted by hand in hard copy or electronically as specified in the Data Sheet.
- (a) Consultants submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, including alternative Consulting Services, if permitted, in accordance with ITC Clause 18, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITC Sub-Clauses 18.6 to 18.9.
 - (b) Consultants submitting Proposals electronically shall follow the GOJEP procedures as described in the System: Quick Guide for Suppliers.

- 18.6 For hard copy Proposals the original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”
- 18.7 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”
- 18.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, reference number, the name of the Assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.
- 18.9 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Proposal.

19 Confidentiality

- 19.1 Information relating to the examination, evaluation, comparison, and post-qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultants or any other persons not officially concerned with such process until publication of the Contract award.
- 19.2 Any effort by a Consultant or any person to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the Proposal or Contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its Proposal.
- 19.3 Notwithstanding ITC Sub-Clause 19.2, from the time of Proposal opening to the time of Contract award, if any Consultant wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

20 Opening of Technical Proposals

- 20.1 For hard copy Proposals, the Procuring Entity shall conduct the Proposal opening in public at the address, date and time **specified in the Data Sheet** and in accordance with ITC Sub-Clauses 20.2 to 20.6. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 24 of the ITC.
- 20.2 For electronic bidding, the GOJEP System shall prepare a Proposal opening report that shall include, as a minimum: (i) the name and the country of the Consultant or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated

- in the Data Sheet. A copy of the report will be distributed to all Consultants who submitted a Proposal.
- 20.3 Envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Consultant, the corresponding Proposal will be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 20.4 Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only envelopes that are opened and read out at Proposal opening shall be considered further.
- 20.5 All other envelopes shall be opened one at a time, reading out: (i) the name and the country of the Consultant or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
- 20.6 The Procuring Entity shall prepare a record of the Proposal opening.
- 20.7 The Consultants’ representatives who are present shall be requested to sign the attendance sheet.
- 20.8 A copy of the record shall be distributed to all Consultants who submitted Proposals in time and posted online when electronic bidding is permitted.

21 Late Proposals

- 21.1 The Procuring Entity shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITC Clause 20. All late Proposals shall be declared late and rejected. The Consultants will be notified and must collect their Proposal within thirty (30) days. If the Proposal is not collected within this period it shall be destroyed.
- 21.2 In the case of electronic bidding, Consultants will be unable to upload their Proposal once the submission deadline has passed.

Consultants are therefore urged to commence Proposal upload at least two (2) hours prior to the submission time. The Procuring Entity will not be held liable for Proposal not submitted on time due to late commencement of Proposal upload. At the FIRST SIGN of any technical difficulties, Consultants must make contact with the Office of Public Procurement Policy: (876) 932-5220,932-5253,932-5246.

22 Proposals Evaluation

- 22.1 Subject to Clause 16.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 22.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Clause 13.6 of this ITC. While evaluating the Proposals, the Procuring Entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

23 Evaluation of Technical Proposals

- 23.1 The Procuring Entity shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

24 Public Opening of Financial Proposals

- 24.1 After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and Terms of Reference or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Entity shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.
- 24.2 The Financial Proposals shall be opened by the Procuring Entity in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals.

25 Correction of Errors

- 25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

Time-Based Contracts

- (a) If a Time-Based contract form is included in the RFP, the Procuring Entity will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity 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.

Lump Sum Contracts

- (b) If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 26 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

26 Taxes

- 26.1 The Procuring Entity's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in Jamaica in accordance with the instructions in the **Data Sheet**.

27 Conversion to a Single Currency

- 27.1 For evaluation and comparison purposes, the Procuring Entity shall convert all Proposal prices expressed in amounts in various currencies into an amount in a single freely convertible currency **specified in the Data Sheet**, using the selling exchange rates established by the source and on the date **specified in the Data Sheet**.

28 Special and Differential Treatment Measures

- 28.1 Special and Differential Treatment Measures shall not be a factor in Proposal evaluation, unless otherwise **specified in the BDS**.

29 Combined Quality and Cost Evaluation

- 29.1 The total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

Negotiations and Award

30 Negotiations

- 30.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a contract on behalf of the Consultant.
- 30.2 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Consultant's authorized representative.

Availability of Key Experts

- 30.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses 13.6 and 13.7 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.
- 30.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

31 Technical negotiations

- 31.1 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the Special Conditions of the Contract, and finalizing the "Description of Consulting Services" part of the Contract. These discussions shall not substantially alter the original scope of Consulting Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32 Financial negotiations

- 32.1 The negotiations include the clarification of the Consultant's tax liability in Jamaica and how it should be reflected in the Contract.

- 32.2 If the technique included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 32.3 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Procuring Entity.

33 Conclusion of Negotiations

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Entity and the Consultant's authorized representative.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, earlier negotiations cannot be reopened.

34 Award of Contract

- 34.1 On conclusion of the negotiations and prior to the expiration of the period of Proposal validity, the Procuring Entity shall notify all Consultants, in writing, of the determination of the successful Proposal including all the information required by Section 44(2) of the Act.
- 34.2 The date of the notification under ITC Sub-Clause 38.1 establishes the commencement of the standstill period specified in the Data Sheet. During this time Consultants may query, apply for reconsideration or otherwise challenge the decision of the Procuring Entity. This may include a request for debriefing seeking explanations for the grounds on which their Proposals were not selected.
- 34.3 On the expiry of the standstill period the Procuring Entity shall send the successful Consultant the initialed draft Contract.
- 34.4 The successful Consultant shall return the signed Contract within twenty-eight (28) days from the date of the Letter of Acceptance and shall sign, date, and return to the Procuring Entity the signed Contract Agreement.
- 34.5 On receipt of the signed Contract Agreement the Procuring Entity will immediately notify in writing all unsuccessful Consultants, of the final results of the bidding process.
- 34.6 Following signature of the Contract Agreement, the Procuring Entity shall publish, in the manner prescribed by the Office, the results, identifying the name of the Consultant, the contract price and the contract number.

- 34.7 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

Section 2. Data Sheet

A. General Provisions	
ITC 2.1	<p>The Procuring Entity is: Airports Authority of Jamaica</p> <p>The name and identification number of the RFP are: Procurement of Consulting Services - Transaction Advisor for Review of Economic Recovery and Long Term Sustainability Proposals submitted by Concessionaires of Norman Manley International Airport and Sangster International Airport</p> <p>Assignment#: AAJ/TA/2021</p> <p>The number, identification and names of the lots comprising this RFP are: Not Applicable</p>
ITC 2.2	The name of the Assignment is: Procurement of Consulting Services - Transaction Advisor for Review of Economic Recovery and Long Term Sustainability Proposals submitted by Concessionaires of Norman Manley International Airport and Sangster International Airport
ITC 2.3	Financial Proposal to be submitted together with Technical Proposal: Yes
ITC 2.4	A Pre-Proposal Conference will be held: No
ITC 2.5	<p>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ul style="list-style-type: none"> • Terms of Reference • Access to existing studies and data related to the project. • Meeting facilities including rooms and video conferencing facilities will be available.
ITC 2.6	Bidding will be conducted in accordance with hard copy procedures.
ITC 3.2(d)(ii)	None
ITC 11.2	Maximum number of members in the JV shall be: Three (3)
B. Preparation of Proposals	
ITC 11.1	<p>The Proposal shall comprise the following:</p> <p>Company Profile</p> <p>Client references in support of similar experience as stated in the Terms of Reference.</p> <p><u>FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH -5 (7) TECH-6 <p>The Financial Proposal must consist of the following:</p> <ol style="list-style-type: none"> 1) FIN -1

	2) FIN-2 3) FIN-3 4) FIN-4
ITC 12.2	Participation of Sub-Consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
ITC 13.1	Proposals must remain valid for one hundred and twenty (120) calendar days after the Proposal submission deadline.
ITC 14.1	<p>Clarifications may be requested no later than seven (7) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Project Coordinator</p> <p>Address: Airports Authority of Jamaica Norman Manley International Airport, Palisadoes, Kingston Jamaica West Indies</p> <p>Telephone: (876)-924-8335-7, 924-8699</p> <p>Facsimile: (876)-924-8620</p> <p>E-mail: aaj@aaj.com.jm</p>
ITC 15.1(i)	<p>Replace this sub-clause with the following:</p> <p>If a Consultant considers that it may enhance its expertise for the Assignment by associating with other Consultants in the form of a JV or as Sub-Consultants, it may do so.</p>
ITC 15.1(ii)	The estimated total cost of the Assignment: US\$250,000.00.
ITC 15.1(iii)	Not Applicable.
ITC 15.1(iv) and ITC 24.2	Not Applicable
ITC 16.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
ITC 17.1	(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Consulting Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultant;</i> (6) <i>cost of reports production (including printing) and delivering to the Procuring Entity;</i> (7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i>
ITC 17.2	A price adjustment provision applies to remuneration rates: No

ITC 17.3	<p>The Consultant may be subject to Jamaican taxes (such as: value added or sales tax, social charges or income taxes on non-resident foreign Personnel or resident Personnel, duties, fees, levies) on amounts payable by the AAJ under the Contract. The Consultant should take any such taxes into account when finalizing its Financial Proposal as it will be responsible for paying such taxes.</p> <p>It should be noted that under Jamaican law, the AAJ may be required to withhold taxes from certain payments made to non-resident/overseas-based Consultants (e.g. income tax) and resident/Jamaica based Consultants (e.g. General Consumption Tax). Consultants are therefore required to do their own due diligence regarding the potential tax liability that may arise from their activities under the Contract and take this into account in the final Contract Price submitted in the Financial Proposal.</p> <p>Specifically, it should be noted that a non-resident/overseas-based consultant is not liable for General Consumption Tax. Pursuant to section 23B of General Consumption Tax Act, the AAJ is deemed to be the supplier of the Services and is therefore liable for the payment of General Consumption Tax.</p> <p>Applicable Taxes The AAJ cannot say exhaustively what the applicable taxes are, however, the following document provides some information concerning applicable taxes: https://www.jamaicatax.gov.jm/documents/10181/420772/it_and_non_residents.pdf/33565bd3-8289-4430-918b-15210859d85a</p> <p>Please see link below which outlines the applicable withholding taxes for non-residents: https://taxsummaries.pwc.com/jamaica/corporate/withholding-taxes.</p>
C. Submission, Opening and Evaluation	
ITC 18.1	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and four (4) copies;</p> <p>(b) Financial Proposal: one (1) original.</p>
ITC 18.5	Proposals will be submitted in hard copy .
ITC 18.6 and ITC 18.8	<p>The Proposals must be submitted no later than:</p> <p>Date: 01 February 2022</p> <p>Time: 15:00 EST</p> <p>The Proposal submission address is:</p> <p>Airports Authority of Jamaica</p> <p>Norman Manley International Airport,</p> <p>Palisadoes,</p> <p>Kingston</p> <p>Jamaica West Indies</p>
ITC 20.1	<p>The opening shall take place at: Same as the Proposal submission address.</p> <p>Date: Same as the submission deadline indicated in ITC 18.6.</p> <p>Time: 15:15 EST</p>
ITC 20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable.

ITC 23.1 <i>[for FTP]</i>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment: <u>[12]</u></p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p style="margin-left: 40px;">a) Technical approach and methodology <u>[30]</u></p> <p style="margin-left: 40px;">b) Work plan <u>[18]</u></p> <p style="margin-left: 40px;">c) Organization and staffing <u>[8]</u></p> <p style="text-align: right; margin-right: 100px;">Total points for criterion (ii): <u>[56]</u></p> <p>(iii) Key Experts qualifications and competence for the assignment:</p> <p style="margin-left: 40px;">a) Team Leader/Financial Analyst <u>[30]</u></p> <p style="margin-left: 40px;">b) Legal Expert <u>[27]</u></p> <p style="margin-left: 40px;">c) Civil Engineering Expert <u>[22]</u></p> <p style="text-align: right; margin-right: 100px;">Total points for criterion (iii): <u>[79]</u></p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p style="margin-left: 40px;">1) General qualifications <u>[Insert weight between 20% and 30%]</u></p> <p style="margin-left: 40px;">2) Adequacy for the assignment <u>[Insert weight between 50% and 60%]</u></p> <p style="margin-left: 40px;">3) Experience in region and language <u>[Insert weight between 10% and 20%]</u></p> <p style="text-align: right; margin-right: 100px;">Total weight: 100%</p> <p>(iv) Participation by nationals among proposed Key Experts <u>[3]</u></p> <p style="text-align: right; margin-right: 100px;">Total points for the five criteria: <u>[150]</u></p> <hr style="border-top: 1px dashed black;"/> <p>The minimum technical score (St) required to pass is: 112.5</p>
ITC 23.1 <i>[for STP]</i>	Not Applicable.
ITC 26.1	<p>For the purpose of the evaluation, the Procuring Entity will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the Contract's invoices; and (b) all additional local indirect tax on the remuneration of Consulting Services rendered by non-resident experts in Jamaica. If a contract is awarded, at contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the procuring entity on behalf of the Consultant.</p>
ITC 27.1	<p>The single freely convertible currency for the conversion of all prices expressed in various currencies into a single one is: United States Dollar (US\$)</p>

	<p>The official source of the selling (exchange) rate is: <u>Bank of Jamaica</u></p> <p>The date of the exchange rate is: Wednesday, January 26, 2022</p>
ITC 29.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.75 and</p> <p>P = 0.25</p> <p>Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Submission, Opening and Evaluation	
ITC 30.1	<p>Expected date and address for contract negotiations:</p> <p>Date: day/month/year 18 February 2022</p> <p>Address: Airports Authority of Jamaica, Norman Manley International Airport, Palisadoes, Kingston Jamaica West Indies</p>
ITC 35.2	<p>The “standstill” period shall be for seven (7) days.</p>
ITC 35.7	<p>Expected date for the commencement of the Consulting Services:</p> <p>Date: June 6, 2022 at: The Development Bank of Jamaica, 11a - 15 Oxford Road, Kingston 5, Jamaica West Indies</p>

Section 3. Technical Proposal - Standard Forms

[Notes to Consultant shown in brackets [] throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

Checklist of Required Forms

REQUIRED FOR FTP OR STP[*], (✓)		FORM	DESCRIPTION	PAGE LIMIT
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
“✓” “If applicable		TECH-1 Attachment	If the Proposal is submitted by a JV, attach a Letter of Intent or a copy of an existing agreement.	
“✓” If applicable		Power of Attorney	No pre-set format/form. In the case of a JV, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
✓		TECH-2	Consultant’s Organization and Experience	
✓		TECH-2A	A. Consultant’s Organization	
✓		TECH-2B	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.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposals shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1: Technical Proposal Submission Form

[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 Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope"]*

[If the Consultant is a Joint Venture, insert the following: We are submitting our Proposal in association/as a consortium/as a Joint Venture with: [Insert a list with full name and the legal address of each member, and indicate the lead member.] We have attached a copy [insert: "of our Letter of Intent to form a Joint Venture" or, if a JV is already formed, "of the JV Agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Joint Venture.

OR

If the Consultant's Proposal includes Sub-Consultants, insert the following: We are submitting our Proposal with the following firms as Sub-Consultants: *[Insert a list with full name and address of each Sub-Consultant.]*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 13.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to prohibited practices as per ITC 5.
- (e) Except as stated in the Data Sheet, Clause 13.1, we undertake to negotiate a contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 13 and ITC Clause 34.3 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (g) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Consulting Services related to the Assignment no later than the date indicated in Clause 38.7 of the Data Sheet.

We understand that the Procuring Entity is not bound to accept any Proposal that the Procuring Entity receives. We understand that the Procuring Entity may cancel a procurement at any time prior to the acceptance of the successful Proposal or after the successful Proposal is accepted if

- (i) the Consultant presenting the Proposal is disqualified under the Act or the Regulations of the Public Procurement Act, 2015;
- (ii) the procurement is cancelled;
- (iii) the Consultant presenting the successful Proposal is excluded on the grounds of corruption, unfair competition and a conflict of interest; or
- (iv) the procurement, the Proposal or the Consultant contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached]

Form TECH-2: Consultant's Organization and Experience [For Full Technical Proposal Only]

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the Assignment. In the case of a Joint Venture, information on similar assignments shall be provided for each partner. For each Assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-Consultants who participated, the duration of the Assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

[1. Provide here a brief description of the background and organization of your company, and - in case of a Joint Venture - of each member for this assignment.]

B - Consultant's Experience

1. List only previous similar Assignments successfully completed in the last [.....] years.
2. List only those Assignments for which the Consultant was legally contracted as a company or was one of the Joint Venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-Consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Entity.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$)/ Amount paid to your firm	Role on the Assignment
<i>[e.g., Jan.2016-Apr.2017]</i>	<i>[e.g., "Improvement quality of.....": designed master plan for rationalization of;]</i>	<i>[e.g., Ministry of, country]</i>	<i>[e.g., US\$1 mill/US\$0.5 mill]</i>	<i>[e.g., Lead partner in a JV A&B&C]</i>
<i>[e.g., Jan-May 2017]</i>	<i>[e.g., "Support to sub-national government....." : drafted secondary level regulations on.....]</i>	<i>[e.g., municipality of....., country]</i>	<i>[e.g., US\$0.2 mil/US\$0.2 mil]</i>	<i>[e.g., sole Consultant]</i>

**Form TECH-3: Comments and Suggestions on the Terms of Reference,
Counterpart Staff, and Facilities to be provided by the Procuring Entity
[For Full Technical Proposal Only]**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

[Improvements to the Terms of Reference, if any]

B - On Counterpart Staff and Facilities

[Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any]

**Form TECH-4: Description of Approach, Methodology, and Work Plan in
responding to the Terms of Reference
[For Full Technical Proposal Only]**

Form TECH-4: a description of the approach, methodology and work plan for performing the Assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the Assignment.

[Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing]

- a) **Technical Approach and Methodology.** *[Please explain your understanding of the objectives of the Assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]*
- b) **Work Plan.** *[Please outline the plan for the implementation of the main activities/tasks of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing.** *[Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]*

Form TECH-5: Work Schedule and Planning for Deliverables
[For Full Technical Proposal and Simplified Technical Proposal]



N°	Deliverables ¹ (D-...)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	<i>[e.g., Deliverable #1: Report A</i>												
	<i>1) data collection</i>												
	<i>2) drafting</i>												
	<i>3) inception report</i>												
	<i>4) incorporating comments</i>												
	<i>5)</i> <i>.....</i>												
	<i>6) delivery of final report to</i> <i>Procuring Entity]</i>												
D-2	<i>[e.g., Deliverable</i> <i>#2:.....]</i>												
n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6: Team Composition, Assignment, and Key Experts' Inputs
[For Full Technical Proposal and Simplified Technical Proposal]

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- "Home" means work in the office in the Expert's country of residence. "Field" work means work carried out in the Procuring Entity's country or any other country outside the Expert's country of residence.

 Full time input
 Part time input

Form TECH-6 Curriculum Vitae (CV) [CONTINUED]

Position Title and No.	<i>[e.g., K-1, TEAM LEADER]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the Assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/Consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH-5 in which the Expert will be involved]</i>	

Experts contact information: *[address, e-mail....., phone.....]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the Assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the Government.

[day/month/year]

Name of Expert
Date

Signature

[day/month/year]

Name of authorized
Date

Signature

Representative of the Consultant

[the same who signs the Proposal]

- | | Yes | No |
|---|--------------------------|--------------------------|
| (i) This CV correctly describes my qualifications and experience | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) I am employed by the Procuring Entity | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) I was part of the team who wrote the Terms of Reference for this Consulting Services. | <input type="checkbox"/> | <input type="checkbox"/> |

I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[name of project and contract]*. I confirm that I will be available to carry out the Assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

OR

[If CV is signed by the firm's authorized representative and the written agreement attached]

I, as the authorized representative of the firm submitting this Proposal for the *[name of project and contract]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that I have obtained a written representation from the expert that s/he will be available to carry out the Assignment in accordance with the implementation arrangements and schedule set out in the Proposal.

Section 4. Financial Proposal - Standard Forms

[Notes to Consultant shown in brackets [] provide guidance to the Consultant to prepare the 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 in Sections 1 and 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates”
- FIN-4 Reimbursable expenses

Form FIN-1: Financial Proposal Submission Form

[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 amount of [Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 26.1 in the Data Sheet. The estimated amount of local indirect taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

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 Clause 13.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose
_____	_____	_____
_____	_____	_____
_____	_____	_____

[If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, contract execution."]

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

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a Joint Venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

Form FIN-2: Summary of Costs

Item	Cost			
	<i>[Consultant must state the proposed costs in accordance with Clause 17.4 of the Data Sheet; delete columns which are not used]</i>			
	<i>[Insert Foreign Currency # 1]</i>	<i>[Insert Foreign Currency # 2, if used]</i>	<i>[Insert Foreign Currency # 3, if used]</i>	<i>[Insert Local Currency, if used and/or required (17.4 Data Sheet)]</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
<u>Total Cost of the Financial Proposal:</u> <i>[Should match the amount in Form FIN-1]</i>				
Indirect Local Tax Estimates - to be discussed and finalized at the negotiations if the Contract is awarded				
(i) <i>[insert type of tax e.g., VAT or sales tax]</i>				
(ii) <i>[e.g., income tax on non-resident experts]</i>				
(iii) <i>[insert type of tax]</i>				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 17.4).

Form FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignments, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	[Currency # 1- as in FIN-2]	[Currency # 2- as in FIN-2]	[Currency# 3- as in FIN-2]	[Local Currency- as in FIN-2]
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a Technical Proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the Financial Proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three (3) years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee 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) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. 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 Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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

- (v) Overheads are the Consultant'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 (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel 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 Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social Costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) 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. UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant: _____

Country: _____

Assignment: _____

Date: _____

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this Assignment to the Experts 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 Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Model Form I)

(Expressed in [insert name of currency*])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Jamaica									

* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Form FIN-4 Breakdown of Reimbursable Expenses*

When used for Lump-Sum contract assignments, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to

establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	[Currency # 1- as in FIN-2]	[Currency # 2- as in FIN-2]	[Currency# 3- as in FIN-2]	[Local Currency- as in FIN-2]
	[e.g., Per diem	[Day]						
	[e.g., International flights]	[Ticket]						
	[e.g., In/out airport transportation]	[Trip]						
	[e.g., Communication costs between Insert place and Insert place]							
	[e.g., reproduction of reports]							
	[e.g., Office rent]							
							
	[Training of the procuring entity's personnel - if required in TOR]							
Total Costs								

Legend:

Section 5. Terms of Reference

INTRODUCTION

Currently Jamaica has two of its three international airports managed under concession or Public Private Partnership agreements, namely the Norman Manley International Airport (NMIA) and the Sangster International Airport (SIA).

The Government of Jamaica (GoJ), through the Airports Authority of Jamaica (AAJ) in April 2003 entered into a 30-year concession agreement with MBJ Airports Limited (MBJ) for the operation of SIA; and in October 2018 signed a 25-year concession agreement with PAC Kingston Airport Limited (PACKAL), a wholly owned subsidiary of Grupo Aeroportuario del Pacífico, S.A.B. de C.V. (GAP) for the operation of NMIA. It should be noted that GAP has 74.5% ownership in MBJ and 100% ownership in PACKAL.

The advent of the global pandemic - COVID-19, has resulted in economic fallout across many industries, with the air/travel industry not excepted. In each respective Concession Agreement (CA), the Concessionaires are entitled to trigger the Force Majeure Event provisions upon the occurrence of an epidemic which inter alia, materially and adversely affects the performance by the Concessionaires of their obligations and the enjoyment of their contractual rights. Subsequent to the granting of the contractual reliefs provided for in the Concession Agreements as remedies to ameliorate the adverse effects of the Force Majeure Event, both Concessionaires, that being PACKAL and MBJ, have submitted proposals that are seeking to modify/rebalance certain deliverables under their respective Concession Agreements (CA) in order to procure the economic recovery and long term sustainability of the airport concessions.

To facilitate discussions and assessment of the proposals, the Cabinet gave approval for the establishment of a Negotiation Team (NT) that will oversee the review, assessment, and to make the appropriate recommendations thereof as well as the engagement of an advisor who is to provide legal, financial and technical services to support the Negotiation Team.

The NT includes representatives from the Airports Authority of Jamaica (AAJ), Ministry of Transport and Mining (MTM), Ministry of Finance and Public Service (MOFP), Attorney General's Chambers (AGC), and the Development Bank of Jamaica (DBJ).

The GoJ thus intends to procure the services of a Transaction Advisor organised as a firm or consortium of experienced individuals. The Transaction Advisor is to provide support to the NT for the review and discussions in the areas of economic, financial, legal, technical and general risk assessments. Please note all reference to the 'Transaction Advisor' includes the entire advisory team, or relevant members, under the management of a single lead advisor who shall contract with the GoJ.

BACKGROUND

The GoJ's Policy Framework and Procedures Manual for the Privatisation of Government Assets: The Privatisation Policy ("Privatisation Policy") and Policy and Institutional Framework for the Implementation of a Public-Private Partnership Programme for the *Government of Jamaica* ("PPP Policy") establishes DBJ as the Privatisation Agency and PPP Unit to manage and coordinate the GoJ's Privatisation and Public-Private Partnership (PPP) programme. Under the Policies, DBJ manages and executes transactions on behalf of Ministries, Departments and Agencies (MDAs) relating to the development and implementation of Privatisation transactions and PPP projects, and reports to the Privatisation Committee of Cabinet. DBJ ensures that projects are structured in a manner that achieves the objectives of the GoJ and are compliant with the GoJ's Privatisation and PPP Policies. DBJ also provides secretariat and transaction management services to the Negotiation Team, and will be the central point of communication between the Transaction Advisor, the NT, and the Concessionaires.

The Negotiation Team has the following roles and responsibilities for the negotiation process:

- Oversees the transaction by evaluating, authorizing, and monitoring the Project as it progresses.
- Adequately represents the position of the AAJ and/or the MTM regarding the negotiation, where necessary, of the Concession Agreements.
- Reviews reports and any other due diligence information, and make the necessary recommendations.
- Recommends, where necessary, the negotiation strategy and the final negotiated terms for the NMIA CA and the SIA CA respectively.
- Ensures that bottlenecks in the process requiring ministerial or the AAJ facilitation are addressed expeditiously.
- Ensures that satisfactory records of the transaction process are maintained.
- Ensures that the PPP process complies with Jamaican labour laws.
- Ensures that the PPP transaction is conducted in accordance with the Privatisation Policy, the Public-Private Partnership Policy, and agreed rules and procedures.
- Recommends additional members for the team if and when necessary.

The AAJ and MTM will secure the financial resources for the review and where necessary, the negotiation process.

OBJECTIVES

To assist the Negotiating Team in assessing the long term recovery and sustainability proposals submitted by the Concessionaires with a view to deriving plausible recommendations for consideration by the GoJ, and ultimately negotiate on behalf

of the GOJ while protecting the fiscal responsibility and maintaining commercial and economic viability. This entails keeping the terms of the agreements in line with fiscal priorities, and that the project risks retained by the GoJ will not be fiscally destabilising.

SCOPE OF WORK

It is the Transaction Advisor's responsibility to identify and pursue all required information, while making sure that all analysis is complete. The specific tasks of the Transaction Advisor under this assignment will include the following:

TASK 1 - Desk Review and Inception Report

The Transaction Advisor will have to become familiar with all background documentation and shall be responsible for review of technical, financial and legal documents that are necessary for successful completion of the negotiations, including, but not limited to:

- the SIA CA and the NMIA CA.
- the economic and technical proposals from MBJ and PACKAL.
- the capital programme deliverables of the NMIA and SIA Master Plans.
- traffic forecast for both airports - pre and post COVID-19.
- existing laws and regulatory reports related to the concession, air transport and airport systems.
- reports on capex activities (and amount spent) to date for both airports; traffic trends at each airport prior to COVID-19; current industry analysis and projections; projected traffic numbers, industry expectations and service level requirements, new requirements in light of COVID-19, etc.
- relevant existing reports, studies, audits, etc. necessary to become familiar with the concession, airport and air transport sectors in Jamaica.
- the Policy and Institutional Framework for the Implementation of a Public-Private Partnership Programme for the Government of Jamaica ("PPP Policy").

The objective of the Desk Review and Inception Report is to:

- review the concession agreements, regulations, reports and other associated documents
- understand the context and background for the negotiation process
- ascertain whether the Concession Agreements provides a framework for renegotiation, identify and analyze the renegotiation process established in the CAs and the legal foundations that allow the negotiation in each concession
- identify and analyze the sources of revenues for the Concessionaires and the concession fees that the GoJ receives from each of the Concessionaires
- identify and analyze the economic variables that are allowed as a compensation method according to each CA
- prepare a work plan and timetable of the activities to be implemented

Task 1 Deliverable: On completion of the review, the Transaction Advisor will deliver an Inception Report. This report will include a summary of key findings for a technical, financial, economic and legal perspectives that will be useful for the negotiation process and the work plan and timetable of the activities to be implemented in the consultancy.

TASK 2 - Preparation of Negotiation Alternatives

The Transaction Advisor will prepare at least two negotiation alternatives for each concession, that will be the result of the following activities:

1. **Legal Assessment:** assess the legal feasibility of the negotiation process for both concessions, including the renegotiation process established in the Concession Agreements, the right of the Concessionaire and/or GoJ to invoke Force Majeure Clause, how demand risk is regulated in the Concession Agreements and the identification of an explicit clause or framework for rebalancing financial equilibrium. Provide a legal opinion on how to address the contract termination risk should the GoJ and a Concessionaire be unable to reach an agreement in the negotiation process. Developing and providing detail to the legal architecture and design of the negotiation alternatives and the contractual terms that will need to be modified in the current Concessions Agreements or other document, if necessary. The legal assessment is to also take into account all other aspects of the Preparation of the Negotiation Alternatives, providing an assessment/opinion in all areas such as the legal exposure (including Termination Payments) of the AAJ.
2. **Demand Analysis:** The demand analysis will include a detailed assessment of the aeronautical and non-aeronautical revenues prior to Covid-19, during Covid-19 (to be defined in collaboration with AAJ) and a projection going forward. The projection of demand will be prepared separately for both passengers and cargo. The analysis is to demonstrate impact of COVID-19 on the demand and revenues, monthly and annually. All the activities will be prepared in separated files for each concession.
3. **Technical and Cost Analysis:** The COVID-19 pandemic not only results in a fall in concession revenues but could also reduce maintenance and operation spend and capital investments. The Transaction Advisor will review the financial statements of each Concessionaire and any economic report of the Concessionaire and AAJ/MTM verifying and quantifying the investments, maintenance and operation costs prior and during Covid-19 to prepare a projection going forward ("after Covid-19"). The Transaction Advisor will also review output specifications and performance standards indicating if it is necessary to change any of them according to the new context.
4. **Financial Analysis:** The financial analysis will be done separately for each concession. The Transaction Advisor will review the existing financial models prepared by the Concessionaire and/or the GoJ, the financial statements of each Concessionaire and any financial/economic report of the Concessionaires and the AAJ. The demand analysis mentioned before will also

be included in the financial analysis. The Transaction Advisor will prepare for each concession at least two financial models: (a) without Covid-19, (b) with Covid-19, providing a justification for the discount rate used in the models and any other assumption for the economic/financial variables. Once the financial impacts have been quantified in terms of net present value, internal rate of return, annual equivalent cost and other financial indicators, the Transaction Advisor will model at least three alternatives for possible compensation to the Concessionaires for both airports, that is a financial model for each compensation variable, for example: (a) extension of the concession term, (b) deferral or reduction of capital programmes (c) fee reduction from Concessionaire to the GoJ. Those alternatives will need to be discussed with the Negotiation Team as the compensation variables need to be legally and fiscally feasible to implement. Financial Models shall be structured in a way that will enable the GoJ to manipulate the models for the purposes of negotiation and contract monitoring. Manuals or guidelines for financial models should be provided, the financial models should be provided as unlocked Excel spreadsheets inclusive of all detailed calculations and assumptions. Each financial model will include a clear and consistent summary to facilitate the understanding of the financial aspects, assumptions and conclusions. This summary will also include the identification and allocation of risks. If the mitigation mechanism is feasible, then the summary should contain recommendations to be implemented by the party identified to bear the risk.

5. **Fiscal Impact and Affordability:** The main objective of this assessment is to determine if the GoJ can afford the potential compensation to be made to the Concessionaires should any of the proposals be accepted and recommended for inclusion in the review and possible negotiation process. The Transaction Advisor will analyse the: (a) fiscal impact of the different sets of alternatives for possible compensation to the Concessionaires; (b) the impact on the GoJ's overall fiscal budget, debt, and debt service position of each alternative; and (c) identifying fiscal risks and exposure to the GoJ and recommend mitigating measures. The Transaction Advisor will rank the alternatives, prioritizing the alternatives with the least fiscal impact.

Task 2 Deliverable: The Transaction Advisor shall deliver a Draft Negotiation Alternatives Report for each concession, containing the elements described above, the strategy for negotiation and any other information that would facilitate the negotiation process for the concessions. (inclusive of but not limited to):

- a. Legal Assessment Report
- b. Demand Analysis Report
- c. Technical and Cost Analysis Report
- d. Financial Analysis Report & Financial Models
- e. Fiscal Impact and Affordability Report

The Transaction Advisor will host workshops/meetings with the Negotiation Team, as necessary to present findings and receive feedback. Subsequently, after feedback from the Negotiation Team, the Transaction Advisor shall deliver a final Negotiation Alternatives Report which shall clearly distinguish the recommended alternatives for

negotiation for each concession and justify its selection based on the Transaction Advisor's assessment and conformity of the Negotiation Team.

TASK 3 - Support Negotiation Process between GOJ and Concessionaires

Upon approval from the GoJ of the recommended Negotiation Alternatives, the Transaction Advisor will provide the necessary financial, legal and technical advisory support for the negotiation process between the GoJ and the Concessionaires.

The Transaction Advisor will support the Negotiation Team, planning negotiation tactics and reviewing any proposal submitted by the Concessionaires or ideas presented by them (the Concessionaires) in the negotiation process.

The Transaction Advisor must prepare a Negotiation Report for each concession as an output of the negotiations, draft and finalise new or amended terms (of the Concession Agreement) if necessary.

Once the documents mentioned above are completed, the Negotiation Team will obtain Cabinet's approval of the final terms. On completion of the negotiation process, Cabinet will be requested to authorize the final agreed terms. Upon Cabinet's approval of final agreed terms, if deemed necessary or if required the AAJ will execute a concession amendment agreement with Concessionaires.

The Transaction Advisor shall provide the GoJ with all the necessary drafting and administrative support necessary for the entire negotiation process to be conducted with the highest standards of efficiency, transparency, quality and integrity.

Task 3 Deliverable: The Transaction Advisor will design a complete negotiation report for each concession (separately) including at least:

- Description of the economic and health context in Jamaica and the world with Covid-19.
- Description of the economic impact over the concessions for NMIA and SIA.
- Identification of the legal regulation and clauses of the Concession Agreement that allow the negotiation process.
- Identification of the clauses of the Concession Agreements that may be modified.
- Justification for the change in the existing clauses and/or the creation of new clauses in the Concession Agreement, if deemed necessary.
- Drafting of the new clauses and changes in the existing clauses of the Concession Agreement, if necessary.
- Description of the Concessionaire's and the GoJ's proposals and elements that allowed the teams to reach the final agreed terms in the negotiation process.
- Summary of the negotiation agreement indicating: the compensation variables, amount, fiscal impact for GOJ and risk transfer issues.

The Transaction Advisor will also provide the draft of the new or amended terms of each Concession Agreement, if and as required.

TEAM COMPOSITION & QUALIFICATION REQUIREMENTS FOR THE KEY EXPERTS

The Transaction Advisor shall be a firm or a consortium, able to demonstrate previous project experience in developing feasibility studies or supporting negotiation of PPP contracts (5 feasibility studies and/or 2 transaction advisory services for negotiation of PPP contracts).

(a) Team Leader/Financial Analyst

- Postgraduate Degree in Finance, Economics, Business or a similar relevant professional qualification
- At least twelve (12) years of international work experience in a senior role in reviewing, assessing, structuring, or advising on infrastructure PPP transactions (conducting financial feasibility studies and/or negotiation of PPP contracts);
- Completed at least three (3) financial analysis/modelling in the PPP airport sector.

(b) Legal Expert:

- Legal Education qualification at a minimum
- Legal and regulatory expert(s) with at least twelve (12) years' experience in corporate and project finance transactions; specifically providing legal advisory services on PPP transactions or similar assignments;
- Knowledge of Jamaica's legislative framework.

(c) Civil Engineer Expert:

- Possess at least a Degree (Bachelor's or Master's) in Engineering or equivalent qualification from a recognized tertiary institution
- A minimum of twelve (12) years' experience in developing technical feasibility studies for large infrastructure projects;
- At least three (3) experiences of feasibility studies in the airport sector.
- At least five (5) years experience in airport management, planning and operations.

Subject to the eligibility requirements listed above, teaming up with local Transaction Advisors and/or Key Experts will be considered an advantage. The Transaction Advisor (inclusive of all members of the team) must communicate effectively in English.

SCHEDULE OF DELIVERABLES

The intended start date for the commencement of services is Monday, 06 June 2022 and the time period for execution of the contract scope is estimated to be Friday, 23 December, 2022. The Transaction Advisor shall prepare deliverables in a form and manner acceptable to the GoJ according to the following suggested schedule:

Task #	Deliverable	Date of Submission	Review Period	Final	Payment %
1. Desk review and Inception Report	Inception Report	1 month after contract start date	3 weeks		10
2. Preparation of Negotiation Alternatives	a. Legal Assessment Report b. Demand Analysis Report c. Technical and Cost Analysis Report d. Financial Analysis & Financial Models e. Fiscal Impact and Affordability Report f. Negotiation Alternatives Report	3 months after contract start date	5 weeks + Approval - 3 weeks		25
3. Support Negotiation Process between GOJ and Concessionaires	Final Negotiation Report and Amended terms of Concession Agreements, if and as required	1 month after the final agreement with each of the 2 Concessionaires	4 weeks+ Approval - 3 weeks		65

Subject to the deliverable being in a form and manner acceptable to the GOJ, payment and the percentage of payment shall be according to the schedule outlined above. On confirmation by the GoJ that a deliverable is in a form and manner acceptable to the GOJ, all the intellectual property rights in the deliverable shall be immediately and automatically transferred to the GoJ and the GoJ shall make payment to the Transaction Advisor.

INDICATIVE SCHEDULE FOR COMMENCEMENT OF SERVICES

Transaction Advisor for Review of Economic Recovery and Long Term Sustainability Proposals submitted by Concessionaires of Norman Manley International Airport and Sangster International Airport

Task Name	Duration	Start	Finish
Consultancy Services	139 days	Fri 27/5/22	Wed 7/12/22
Consultant Notice to Proceed	1 day	Fri 27/5/22	Fri 27/5/22
Consultant Start Up	5 days	Mon 30/5/22	Fri 3/6/22
Desk review and Inception Report	22 days	Mon 6/6/22	Tue 5/7/22
DBJ Review	15 days	Wed 6/7/22	Tue 26/7/22
Preparation of Negotiation Alternatives	44 days	Wed 27/7/22	Mon 26/9/22
DBJ Review	25 days	Tue 27/9/22	Mon 31/10/22
Support Negotiation Process between GOJ and Concessionaires	22 days	Tue 1/11/22	Wed 30/11/22
End Consultation & Negotiations	5 days	Thu 1/12/22	Wed 7/12/22

REPORTING

The Transaction Advisor shall engage in weekly briefings with the Negotiation Team throughout the consultancy.

Format of the Outputs

Five (5) hard copies of each report will be presented -In addition, three (3) copies will be presented in electronic format using the following file formats (or equivalent) where relevant:

- DOC or DOCX
- XLS or XLSX
- PPT or PPTX
- PDF
- DWG or equivalent
- MPP or equivalent

All calculations, qualitative analysis and numerical data presented will be supported by spreadsheet models, which must include all formulae used in the calculations and the assumption made.

The units of measurement in the reports will be in SI metric units, if imperial measurements are provided the applicable metric value will be shown first with the imperial equivalent in bracket.

ASSIGNMENT COORDINATION

The AAJ is the designated Supervising Entity and shall be responsible for the approval of contractual reports and payment requests by the Transaction Advisor. In fulfilling this role, the designated representative of the Supervising Entity will facilitate and incorporate inputs from relevant stakeholders.

In particular, the designated representative of the Supervising Entity will facilitate and incorporate inputs from the Negotiation Team and others stakeholders.

CLIENT'S INPUT

The DBJ will provide access to existing studies and data related to the project to the Transaction Advisor. Meeting facilities including rooms and video conferencing facilities will be available.

DETAIL EVALUATION CRITERIA

No.	CRITERIA	METHODOLOGY	MIN	MAX
A.	SUBMISSION	<i>MANDATORY INFO. PROVIDED (YES/NO)</i>		
A.1	Technical Proposal - 4 (1 original + 3 copies)			
A.2	Cost/Fee Proposal - 1 Original (separately sealed)			
A.3	Does Proposal address all Major Sections of Term of Reference?			
B.	RFP DATA SHEET - 22.1 SPECIFIC EXPERIENCE OF THE CONSULTANT RELATIVE TO THE ASSIGNMENT			
B.2	Experience of firm in supporting negotiations of PPP contracts and developing feasibility studies	<i>Number of projects: (two or more Transaction Advisory Services for negotiation of PPP contacts (8 points) and 1 or more Feasibility Studies (4 points) : max.12.0</i>	9	12
		<i>subtotal</i>	9	12
C.	RFP DATA SHEET - 22.1(a) (ii) ADEQUACY OF THE PROPOSED METHODOLOGY, WORK PLAN & RESPONSE TO THE TERMS OF REFERENCE			
C.1	<i>Technical Approach and Methodology</i>			

No.	CRITERIA	METHODOLOGY	MIN	MAX
C.1.1	Demonstrates understanding of objectives & issues, explains technical approach & methodology	Objectives & Issues clarified & prioritised (max. 15.0); Technical approach & methodology explained (max. 15.0)	15	20
C.1.2	Compatibility of Methodology with Technical Approach	Assessments & Analyses	7.5	10
		subtotal	22.5	30
C.2	Work Plan			
C.2.1	Detailed and realistic work plan which clearly identify related tasks and deliverables	Main activities: content & duration (max.10.0); phasing & inter relations (max. 4.0); milestones -including reports, clients approval, major deliverables (max. 4.0)	7.5	10
C.2.2	Feasibility of Work Plan	Work plan consistency with schedule -Tech Form 8 (max. 8.0); Work Plan consistency with the Technical Approach and Methodology (max. 8.0)	6	8
		subtotal	13.5	18
C.3	Organisation and Staffing			
C.3.1	Provide Team structure and composition which will support the specific project assignment.	List of main disciplines- Team Leader/ Financial Analyst, Legal Expert, Civil Engineer, (max. 4.0), the organisation structure/chart(4.0), summary of specific responsibility and reporting relationship.(2.0)	6	8
		subtotal	6	8

No.	CRITERIA	METHODOLOGY	MIN	MAX
D.	RFP DATA SHEET - 22.1(a) (iii) KEY PROFESSIONAL STAFF QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT			
D.1	(a) QUALIFICATIONS AND EXPERIENCE OF THE TEAM LEADER- Team Leader / Financial Analyst			
D.1.1	Qualifications - Relevant degrees/ equivalent, Professional Registration, years as a professional, years as a Team Leader/Financial Analyst	<i>Qualification Finance/Economics / Business : MSc. = 3.0 or similar; B.Sc. = 1.5; Diploma = 1.0 ; Professional Membership - 1.0; No. of years as Team leader / Financial Analyst - 12yrs+ (max. 2.0) below - pro rata</i>	6	8
D.1.2	Adequacy for the assignment - Education & Experience in , Team Leadership and Management of Similar Study	<i>Experience (# and size of projects) 12 years in international work experience in a senior role in reviewing, assessing, structuring, or advising on infrastructure PPP transactions (conducting financial feasibility studies and/or negotiation of PPP contracts);- (7.0 max); Completed at least three (3) financial analysis/modelling in the PPP airport sector.(5.0 max.)</i>	13.5	18
D.1.3	Experience in the region (Latin America & Caribbean) & Language (English)	<i>Region - 8 yrs (2.5) & English Language Proficiency (mastery) 2.5 : maximum 5.0</i>	3	4
		<i>subtotal</i>	22.5	30

No.	CRITERIA	METHODOLOGY	MIN	MAX
D.2	(a) QUALIFICATIONS AND EXPERIENCE OF THE LEGAL EXPERT			
D.2.1	Qualifications - Relevant degrees/ equivalent, Professional Affiliations, years as Legal Expert	<i>Qualification: MSc. = 2.0, B.Sc. = 1.0 Diploma = 0.5; Professional Membership = 0.5. Legal Expert; No. of years as a professional - over 12 yrs - 1.5 and below pro rata</i>	3.75	5
D.2.2	Adequacy for the assignment - Education & Experience legal advisory services on PPP transactions	<ul style="list-style-type: none"> • <i>Legal and regulatory expert(s) with at least twelve (12) years' experience in corporate and project finance transactions; specifically providing legal advisory services on PPP transactions or similar assignments; 4.0 max</i> • <i>Knowledge of Jamaica's legislative framework. 2.0 max</i> 	10.5	14
D.2.3	Experience in the region (Latin America & Caribbean) & Language (English)	<i>Region - 8 yrs (150) & English Language Proficiency (mastery) 1.5 : maximum 3.0</i>	3.75	5
		subtotal	20.25	27
D.3	(a) QUALIFICATIONS AND EXPERIENCE OF THE ENGINEER			
D.3.1	Qualifications - Relevant degrees/ equivalent, Professional Affiliations, years as professional	<i>Qualification: MSc. = 2.0, B.Sc. = 1.0 Diploma = 0.5; Professional Membership = 0.5. Engineering; No. of years as a professional - over 10 yrs - 1.5 and below pro rata</i>	3.75	5
D.3.2	Adequacy for the assignment - Education & Experience in Airport Utilities Management	• <i>Engineer Expert(s) with a minimum of twelve (12) years' experience in developing technical feasibility studies for large infrastructure projects; 4.0 max</i>	10	14

No.	CRITERIA	METHODOLOGY	MIN	MAX
		• <i>At least five (3) experiences of feasibility studies in the airport sector. 2.0 max</i>		
D.3.3	Experience in the region (Latin America & Caribbean) & Language (English)	<i>Region - 8 yrs (150) & English Language Proficiency (mastery) 1.5 : maximum 3.0</i>	2.25	3
		<i>subtotal</i>	16.5	22
<i>E</i>	<i>National Participation</i>			
E.1	Nationals as members of the Key Experts		2.25	3
		<i>sub-total</i>	2.25	3
TECHNICAL TOTAL SCORE			112.50	150.00

PART II

STANDARD FORM OF CONTRACT CONSULTANT'S SERVICES: LUMP-SUM

Preface

1. The standard contract form consists of four parts: the Form of Contract to be signed by the Procuring Entity and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Lump-Sum

Assignment Name

Procurement of Consulting Services: Transaction Advisor for Review of Economic Recovery and Long Term Sustainability Proposals submitted by Concessionaires of Norman Manley International Airport and Sangster International Airport

Contract No. AAJ/TA/2021

between

Airports Authority of Jamaica
[Name of the Procuring Entity]

and

[Name of the Consultant]

Dated: _____

I Form of Contract - Lump-Sum

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **AIRPORTS AUTHORITY OF JAMAICA**, a statutory corporation established and existing under the Airports Authority Act of 1974 and having its principal place of business at Norman Manley International Airport, Palisadoes, Kingston (hereinafter called the “Procuring Entity”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

In this Contract, the Procuring Entity and the Consultant shall be hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”.

WHEREAS

- (a) The Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Consulting Services”);
- (b) The Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Consulting Services on the terms and conditions set forth in this Contract;
- (c) The Procuring Entity has received public funds towards the cost of the Consulting Services;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Consulting Services in accordance with the provisions of the Contract; and



- (b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed for and on behalf of the)
Airports Authority of Jamaica by) _____
 , Director)
and)
Director/Secretary) _____

In the presence of :- _____

Witness

Signed for and on behalf of the _____)
 Consultant by _____)
 _____, Director _____)
 and _____)
 _____ Director/Secretary _____)

In the presence of :- _____

Witness

II. General Conditions of Contract - Lump Sum

A. General Provisions

1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Jamaica, as they may be issued and in force from time to time.
- (b) “Procuring Entity” means the executing agency that signs the Contract for the Consulting Services with the selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Procuring Consulting Services under the signed Contract.
- (d) “Consulting Services” means the consulting services which are of an intellectual, research, technical or advisory nature to be performed by the Consultant pursuant to the Contract.
- (e) “Contract” means the legally binding written agreement signed between the Procuring Entity and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Electronic Communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or JV member(s) assigned by the Consultant to perform the Consulting Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Procuring Entity’s country.
- (k) “GCC” mean these General Conditions of Contract.
- (l) “Government” means the Government of Jamaica or “GoJ”.
- (m) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on

behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Consulting Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s Proposal.
- (p) “Local Currency” means the currency of Jamaica.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant to perform the Consulting Services or any part thereof under the Contract.
- (r) “Party” means the Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “Procurement Review Board” or “Review Board” means the body established in accordance with Section 50 of the Public Procurement Act.
- (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) “Services” means any object of procurement other than goods and works, and includes consulting services.
- (v) “Sub-Consultants” means an entity to whom/which the Consultant subcontracts any part of the Consulting Services while remaining solely liable for the execution of the Contract.
- (w) “Third Party” means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-Consultant.

2 Relationship between the Parties

- 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Entity and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultants, if any, performing the Consulting Services and shall be fully responsible for the Consulting Services performed by them or on their behalf hereunder

3 Law Governing Contract

- 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4 Language

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

5 Headings

- 5.1 The headings shall not limit, alter or affect the meaning of this Contract.

6 Communications

- 6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7 Location

- 7.1 The Consulting Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Entity's country or elsewhere, as the Procuring Entity may approve.

8 Authority of Member in Charge

- 8.1 In case the Consultant is a JV, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.

9 Authorized Representatives

- 9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the SCC.

10 Fraud and Corruption

- 1.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 1.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act and other legislation relating to corrupt activities in Jamaica.
- 1.3 A person who commits an offence under the Act or any other legislation relating to corrupt activities in Jamaica shall
- (a) be liable for conviction under the provisions of the Act or the relevant legislation relating to corrupt activities in Jamaica;
 - (b) have their proposal rejected if it is determined that the proposal or the consultant is not in compliance with the provisions of the Act, the Regulations thereunder or any other relevant legislation relating to corrupt activities in Jamaica
 - (c) risk other sanctions provided for in the Act or the Regulations.

Commissions and Fees

- 1.4 The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents, or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Procuring Entity.

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract

- 11.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Entity’s notice to the Consultant instructing the Consultant to begin carrying out the Consulting Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12 Termination of Contract for Failure to Become Effective

- 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days’ written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13 Commencement of Consulting Services

- 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Consulting Services not later than the number of days after the Effective Date specified in the SCC.

14 Expiration of Contract

- 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15 Entire Agreement

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

16 Modifications or Variations

- 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Consulting Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17 Force Majeure**a. Definition**

- 17.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, epidemics, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

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

c. Measures to be Taken

- 17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8 During the period of their inability to perform the Consulting Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Consulting Services; or

- (b) continue with the Consulting Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18 Suspension

- 18.1 The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Consulting Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19 Termination

- 19.1 This Contract may be terminated by either Party as per provisions set out below:

a. By the Procuring Entity

19.1.1. The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence, the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in paragraphs (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in paragraph (e); and at least five (5) calendar days' written notice in case of the event referred to in paragraph (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Consulting Services for a period of not less than sixty (60) calendar days;

- (e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if it is determined that the Consultant has engaged under the Applicable Law in fraud and corruption, as defined in GCC Clause 10, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days' written notice to the Consultant, terminate the Consultant's engagement under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Entity fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Consulting Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Consulting Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall,

immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Consulting Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- (a) Payment for Consulting Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20 General

a. Standard of Performance

- 20.1 The Consultant shall perform the Consulting Services and carry out the Consulting Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Consulting Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the Third Parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-Consultants as are required to carry out the Consulting Services.
- 20.3 The Consultant may subcontract part of the Consulting Services to an extent and with such Key Experts and Sub-Consultants as may be approved in advance by the Procuring Entity. Notwithstanding such approval, the Consultant shall retain full responsibility for the Consulting Services.

b. Law Applicable to the Consulting Services

- 20.4 The Consultant shall perform the Consulting Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in Jamaica when

- (a) as a matter of law or official regulations, the Government prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6 The Procuring Entity shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21 Conflict of Interest

- 21.1 The Consultant shall hold the Procuring Entity's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

- 21.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2. Furthermore, if the Consultant, as part of the Consulting Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall comply with the applicable policies of the Government of Jamaica, and shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.

b. Consultant and affiliates Not to Engage in Certain Activities

- 21.1.3. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Consulting Services for the preparation or implementation of the Assignment, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

- 21.1.4. The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in

any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5. The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the 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 the Contract.

22 Confidentiality

22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Consulting Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Consulting Services.

23 Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24 Insurance to be Taken by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Consulting Services as stated in Clause GCC 13.

25 Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Consulting Services, and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-Consultants to permit, the Procuring Entity and/or persons appointed by the Procuring Entity to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Consulting Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity, if requested by the Procuring Entity. The Consultant's attention is drawn to Clause GCC 10.4 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's

inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to Contract termination (as well as to a determination of ineligibility under the Government's prevailing sanctions procedures.)

26 Reporting Obligations

- 26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said **Appendix**.

27 Proprietary Rights of the Procuring Entity in Reports and Records

- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Consulting Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Entity.
- 27.2 If licence agreements are necessary or appropriate between the Consultant and Third Parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28 Equipment, Vehicles and Materials

- 28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.
- 28.2 Any equipment or materials brought by the Consultant or its Experts into Jamaica for the use either for the Assignment or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Sub-Consultants

29 Description of Key Experts

- 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Consulting Services of each of the Consultant's Key Experts are described in **Appendix B**.

30 Replacement of Key Experts

- 30.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31 Removal of Experts or Sub-Consultants

- 31.1 If the Procuring Entity finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or the Procuring Entity determines that Consultant's Expert or Sub-Consultant has engaged in fraudulent or corrupt practice in breach of the Applicable Law, while performing the Consulting Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefor, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to Procuring Entity.
- 31.4 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

E. Obligations of the Procuring Entity

32 Assistance and Exemptions

- 32.1 Unless otherwise specified in the **SCC**, the Procuring Entity shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Consulting Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required

for their stay in Jamaica while carrying out the Consulting Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Consulting Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Consulting Services.
- (e) Assist the Consultant and the Experts and any Sub-Consultants employed by the Consultant for the Consulting Services with obtaining exemption from any requirement to register or obtain any permit to practise their profession or to establish themselves either individually or as a corporate entity in Jamaica according to the Applicable Law.
- (f) Assist the Consultant, any Sub-Consultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable Law, of bringing into Jamaica reasonable amounts of foreign currency for the purposes of the Consulting Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Consulting Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

33 Access to Assignment Site

- 33.1 The Procuring Entity warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Consulting Services. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-Consultants or the Experts of either of them.

34 Change in the Applicable Law Related to Taxes and Duties

- 34.1 If, after the date of this Contract, there is any change in the Applicable Law in Jamaica with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Consulting Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price amount specified in Clause GCC 38.1.

35 Services, Facilities and Property of the Procuring Entity

- 35.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Consulting Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

36 Counterpart Personnel

- 36.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding Procuring Entity's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity shall not unreasonably refuse to act upon such request.

37 Payment Obligation

- 37.1 In consideration of the Consulting Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. Payments to the Consultant

38 Contract Price

- 38.1 The Contract Price is fixed and is set forth in the **SCC**. The Contract Price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract Price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Consulting Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39 Taxes and Duties

- 39.1 The Consultant, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Entity on behalf of the Consultant.

40 Currency of Payment

- 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract, unless specified in the **SCC**.

41 Mode of Billing and Payment

- 41.1 The total payments under this Contract shall not exceed the Contract Price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1. Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee

acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

- 41.2.2. *The Lump-Sum Installment Payments.* The Procuring Entity shall pay the Consultant within sixty (60) days after the receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same sixty (60) day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 41.2.3. *The Final Payment.* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity. The Consulting Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within ninety (90) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Consulting Services and the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 41.2.4. All payments under this Contract shall be made to the account(s) of the Consultant specified in the **SCC**
- 41.2.5. With the exception of the final payment under GCC Clause 41.2.3 above, payments do not constitute acceptance of the whole Consulting Services nor relieve the Consultant of any obligations hereunder.

42 Interest on Delayed Payments

- 42.1 If the Procuring Entity had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.1.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

43 Good Faith

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

H. Settlement of Disputes

44 Amicable Settlement

44.1 The Procuring Entity and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

44.2 If, after twenty-eight (28) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Consultant may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Consulting Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

44.3 Notwithstanding any reference to arbitration herein,

- a. the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Procuring Entity shall pay the Consultant any monies due the Consultant.

45 Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
SCC 6.1 and 6.2	<p>The addresses are:</p> <p>Procuring Entity : The Airports Authority of Jamaica Norman Manley International Airport, Palisadoes, Kingston, Jamaica, West Indies</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>_____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
SCC 8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a JV consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><i>The Lead Member on behalf of the JV is [insert name of the member]]</i></p>
SCC 9.1	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
SCC 11.1	<p>The effectiveness conditions are the following:</p> <p>(i) Contract Signed</p> <p>(ii) Consultant Letter with accepted Date of Commencement of Services</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
SCC 12.1	Termination of Contract for failure to become effective: The time period shall be One (1) Month.
SCC 13.1	Commencement of Consulting Services: The number of days shall be six (6) days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.
SCC 14.1	Expiration of Contract: The time period shall be Seven (7) months.
SCC 21.1.3	The Procuring Entity reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes Such exceptions should comply with the GoJ's procurement policy provisions on conflict of interest
SCC 23.1	No additional provisions.
SCC 24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of One Million United States Dollars (US\$1,000,000.00)]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Entity's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage <i>in accordance with the Applicable Law in Jamaica</i> ; (c) Employer's liability and workers' compensation insurance in respect of the Experts and Sub-Consultants in accordance with the relevant provisions of the Applicable Law, along with travel or other insurance as may be appropriate; and (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Consulting Services, and (iii) any

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	documents prepared by the Consultant in the performance of the Consulting Services.
SCC 27.1	No exceptions
SCC 27.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.
SCC 32.1 (a) through (f)	None
SCC 32.1(g)	None
SCC 38.1	<p>The Contract Price is: _____ <i>[insert amount and currency for each currency as applicable]</i> inclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Consulting Services provided by the Consultant shall reimbursed by the Procuring Entity to the Consultant.</p>
SCC 39.1 and SCC 39.2	<p>The Procuring Entity warrants that the Procuring Entity shall reimburse the Consultant, the Sub-Consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Experts (other than nationals or permanent residents of Jamaica), in connection with the carrying out of the Consulting Services; (b) any equipment, materials and supplies brought into Jamaica by the Consultant or Sub-Consultants for the purpose of carrying out the Consulting Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Consulting Services and paid for out of funds provided by the Procuring Entity and which is treated as property of the Procuring Entity;

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(d) any property brought into Jamaica by the Consultant, any Sub-Consultants or the Experts (other than nationals or permanent residents of the Procuring Entity's country), or the eligible dependents of such Experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Entity's country, provided that:</p> <ul style="list-style-type: none"> i) the Consultant, Sub-Consultants and Experts shall follow the usual customs procedures of Jamaica in importing property into Jamaica; and ii) if the Consultant, Sub-Consultants or Experts do not withdraw but dispose of any property in Jamaica upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of Jamaica, or (b) shall reimburse them to the Procuring Entity if they were paid by the Procuring Entity at the time the property in question was brought into Jamaica.
SCC 40.1	The currency of payment shall be the following: United States Dollars (US\$)
SCC 41.2	<p>The payment schedule:</p> <p><i>[Note: Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract Price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Note: Total sum of all installments shall not exceed the Contract Price set up in SCC38.1.]</i></p>
SCC 41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% in foreign currency shall be made within 20 days after the receipt of an advance bank</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>payment guarantee by the Procuring Entity. The advance payment will be set off by the Procuring Entity in equal portions against <i>Payment #s 2 & 3</i>.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
SCC 41.2.3	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
SCC 42.1	<p>The interest rate is: National Commercial Bank Savings Rate.</p>
SCC 44	<p>Amicable Settlement</p> <p>Any claim for loss or damage arising out of breach or termination of the Contract shall be settled between the Procuring Entity and Consultant by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the Parties may mutually agree, then the Parties will jointly agree, within ten (10) days after the date of expiration of the period in which the Parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the Parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the Parties. If the dispute is not resolved between the Parties within thirty (30) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the Parties may mutually agree, the Mediator shall advise the Parties of the failure of the Mediation.</p> <p>For the purposes of this Clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one Party of a request from the other Party to meet and negotiate the matter in dispute.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>For the purposes of this Clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both Parties.</p> <p>Dispute Settlement</p> <p>In the event of the failure of the mediation between the Parties, the Mediator will record those verifiable facts that the Parties have agreed. Subsequently, the case will be handled by arbitration. The Parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The Mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Consultant shall continue to perform the Consulting Services in accordance with this Contract. Failure to do so shall be considered a breach of contract.</p>
SCC 45.1	<p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p> <p>For contracts with foreign suppliers, any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.</p>

IV. Appendices

Appendix A - Terms of Reference

INTRODUCTION

Currently Jamaica has two of its three international airports managed under concession or Public Private Partnership agreements, namely the Norman Manley International Airport (NMIA) and the Sangster International Airport (SIA).

The Government of Jamaica (GoJ), through the Airports Authority of Jamaica (AAJ) in April 2003 entered into a 30-year concession agreement with MBJ Airports Limited (MBJ) for the operation of SIA; and in October 2018 signed a 25-year concession agreement with PAC Kingston Airport Limited (PACKAL), a wholly owned subsidiary of Grupo Aeroportuario del Pacífico, S.A.B. de C.V. (GAP) for the operation of NMIA. It should be noted that GAP has 74.5% ownership in MBJ and 100% ownership in PACKAL.

The advent of the global pandemic - COVID-19, has resulted in economic fallout across many industries, with the air/travel industry not excepted. In each respective Concession Agreement (CA), the Concessionaires are entitled to trigger the Force Majeure Event provisions upon the occurrence of an epidemic which inter alia, materially and adversely affects the performance by the Concessionaires of their obligations and the enjoyment of their contractual rights. Subsequent to the granting of the contractual reliefs provided for in the Concession Agreements as remedies to ameliorate the adverse effects of the Force Majeure Event, both Concessionaires, that being PACKAL and MBJ, have submitted proposals that are seeking to modify/rebalance certain deliverables under their respective Concession Agreements (CA) in order to procure the economic recovery and long term sustainability of the airport concessions.

To facilitate discussions and assessment of the proposals, the Cabinet gave approval for the establishment of a Negotiation Team (NT) that will oversee the review, assessment, and to make the appropriate recommendations thereof as well as the engagement of an advisor who is to provide legal, financial and technical services to support the Negotiation Team.

The NT includes representatives from the Airports Authority of Jamaica (AAJ), Ministry of Transport and Mining (MTM), Ministry of Finance and Public Service (MOFP), Attorney General's Chambers (AGC), and the Development Bank of Jamaica (DBJ).

The GoJ thus intends to procure the services of a Transaction Advisor organised as a firm or consortium of experienced individuals. The Transaction Advisor is to provide support to the NT for the review and discussions in the areas of economic, financial, legal, technical and general risk assessments. Please note all reference to the 'Transaction Advisor' includes the entire advisory team, or relevant members, under the management of a single lead advisor who shall contract with the GoJ.

BACKGROUND

The GoJ's Policy Framework and Procedures Manual for the Privatisation of Government Assets: The Privatisation Policy ("Privatisation Policy") and Policy and Institutional Framework for the Implementation of a Public-Private Partnership Programme for the *Government of Jamaica* ("PPP Policy") establishes DBJ as the Privatisation Agency and PPP Unit to manage and coordinate the GoJ's Privatisation and Public-Private Partnership (PPP) programme. Under the Policies, DBJ manages and executes transactions on behalf of Ministries, Departments and Agencies (MDAs) relating to the development and implementation of Privatisation transactions and PPP projects, and reports to the Privatisation Committee of Cabinet. DBJ ensures that projects are structured in a manner that achieves the objectives of the GoJ and are compliant with the GoJ's Privatisation and PPP Policies. DBJ also provides secretariat and transaction management services to the Negotiation Team, and will be the central point of communication between the Transaction Advisor, the NT, and the Concessionaires.

The Negotiation Team has the following roles and responsibilities for the negotiation process:

- Oversees the transaction by evaluating, authorizing, and monitoring the Project as it progresses.
- Adequately represents the position of the AAJ and/or the MTM regarding the negotiation, where necessary, of the Concession Agreements.
- Reviews reports and any other due diligence information, and make the necessary recommendations.
- Recommends, where necessary, the negotiation strategy and the final negotiated terms for the NMIA CA and the SIA CA respectively.
- Ensures that bottlenecks in the process requiring ministerial or the AAJ facilitation are addressed expeditiously.
- Ensures that satisfactory records of the transaction process are maintained.
- Ensures that the PPP process complies with Jamaican labour laws.
- Ensures that the PPP transaction is conducted in accordance with the Privatisation Policy, the Public-Private Partnership Policy, and agreed rules and procedures.
- Recommends additional members for the team if and when necessary.

The AAJ and MTM will secure the financial resources for the review and where necessary, the negotiation process.

OBJECTIVES

To assist the Negotiating Team in assessing the long term recovery and sustainability proposals submitted by the Concessionaires with a view to deriving plausible recommendations for consideration by the GoJ, and ultimately negotiate on behalf

of the GOJ while protecting the fiscal responsibility and maintaining commercial and economic viability. This entails keeping the terms of the agreements in line with fiscal priorities, and that the project risks retained by the GoJ will not be fiscally destabilising.

SCOPE OF WORK

It is the Transaction Advisor's responsibility to identify and pursue all required information, while making sure that all analysis is complete. The specific tasks of the Transaction Advisor under this assignment will include the following:

TASK 1 - Desk Review and Inception Report

The Transaction Advisor will have to become familiar with all background documentation and shall be responsible for review of technical, financial and legal documents that are necessary for successful completion of the negotiations, including, but not limited to:

- the SIA CA and the NMIA CA.
- the economic and technical proposals from MBJ and PACKAL.
- the capital programme deliverables of the NMIA and SIA Master Plans.
- traffic forecast for both airports - pre and post COVID-19.
- existing laws and regulatory reports related to the concession, air transport and airport systems.
- reports on capex activities (and amount spent) to date for both airports; traffic trends at each airport prior to COVID-19; current industry analysis and projections; projected traffic numbers, industry expectations and service level requirements, new requirements in light of COVID-19, etc.
- relevant existing reports, studies, audits, etc. necessary to become familiar with the concession, airport and air transport sectors in Jamaica.
- the Policy and Institutional Framework for the Implementation of a Public-Private Partnership Programme for the Government of Jamaica ("PPP Policy").

The objective of the Desk Review and Inception Report is to:

- review the concession agreements, regulations, reports and other associated documents
- understand the context and background for the negotiation process
- ascertain whether the Concession Agreements provides a framework for renegotiation, identify and analyze the renegotiation process established in the CAs and the legal foundations that allow the negotiation in each concession
- identify and analyze the sources of revenues for the Concessionaires and the concession fees that the GoJ receives from each of the Concessionaires
- identify and analyze the economic variables that are allowed as a compensation method according to each CA
- prepare a work plan and timetable of the activities to be implemented

Task 1 Deliverable: On completion of the review, the Transaction Advisor will deliver an Inception Report. This report will include a summary of key findings for a technical, financial, economic and legal perspectives that will be useful for the negotiation process and the work plan and timetable of the activities to be implemented in the consultancy.

TASK 2 - Preparation of Negotiation Alternatives

The Transaction Advisor will prepare at least two negotiation alternatives for each concession, that will be the result of the following activities:

6. **Legal Assessment:** assess the legal feasibility of the negotiation process for both concessions, including the renegotiation process established in the Concession Agreements, the right of the Concessionaire and/or GoJ to invoke Force Majeure Clause, how demand risk is regulated in the Concession Agreements and the identification of an explicit clause or framework for rebalancing financial equilibrium. Provide a legal opinion on how to address the contract termination risk should the GoJ and a Concessionaire be unable to reach an agreement in the negotiation process. Developing and providing detail to the legal architecture and design of the negotiation alternatives and the contractual terms that will need to be modified in the current Concessions Agreements or other document, if necessary. The legal assessment is to also take into account all other aspects of the Preparation of the Negotiation Alternatives, providing an assessment/opinion in all areas such as the legal exposure (including Termination Payments) of the AAJ.
7. **Demand Analysis:** The demand analysis will include a detailed assessment of the aeronautical and non-aeronautical revenues prior to Covid-19, during Covid-19 (to be defined in collaboration with AAJ) and a projection going forward. The projection of demand will be prepared separately for both passengers and cargo. The analysis is to demonstrate impact of COVID-19 on the demand and revenues, monthly and annually. All the activities will be prepared in separated files for each concession.
8. **Technical and Cost Analysis:** The COVID-19 pandemic not only results in a fall in concession revenues but could also reduce maintenance and operation spend and capital investments. The Transaction Advisor will review the financial statements of each Concessionaire and any economic report of the Concessionaire and AAJ/MTM verifying and quantifying the investments, maintenance and operation costs prior and during Covid-19 to prepare a projection going forward ("after Covid-19"). The Transaction Advisor will also review output specifications and performance standards indicating if it is necessary to change any of them according to the new context.
9. **Financial Analysis:** The financial analysis will be done separately for each concession. The Transaction Advisor will review the existing financial models prepared by the Concessionaire and/or the GoJ, the financial statements of each Concessionaire and any financial/economic report of the Concessionaires and the AAJ. The demand analysis mentioned before will also

be included in the financial analysis. The Transaction Advisor will prepare for each concession at least two financial models: (a) without Covid-19, (b) with Covid-19, providing a justification for the discount rate used in the models and any other assumption for the economic/financial variables. Once the financial impacts have been quantified in terms of net present value, internal rate of return, annual equivalent cost and other financial indicators, the Transaction Advisor will model at least three alternatives for possible compensation to the Concessionaires for both airports, that is a financial model for each compensation variable, for example: (a) extension of the concession term, (b) deferral or reduction of capital programmes (c) fee reduction from Concessionaire to the GoJ. Those alternatives will need to be discussed with the Negotiation Team as the compensation variables need to be legally and fiscally feasible to implement. Financial Models shall be structured in a way that will enable the GoJ to manipulate the models for the purposes of negotiation and contract monitoring. Manuals or guidelines for financial models should be provided, the financial models should be provided as unlocked Excel spreadsheets inclusive of all detailed calculations and assumptions. Each financial model will include a clear and consistent summary to facilitate the understanding of the financial aspects, assumptions and conclusions. This summary will also include the identification and allocation of risks. If the mitigation mechanism is feasible, then the summary should contain recommendations to be implemented by the party identified to bear the risk.

- 10. Fiscal Impact and Affordability:** The main objective of this assessment is to determine if the GoJ can afford the potential compensation to be made to the Concessionaires should any of the proposals be accepted and recommended for inclusion in the review and possible negotiation process. The Transaction Advisor will analyse the: (a) fiscal impact of the different sets of alternatives for possible compensation to the Concessionaires; (b) the impact on the GoJ's overall fiscal budget, debt, and debt service position of each alternative; and (c) identifying fiscal risks and exposure to the GoJ and recommend mitigating measures. The Transaction Advisor will rank the alternatives, prioritizing the alternatives with the least fiscal impact.

Task 2 Deliverable: The Transaction Advisor shall deliver a Draft Negotiation Alternatives Report for each concession, containing the elements described above, the strategy for negotiation and any other information that would facilitate the negotiation process for the concessions. (inclusive of but not limited to):

- f. Legal Assessment Report
- g. Demand Analysis Report
- h. Technical and Cost Analysis Report
- i. Financial Analysis Report & Financial Models
- j. Fiscal Impact and Affordability Report

The Transaction Advisor will host workshops/meetings with the Negotiation Team, as necessary to present findings and receive feedback. Subsequently, after feedback from the Negotiation Team, the Transaction Advisor shall deliver a final Negotiation Alternatives Report which shall clearly distinguish the recommended alternatives for

negotiation for each concession and justify its selection based on the Transaction Advisor's assessment and conformity of the Negotiation Team.

TASK 3 - Support Negotiation Process between GOJ and Concessionaires

Upon approval from the GoJ of the recommended Negotiation Alternatives, the Transaction Advisor will provide the necessary financial, legal and technical advisory support for the negotiation process between the GoJ and the Concessionaires.

The Transaction Advisor will support the Negotiation Team, planning negotiation tactics and reviewing any proposal submitted by the Concessionaires or ideas presented by them (the Concessionaires) in the negotiation process.

The Transaction Advisor must prepare a Negotiation Report for each concession as an output of the negotiations, draft and finalise new or amended terms (of the Concession Agreement) if necessary.

Once the documents mentioned above are completed, the Negotiation Team will obtain Cabinet's approval of the final terms. On completion of the negotiation process, Cabinet will be requested to authorize the final agreed terms. Upon Cabinet's approval of final agreed terms, if deemed necessary or if required the AAJ will execute a concession amendment agreement with Concessionaires.

The Transaction Advisor shall provide the GoJ with all the necessary drafting and administrative support necessary for the entire negotiation process to be conducted with the highest standards of efficiency, transparency, quality and integrity.

Task 3 Deliverable: The Transaction Advisor will design a complete negotiation report for each concession (separately) including at least:

- Description of the economic and health context in Jamaica and the world with Covid-19.
- Description of the economic impact over the concessions for NMIA and SIA.
- Identification of the legal regulation and clauses of the Concession Agreement that allow the negotiation process.
- Identification of the clauses of the Concession Agreements that may be modified.
- Justification for the change in the existing clauses and/or the creation of new clauses in the Concession Agreement, if deemed necessary.
- Drafting of the new clauses and changes in the existing clauses of the Concession Agreement, if necessary.
- Description of the Concessionaire's and the GoJ's proposals and elements that allowed the teams to reach the final agreed terms in the negotiation process.
- Summary of the negotiation agreement indicating: the compensation variables, amount, fiscal impact for GOJ and risk transfer issues.

The Transaction Advisor will also provide the draft of the new or amended terms of each Concession Agreement, if and as required.

TEAM COMPOSITION & QUALIFICATION REQUIREMENTS FOR THE KEY EXPERTS

The Transaction Advisor shall be a firm or a consortium, able to demonstrate previous project experience in developing feasibility studies or supporting negotiation of PPP contracts (5 feasibility studies and/or 2 transaction advisory services for negotiation of PPP contracts).

(d) Team Leader/Financial Analyst

- Postgraduate Degree in Finance, Economics, Business or a similar relevant professional qualification
- At least twelve (12) years of international work experience in a senior role in reviewing, assessing, structuring, or advising on infrastructure PPP transactions (conducting financial feasibility studies and/or negotiation of PPP contracts);
- Completed at least three (3) financial analysis/modelling in the PPP airport sector.

(e) Legal Expert:

- Legal Education qualification at a minimum
- Legal and regulatory expert(s) with at least twelve (12) years' experience in corporate and project finance transactions; specifically providing legal advisory services on PPP transactions or similar assignments;
- Knowledge of Jamaica's legislative framework.

(f) Civil Engineer Expert:

- Possess at least a Degree (Bachelor's or Master's) in Engineering or equivalent qualification from a recognized tertiary institution
- A minimum of twelve (12) years' experience in developing technical feasibility studies for large infrastructure projects;
- At least three (3) experiences of feasibility studies in the airport sector.
- At least five (5) years experience in airport management, planning and operations.

Subject to the eligibility requirements listed above, teaming up with local Transaction Advisors and/or Key Experts will be considered an advantage. The Transaction Advisor (inclusive of all members of the team) must communicate effectively in English.

SCHEDULE OF DELIVERABLES

The intended start date for the commencement of services is Monday, 06 June 2022 and the time period for execution of the contract scope is estimated to be Friday, 23 December, 2022. The Transaction Advisor shall prepare deliverables in a form and manner acceptable to the GoJ according to the following suggested schedule:

Task #	Deliverable	Date of Submission	Review Period	Final	Payment %
1. Desk review and Inception Report	Inception Report	1 month after contract start date	3 weeks		10
2. Preparation of Negotiation Alternatives	g. Legal Assessment Report h. Demand Analysis Report i. Technical and Cost Analysis Report j. Financial Analysis & Financial Models k. Fiscal Impact and Affordability Report l. Negotiation Alternatives Report	3 months after contract start date	5 weeks + Approval - 3 weeks		25
3. Support Negotiation Process between GOJ and Concessionaires	Final Negotiation Report and Amended terms of Concession Agreements, if and as required	1 month after the final agreement with each of the 2 Concessionaires	4 weeks+ Approval - 3 weeks		65

Subject to the deliverable being in a form and manner acceptable to the GOJ, payment and the percentage of payment shall be according to the schedule outlined above. On confirmation by the GoJ that a deliverable is in a form and manner acceptable to the GOJ, all the intellectual property rights in the deliverable shall be immediately and automatically transferred to the GoJ and the GoJ shall make payment to the Transaction Advisor.

INDICATIVE SCHEDULE FOR COMMENCEMENT OF SERVICES

Transaction Advisor for Review of Economic Recovery and Long Term Sustainability Proposals submitted by Concessionaires of Norman Manley International Airport and Sangster International Airport

Task Name	Duration	Start	Finish
Consultancy Services	139 days	Fri 27/5/22	Wed 7/12/22
Consultant Notice to Proceed	1 day	Fri 27/5/22	Fri 27/5/22
Consultant Start Up	5 days	Mon 30/5/22	Fri 3/6/22
Desk review and Inception Report	22 days	Mon 6/6/22	Tue 5/7/22
DBJ Review	15 days	Wed 6/7/22	Tue 26/7/22
Preparation of Negotiation Alternatives	44 days	Wed 27/7/22	Mon 26/9/22
DBJ Review	25 days	Tue 27/9/22	Mon 31/10/22
Support Negotiation Process between GOJ and Concessionaires	22 days	Tue 1/11/22	Wed 30/11/22
End Consultation & Negotiations	5 days	Thu 1/12/22	Wed 7/12/22

REPORTING

The Transaction Advisor shall engage in weekly briefings with the Negotiation Team throughout the consultancy.

Format of the Outputs

Five (5) hard copies of each report will be presented -In addition, three (3) copies will be presented in electronic format using the following file formats (or equivalent) where relevant:

- DOC or DOCX
- XLS or XLSX
- PPT or PPTX
- PDF
- DWG or equivalent
- MPP or equivalent

All calculations, qualitative analysis and numerical data presented will be supported by spreadsheet models, which must include all formulae used in the calculations and the assumption made.

The units of measurement in the reports will be in SI metric units, if imperial measurements are provided the applicable metric value will be shown first with the imperial equivalent in bracket.

ASSIGNMENT COORDINATION

The AAJ is the designated Supervising Entity and shall be responsible for the approval of contractual reports and payment requests by the Transaction Advisor. In fulfilling this role, the designated representative of the Supervising Entity will facilitate and incorporate inputs from relevant stakeholders.

In particular, the designated representative of the Supervising Entity will facilitate and incorporate inputs from the Negotiation Team and others stakeholders.

CLIENT'S INPUT

The DBJ will provide access to existing studies and data related to the project to the Transaction Advisor. Meeting facilities including rooms and video conferencing facilities will be available.

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Appendix C - Breakdown of Contract Price

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under a technical weighting of 90 and above, the procuring entity shall, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the Ref “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the procuring entity prior to the contract’s negotiations.

Should these representations be found by the procuring entity (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the procuring entity shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the procuring entity before any such modification, (i) the procuring entity shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the procuring entity to the Consultants, the Consultants shall reimburse to the procuring entity any excess payment within thirty (30) days of receipt of a written claim of the procuring entity. Any such claim by the procuring entity for reimbursement must be made within twelve (12) calendar months after receipt by the procuring entity of a final report and a final statement approved by the procuring entity in accordance with Clause GCC 45.1(d) of this contract.”

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Consulting Services, the basic fees and away from the home office allowances (if applicable) indicated below:

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

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Procuring Entity's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

Appendix D - Form of Advance Payments Guarantee

[The bank, as requested by the successful Consultant, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Proposal Submission]*

Ref No. and title: *[insert number and title of bidding process]*

[Procuring Entity's letterhead]

Beneficiary: *[insert legal name and address of Procuring Entity]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Consultant]* (hereinafter called the "Consultant") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the provision of *[insert types of consulting services to be delivered]* (hereinafter called the "Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Consultant, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than toward delivery of the Consulting Services.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account *[insert number and domicile of the account]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Contract Price, has been certified for payment, or on the *[insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant under the Contract until *[insert date²]*.

¹ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

² Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

[signature(s) of authorized representative(s) of the bank]

in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."