



REQUEST FOR CURRICULUM VITAE

**CURRICULUM VITAE
CV#2017/E009**

Country:
JAMAICA

Project Name:
PUBLIC SECTOR EFFICIENCY PROGRAM

Technical Corporation #:
3121/CH-JA

Title of Consulting Services:

**COMMUNICATION OFFICER FOR THE HUMAN RESOURCE MANAGEMENT
(HRM) TRANSFORMATION PROGRAMME**

Cabinet Office
Public Sector Transformation and Modernisation Division (PSTMD)

October 2017

TABLE OF CONTENTS

SECTION 1: Instructions to Consultants.....2

SECTION 2: Terms of Reference.....4

SECTION 3: Standard Forms.....8-22

- Template for Curriculum Vitae.....8
- Template for Consultant’s Experience.....9
- Template Bid Submission Letter.....10
- Specimen of Standard Contract.....11
- Eligibility And Integrity Certification.....21

SECTION 4: Eligible Countries.....23

SECTION 1

INSTRUCTIONS TO CONSULTANTS (ITC)

CV#2017/E009: COMMUNICATION OFFICER FOR THE HUMAN RESOURCE MANAGEMENT (HRM) TRANSFORMATION PROGRAMME

An individual will be selected using the **Selection Based on Comparison of Qualification of National Individuals (QCNI)** methodology and procedures described in this ITC, in accordance with the Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank (GN-2350-9) and the Government of Jamaica detailed in the Handbook of Public Sector Procurement Procedures respectively.

1. We kindly ask that your submission **must include the following in the format specified:**
 - Curriculum Vitae (Attachment 1)
 - Consultant's Experience (Attachment 2)
 - Submission letter (Attachment 3)
2. The Curriculum Vitae and all related documents should be submitted in English no later than **Friday, November 3, 2017, at 1:00 p.m. at the electronic Government Procurement Portal (www.gojep.gov.jm) as well as via email at psmd.proc@cabinet.gov.jm.**
3. From the date that the submission is opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to their submission. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Curriculum Vitae, and recommendation for award of Contract may result in the rejection of the Consultants' submissions.
4. The evaluation committee, appointed by the Client, evaluates the CVs on the basis of their responsiveness to the Terms of Reference. ***Only those consultants that have met the minimum requirements will be shortlisted and interviewed.*** The consultant scoring the highest point over 75 will be invited for negotiation and award of contract.
5. Individuals may request clarifications of any of the attached documents up to three (3) working days before the curriculum vitae submission date. The deadline for clarification is **Tuesday, October 31, 2017.**

The Client will post the response on the electronic Government Procurement Portal (www.gojep.gov.jm).

At any time before the submission of curriculum vitae, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited individual, amend the attached documents. Any amendment shall be issued in writing through addenda and posted on its website. Addenda shall also be sent to all individuals

who indicated their intention to submit curriculum vitae and will be binding on them. The Client may at its discretion extend the deadline for the submission of curriculum vitae.

The Client reserves the right to annul the procurement process and reject all curriculum vitae at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the ground of the Client's action. **The Client reserves the right to withdraw this invitation without providing reason(s) at any time before the deadline for submission of curriculum vitae.**

6. Individuals will be required to submit a **Tax Compliance Certificate (TCC)** within ten (10) days of notice of award of contract.
7. The ITC includes the following documents:
 - Template for Curriculum Vitae
 - Template for Consultant's Experience
 - Template Bid Submission Letter
 - Specimen of Standard Contract
 - Eligible Countries

SECTION 2 TERMS OF REFERENCE

FOR

COMMUNICATION OFFICER FOR THE HUMAN RESOURCE MANAGEMENT (HRM) TRANSFORMATION PROGRAMME

1. SERVICES REQUIRED

The Government of Jamaica (GoJ) (the Client), represented by the Office of the Cabinet (OoC), seeks to contract a Communication Officer to plan and implement activities to support the Human Resource Management (HRM) Transformation Programme.

2. BACKGROUND

The Government of Jamaica (GOJ) is introducing an integrated human resource and payroll system across the public sector. When completed, over 120,000 employees and 200 entities will benefit from the system. The project is being implemented on a phased basis with the first batch of ministries, departments and agencies (MDAs) being fully brought onto the system by 2018.

The introduction of the system is part of the Human Resource Management (HRM) Transformation Programme being undertaken by the Ministry of Finance and the Public Service to increase efficiency of HRM processes, ensure accuracy of the Government's payroll and maximise the performance of human capital.

The successful implementation of this far-reaching programme hinges on the execution of an effective communication strategy. As such, the GOJ is seeking a Communication Officer to assist with the implementation of a holistic communication plan for the HRM Transformation Programme.

3. ASSIGNMENT OBJECTIVE

The Communication Officer is required to plan and implement activities to support the HRM Transformation Programme.

4. CHARACTERISTICS OF THE CONSULTANCY

4.1. Type of Consultancy: Individual Consultant

4.2. Place of Work: Jamaica

4.3. Duration of Assignment: One Year renewable

5. SCOPE OF WORK

The Communication Officer role is responsible for helping, mainly the Communication Lead and the Change Management Lead, in executing activities to support the successful implementation of the integrated HR and payroll system as well as rolling out a new HR operating model. This is a frontline role that will make a vital contribution to the growth of the communication function of the Programme Team.

Main Duties and Responsibilities

1. Assist with the implementation of communication plans including event planning and management, writing content for all media and research
2. Initiate and sustain good relationships with key stakeholders
3. Source and develop local case studies for use across all communication channels including traditional media, website, marketing materials and newsletters
4. Help develop and implement a consistent brand and visual identity across the Government of Jamaica

6. DELIVERABLES

The deliverables under this assignment are as specified in the table below:

Key Deliverables	Standards for Delivery
1. Work Plan	Work plan to be agreed with the Communication Lead, identifying tasks, performance standards, duration, start and finish dates, and required resources.
2. Monthly Reports	<p>Monthly Reports in agreed format that provide status, activities conducted, challenges, next steps and current progress of deliverables. The Progress Reports will contain, <i>inter alia</i>, the following:</p> <ol style="list-style-type: none"> a) overall progress made in the assignment with reference to the agreed work plan, with special reference to progress made during the month; b) difficulties, if any, encountered in carrying out the assignment and proposed solutions; c) new areas and issues encountered or risks identified, and the

Key Deliverables	Standards for Delivery
	<p>proposed approach to dealing with them;</p> <p>d) an update of the Work Plan and proposed changes, if any;</p> <p>e) proposed activities for the following month; and</p> <p>f) any other relevant information for the period</p>
3. Final Report	<p>A Final Report:</p> <ul style="list-style-type: none"> • outlining activities in the final month of the assignment • an overview/retrospective of the entire period of execution of the assigned functions and identifying opportunities and challenges, and the strategies used to overcome these. <p>The report should also indicate lessons learnt, good practices to be promoted and recommendations for the way forward.</p>

7. COORDINATION AND REPORTING

The Communication Officer will report to the Communication Lead and will be required to submit monthly reports on the activities under the programme.

8. EXPERTISE REQUIRED

The Communication Officer will be an experienced individual with demonstrated capability in writing for all media platforms and a general understanding of government communication.

8.1. The Communication Officer will be expected to have the following minimum qualifications:

8.1.1. Education and Experience

- A Bachelor's Degree from a recognised university in Journalism, Communication, Public Relations or equivalent qualification
- Three (3) years' communication and public relations work experience

8.2. The Communications Officer will be expected to demonstrate the following skills/competencies:

- Excellent oral and written communication skills with the ability to present complex material in a simple and understandable way
- Event planning and management
- Ability to work effectively at all levels in an organisation
- Strong interpersonal and relationship building skills
- Strong analytical and creative skills
- Ability to work effectively as a team player in a dynamic environment
- Effective project management, administrative, organisation and time management skills
- Proficiency in using the Microsoft Office Suite of software
- Understanding of how to use social media tools to effectively listen, communicate, and build relationships with targeted stakeholders
- Superior attitude - flexible and willing to undertake a wide variety of non-routine tasks

9. LOCATION AND SUPPORT

9.1. The Communication Officer will be provided with offices in Kingston, Jamaica any other assistance as may be reasonably required to undertake the duties identified in this TOR.

9.2. The Communication Officer must be able to participate in activities during business hours, as well as non-business hours on a regular basis as the position demands.

9.3. Travel will be required for the purpose of site visits, client and stakeholder meetings, etc.

10. COMMENCEMENT DATE

The Communication Officer must be prepared to commence the assignment by 1st December 2017.

SECTION 3
STANDARD FORMS

ATTACHMENT #1

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position:** _____

2. **Name of Individual:** _____

3. **Date of Birth:** _____ **Nationality:** _____

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

5. **Membership of Professional Associations:** _____

6. **Other Training:** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

7. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

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

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

ATTACHMENT # 2

Consultant’s Experience

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

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

Individual’s Name: _____

ATTACHMENT #3

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

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

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

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Individual: _____

Address: _____

Email: _____

Telephone: _____

ATTACHMENT #4

CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-Sum Payments



Government of
Jamaica



**Inter-American
Development
Bank**

CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump-Sum Payments

**SAMPLE CONTRACT FOR
INDIVIDUAL CONSULTING SERVICES**

**LUMP-SUM PAYMENTS
(IADB FINANCED)**

CONTRACT

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

WHEREAS

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

NOW THEREFORE THE PARTIES hereby agree as follows:

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

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed

by the parties in writing.

3. Payment

A. Ceiling

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

B. Schedule of Payments

The schedule of payments is specified below:¹

[insert amount and currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount and currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount and currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total

C. Payment Conditions

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

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Annex B, "Consultant's Reporting Obligations," shall be submitted in the course of the

¹ Modify, in order to reflect the output required, as described in Annex B.

assignment, and will constitute the basis for the payments to be made under paragraph 3.

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will so notify the Consultant in writing specifying the problem. The Consultant will have a period of fifteen (15) working days from the date of receipt of the notification, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyze same, make comments, require revisions and/or corrections, or to accept it.
- 6. Relation between the parties** None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the parties, their representatives and employees. It is understood that the legal status of the Consultant and of any person who provides services as a result of this Contract is simply that of an independent contractor.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the [Client or the Bank²]. The Consultant may retain a copy of such documents and software³.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of the [*insert Client's country*], and the language of the Contract shall be English.

² Select Client, if the resources of the financing are from a Loan Contract: or Bank, if the resources are provided from a Technical Cooperation.

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8

12. Dispute Resolution⁴

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

13. Eligibility

(a) The Consultant shall have the nationality of a Bank's member country. A Consultant shall be deemed to have the nationality of a country if he/she complies with the following requirements:

An individual is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:

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

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

The Consultant shall submit the form "Suppliers' Certificate" (Appendix C), included as part of the Contract Forms, declaring that the goods and related services have as their origin a member country of

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

the Bank. The submission of this form to the Client shall be a condition for receiving payment. The Client reserves the right to require any additional information from the Consultant to verify that the goods and related services have as their origin a member country of the Bank.

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

14. Conflict of Interest

The Consultant:

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

15. Fraud and Corruption

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

or becomes aware, during the Selection Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited⁵. The Bank shall also take action in the event of any deed or complaint involving alleged acts of fraud and corruption, in accordance with administrative procedures of the Bank.

16. Cancellation of the Contract

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

17. Amendments

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

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

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

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

ATTACHMENT 5

ELIGIBILITY AND INTEGRITY CERTIFICATION

(APPLICABLE TO INDIVIDUAL CONSULTANTS' CONTRACTS – POLICIES FOR THE SELECTION AND CONTRACTING OF
CONSULTANTS FINANCED BY INTER-AMERICAN DEVELOPMENT BANK)
(MUST INTEGRATE THE RESPECTIVE CONSULTING SERVICES AGREEMENT AS AN ANNEX)

In order to comply with the ELIGIBILITY and INTEGRITY REQUIREMENTS for my contracting, by the Inter-American Development Bank (hereinafter the Bank), as an international or national consultant in connection with a project (or program) financed by the Bank, I HEREBY CERTIFY THAT:

- 1) I am a citizen or a "bona fide" permanent resident of the following Bank member country: _
- 2) I will hold only one full-time contract financed with Bank resources at any given time and should I hold more than one part-time contract financed with Bank resources at any given time, I will only charge a single project or program for the tasks I carry out in any given day.
- 3) If I was part of the Bank's staff within two years prior to the execution of this consulting services contract, I have not participated directly and principally in the operation to which this contract relates.
- 4) I will provide objective and impartial advice, and I confirm that I have no conflicts of interest in accepting this contract.
- 5) I have no working or family relationship with any member of of the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Project Beneficiary management or staff who may have been directly or indirectly involved in the: (i) preparation of Terms of reference (TOR) of this contract, (ii) the selection process or the supervision of this contract.
- 6) If I am a government official or public servant I hereby declare that: (i) I am on leave without pay during the execution period of this contract, (ii) I have not worked for the Borrower, Executing Agency, Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary for the period of _____ (expressly specify the period) (days, months...) prior to such leave, and (iii) my hiring does not result in a conflict of interest as indicated in paragraph 1.9 of the Bank's Consultants Policy.
- 7) I will uphold the highest ethical standards, and will not incur in any of the Prohibited Practices set forth in the Bank's Consultants Policy, whose definition I hereby acknowledge. Moreover, I hereby declare that I have not been considered ineligible to participate in any contract financed by another international financial institution with whom the Bank has entered into agreements for the mutual recognition of sanctions (cross disbarment). Should the Bank determine, in accordance with its sanctions procedures, that I have engaged in any Prohibited Practice during the selection process or during the execution of this contract, the Bank may adopt one or more of the following measures:
 - (a) Issue a warning;
 - (b) Inform the Borrower, Executing Agency Contracting Agency or, in the case of a Technical Cooperation, the Beneficiary and/or the t authorities responsible for enforcing the laws in the respective country, about the conclusions reached by the Bank as a result of its internal procedures in order to enable them to take the appropriate action;
 - (c) Object to my contract, and
 - (d) Consider me ineligible, either temporarily or permanently, to be contracted or subcontracted by an eligible third party if my fees will be financed with Bank resources or with funds administered by the Bank.

I UNDERSTAND THAT ANY FALSE OR MISLEADING INFORMATION I MAY HAVE PROVIDED IN CONNECTION WITH THIS CERTIFICATION OR IN CONNECTION WITH THE BANK'S POLICIES

WILL RENDER THIS AGREEMENT NULL AND VOID, WILL ENTITLE THE BANK TO ADOPT THE MEASURES IT DEEMS PERTINENT IN ACCORDANCE WITH ITS POLICIES AND REGULATIONS, INCLUDING SANCTIONS AND WILL NOT ENTITLEME TO ANY INDEMNIFICATION OR TO ANY OTHER FORM OF COMPENSATION.

SIGNATURE: _____ NAME: _____ DATE: _____

SECTION 4

ELIGIBLE COUNTRIES

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

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

Eligible Territories are:

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

Nationality and origin of Goods and Services Criteria

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

(A) Nationality.

- a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
 - i. is a citizen of a member country; or
 - ii has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
- b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
 - i. is legally constituted or incorporated under the laws of a member country of the Bank; and

- ii. more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

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

(B) Origin of Goods.

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly, another commercially recognized article results that differ substantially in its basic characteristics, function, or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

(C) Origin of Services.

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