

**Programme to Accelerate the Digital Transformation Agenda
of Trinidad and Tobago
IDB Loan-TT-L1061**

TT-L1061-P00051: Terms of Reference for the Engagement of an Individual Consultant
Component Coordinator for the Accelerating the Growth of the Digital Economy (Component 2)

Submission Date: Monday 27th July, 2026 @ 11:59 p.m AST

1.0 BACKGROUND

The Ministry of Digital Transformation (MDT) was previously established on July 12, 2021. In May 2025 it was merged with the Ministry of Public Administration to form the Ministry of Public Administration and Artificial Intelligence (MPAAI) (Gazette No. 81 of 2025) MPAAI's portfolio of business includes:

- I. Electronic Human Capital Management (IhRIS)
- II. HRM Policy Development and Monitoring
- III. Open Government
- IV. Oversight for Transformation Heritage Buildings
- V. Public Management Consulting
- VI. Public Service Administration and Management
- VII. Public Service Legislative Framework
- VIII. Public Service Modernisation
- IX. Public Service Training and Development
- X. Property and Real Estate
- XI. Strategic Human Resource Management
- XII. Business Continuity
- XIII. Digital Government
- XIV. Digital Transformation–E-identity–Government Services On-line–Public Service
- XV. ICT Governance - Systems Interoperability
- XVI. ICT Access Centres
- XVII. Information and Communication Technology-ICT Policy, Strategy and Management- National ICT Planning
- XVIII. Information and Data Protection

Oversight Responsibilities:

- National Information and Communication Technology Company Limited (iGovTT)
- Telecommunications Authority of Trinidad and Tobago (TATT)
- TTconnect Service Centre

The Inter-American Development Bank (IDB) has approved a loan application from the Government of the Republic of Trinidad and Tobago (GoRTT) to implement the Programme to Accelerate the Digital Transformation Agenda.¹ As one of the region's earliest adopters of a digital development agenda GoRTT, through the Ministry of Public Administration and Artificial Intelligence (MPAAI), has embraced a government-as-a-platform model, where the state leads and enables the private sector, civil society, academia, and ordinary citizens in the collaborative execution of digital transformation initiatives, which reflects regional good practice on the proper structure for holistic digital transformation. The direct beneficiaries of this Programme will be the citizens, public sector employees, and companies within Trinidad and Tobago.

The inclusion of "Artificial Intelligence" in the Ministry's name reflects the Government of Trinidad and Tobago's strategic commitment to positioning AI as a cross-cutting enabler of public sector modernization, digital transformation, and improved service delivery outcomes. This commitment supports the development of robust policy frameworks, the adoption of emerging technologies across the public sector and the strengthening of institutional capacity to effectively leverage AI and digital solutions in the delivery of the government services. It also ensuring alignment with the Programme to Accelerate the Digital Transformation Agenda.

¹ <https://www.iadb.org/en/news/trinidad-and-tobago-will-advance-digital-transformation-idb-support-0>

Following a programme re-scoping exercise conducted in July 2024, implementation priorities and delivery timelines were refined to better support the achievement of programme objectives. As the Programme enters a critical phase of execution, there is a need for accelerated delivery, strengthened coordination, and enhanced technical support to advance key activities and outcomes.

This loan will prioritize the following objectives: (i) delivering simplified and inclusive public services using digital technologies, (ii) increasing digital capabilities of the national workforce and firms; and (iii) strengthening the government's ability to protect against and respond to cyberattacks. To achieve these objectives, the Programme will be implemented through the following components:

- Component 1: Improving the institutional framework for digital innovation.
- **Component 2: Accelerating the growth of the digital economy.**
- Component 3: Strengthening national cybersecurity capabilities.

A dedicated Programme Executing Unit (PEU) will be established in the MPAAI, and the PEU will be responsible for the overall execution of all components of the Loan Programme, in accordance with IDB and GoRTT project management policies and procedures. The MPAAI is seeking to engage the services of a **Component Coordinator for Component 2: - Accelerating the Growth of the Digital Economy.**

Given the inter-dependencies across programme work streams, the role will also require close collaboration and coordination with the other Component Coordinators, particularly in relation to digital identity, interoperability, and digital skills initiatives, with matters requiring strategic intervention escalated through the Programme Manager, as appropriate.

2.0 OBJECTIVES OF THE CONSULTANCY

2.1 General Objectives

The Component Coordinator shall be responsible for driving implementation and delivery of all assigned Component 2 outputs under the *Programme to Accelerate the Digital Transformation Agenda*. The Coordinator shall lead procurement advancement, consultant management, implementation tracking, stakeholders coordination and Result Matrix progression across all assigned activities.

The Coordinator shall serve as the operational lead for Component 2 and will be accountable for maintaining delivery momentum, resolving implementation bottleneck and ensuring timely advancement of programme outputs linked to digital innovation, workforce development, MSME digital transformation and digital inclusion initiatives.

These will be achieved by leading initiatives that improve the digital capabilities of the national workforce; strengthen the operational capacities of fabrication labs (fab labs), incubators, and accelerators and support the establishment of a Center of Excellence (CoE) for innovation and skills development. Additionally, the role involves managing grant funding to facilitate the digital transformation of competitively selected Micro, Small and Medium Enterprises (MSMEs).

Specific Objectives

- i. The Coordinator shall be directly accountable for advancing implementation against the Component Result Matrix indicators and ensuring measurable movement of agreed programme outputs within approved implementation timelines.

- ii. Leads implementation management for all assigned Component 2 activities, including procurement coordination, consultants oversight, stakeholder management, implementation sequencing and delivery tracking to ensure achievement of programme output indicators within approved timelines and budgets.
- iii. Facilitates the identification, development and approval of key resources (people, technology, financial) needed to execute the work for each initiative.
- iv. Builds and manages relationships with project teams and their stakeholders with a focus on collaboration and communication to ensure project issues are identified, discussed, actioned, assigned and resolved.
- v. Ensures that the programme adheres to the recommended guidelines established to realize the Environmental and Social Management Systems (ESMS) components that assess and manage environmental and social risks and impacts on vulnerable communities.
- vi. Contributes to required reports such as the annual operating plan (that includes a detailed timetable of corresponding activities, the resources needed, targets to be achieved and actions needed to achieve them), semi-annual achievement report, monthly status report, annual work plans, etc.

3.0 SCOPE OF SERVICES

Project Management Oversight

- i. Develops and maintains comprehensive project documentation using standardized templates as needed to effectively manage project resources.
- ii. Provide strategic and technical oversight into the implementation of Component 2 activities.
- iii. Ensure timely delivery of programme outputs in alignment with the loan agreement and national digital transformation strategy.
- iv. Manages the expectations of diverse and multi-disciplinary stakeholders in the public and private sectors aligning with the objectives of the programme.
- v. Identifies and participates in activities across interdependent projects within the program and external to the programme. Contributes to the finalization of documentation (call for proposals/interests, application forms, evaluation criteria and forms, contract templates, etc.) to operationalise the program activities.
- vi. Prepare technical reports with input from Subject Matter Experts.

Promote Inclusive Digital Skills Development and ICT Capacity Building

- I. Facilitate access to technology-enabling learning platforms.
- II. Lead the development of inclusive digital training programs tailored to specific audiences.
- III. Collaborate with relevant stakeholders in the implementation of initiatives to improve digital literacy and capabilities across the national workforce.

Strengthen Innovation Ecosystem

- I. Oversee capacity-building efforts for fabrication labs (fab labs), incubators and accelerators.
- II. Lead the establishment and operationalisation of a Center of Excellence (CoE) for digital innovation and skills development.
- III. Lead and promote collaboration between public, private and academic institutions to foster innovation and entrepreneurship.
- IV. Demonstrated experience building and scaling organizations or strategic initiatives from concept through operational implementation and sustainability.

Support MSME Digital Transformation

- I. Manage the design and roll-out of a competitive funding mechanism for MSMEs.
- II. Provide technical guidance to MSMEs on adopting digital tools and platforms to enhance productivity and market access.
- III. Monitor and evaluate the impact of digital transformation initiative.

Stakeholder Engagement, Management and Coordination

- i. Maps the digital ecosystem and its actors and cultivate relationships with ecosystem actors such as business support organizations, universities, digital skills and service providers, businesses associations and individual businesses in various stages of development, from start-up to mature companies: Activities may include:
 - a. Assessment of the businesses' needs according to their development stage and other relevant segmentation's criteria (such as sector, digital maturity, gender, age of the firm, productivity).
 - b. Develops strategy and action plans to enable the mechanisms for MSME's to access the digital transformation tools and digital skills available under the program.
 - c. Identifies synergies with related ecosystem activities, policies, and programs.
- ii. Oversees and supports the preparation of documentation required for external communications to external stakeholders identified to participate in the program activities.
- iii. Cultivate trust with all Programme stakeholders.
- iv. Develops and strengthens collaboration with relevant government agencies, partners, the Bank and other stakeholders to facilitate their understanding and support of the key activities that are aimed towards stimulating the digital economy.
- v. Measures and tracks stakeholder satisfaction and results.
- vi. Liaise with government ministries, funding agency, private sector partners and civil society to ensure alignment and buy-in.
- vii. Facilitate knowledge sharing and capacity building across stakeholder groups.
- viii. Represent the programme in technical working groups, forums and public engagements.
- ix. Convenes and chair coordination meetings with relevant MDA focal points and implementation partners.

Monitoring, Evaluating, Reporting and Quality Assurance

- i. Track implementation performance against the Result Matrix indicators and prepare escalation reports where outputs are off-track.
- ii. Monitors the overall health of project activities under (costs, deliverables, scope, schedule) and makes recommendations for improvement and innovation.
- iii. Documents practices, experiences and lessons learned for the benefit of future projects.
- iv. Documents principles, practices and experiences gained from implementing the project component and ensures appropriate management and storage of such information for the benefit of future projects.
- v. Develops and deploys data collection instruments necessary to collect data from beneficiaries of the program that feeds into results-based monitoring and evaluation.
- vi. Develop performance indicators and track progress against Component 2 targets.
- vii. Prepare periodic technical reports and recommendations for programme steering committee, Permanent Secretary and relevant authorities.
- viii. Ensure data-driven decision making and continuous improvement of programme activities.

Communications and Reporting

- i. On-site visits with project stakeholders who provide deliverables or in receipt of the services or goods to be delivered under the programme. This will include travel to sites including Tobago.
- ii. Leads the relationship with external partners and GoRTT stakeholders, contributing to the implementation, including the drafting of terms of reference, evaluations and supervision of external experts or firms.
- iii. Organizes and contributes to workshops, conferences, or other events planned within the component scope.
- iv. Maintain structured implementation governance and escalates bottle-neck (delivery, risk and opportunities) affecting timelines.
- v. Ensures timely and accurate submission of all requisites and on-demand reports to MPAAI's and the PEU's PgM.
- vi. Regularly reports on implementation progress to the IDB, MPAAI, and other partners including through presentations and/or progress reports.

Risk Management and Reporting

- i. Performs risk management activities, managing the risk register and performing key activities needed to identify and manage risks that impact the success of the project.
- ii. Manages risks and implementation of change resolution processes aimed at corrective action.
- iii. Ensures compliance with Programme policies and standards and the Environmental and Social Management framework.
- iv. Ensures that Programme implementation follows the stipulations of the loan agreement.
- v. Escalates issues that threaten Programme success, as necessary.

Procurement and Financial Management

- i. Draft and drive all Component 2 TORs through the process including IDB Non-Objection.
- ii. Contributes input to the update of the procurement plan in accordance with the project execution plan and annual programming.
- iii. Supervises and provides technical input to ensure the quality and timely submission of deliverables from consultants and consulting firms.
- iv. Contributes input to the preparation of financial statements and status reports.
- v. Contributes to the program's budgetary statements and keeps them up to date.
- vi. Provides input to fiduciary risk for financial and procurement management and follows through with mitigating actions.

First 90-Days Deliverables

Within the first ninety (90) days of engagement, the Coordinator shall:

- i. Produce a consolidated implementation work-plan aligned to the MPAAI programme priorities, procurement and the Results Matrix milestones.
- ii. Established formal coordination mechanism with all relevant MDA focal points and implementing stakeholders.
- iii. Advance at least two procurement processes to TOR approval/no-objection stage.
- iv. Establish implementation tracking and reporting mechanisms for assigned outputs.
- v. Identify implementation bottlenecks and escalate delivery risk and opportunities affecting programme timeline, and

- vi. Produce and implementation acceleration plan for all delayed outputs under the assigned Component.

4.0 QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The Consultant will be expected to possess the following:

4.1 Qualifications:

- a) Post graduate degree in business administration, digital transformation or economics, or social sciences, or human resources, international development or development studies or entrepreneurship, or digital innovation or technology management, or engineering, or a related discipline.
- b) Bachelor's in business administration, digital transformation or economics, or social sciences, or human resources, international development or development studies or entrepreneurship, or digital innovation or technology management, or engineering, or a related discipline.
- c) Certifications in internationally recognized project management such as Project Management Professional (PMP®), PRINCE2®, or Chartered Project Professional (ChPP) or equivalent.
- d) Digital Transformation: APMG Digital Transformation or equivalent.

4.2 General Experience:

- a) Seven (7) years of progressive professional experience leading digital and strategic transformation initiatives in the public or private sector to support economic development.
- b) Seven (7) years of experience managing digital transformation projects and programmes in the public or private sector.
- c) Demonstrated experience coordinating strategic transformation initiatives involving multiple stakeholders and cross-functional teams.

4.3 Specific Experience:

- i. Progressive professional experience with strategic transformation initiatives boosting economic development in the public or private sector projects.
- ii. Experience in leading digital transformation projects in the public or private sector
- iii. Seven (7) year experience in building strategic partnerships with MSMEs and entrepreneurs within innovation and entrepreneurship ecosystems, particularly in Small Island Developing States (SIDS).
- iv. Seven (7) year experience supporting digital business support organizations, incubators, accelerators and CoEs that promote innovation and the adoption of emerging technologies to enhance productivity and economic growth.
- v. At least 2 years of experience in designing and coordinating competitions and competitive calls for proposals (including setting up evaluation panels, application forms, selection and evaluation criteria, contract templates, and other such related processes).
- vi. Demonstrated experience building and scaling organizations or strategic initiatives from concept to operational maturity.
- vii. Experience with at least two (2) or more initiatives in the private sector and/or with donor-funded projects is mandatory.
- viii. Previous work experience with multi-lateral funding organizations such as the Inter-American Development Bank, World Bank CAF Development Bank and UNDP would be an asset.

5.0 KNOWLEDGE, SKILLS, ABILITIES AND COMPETENCIES REQUIRED

- Ability to use project management tools.
- Experience in drafting Terms of Reference and evaluating tenders.
- Demonstrated expertise in Digital Inclusion Strategies: improving access to technology, including to under-served populations.
- Experience in MSME Support: guiding digital adoption and managing funding mechanism.
- Experience in negotiation and conflict resolutions
- Demonstrated knowledge of the business, economic, innovation and entrepreneurship contexts in the regional environment.
- Demonstrated knowledge of institution-building, organizational development, innovation ecosystem development, business model design, governance frameworks, operationalisation strategies and sustainability planning for digital economy initiatives.
- Understanding various digital technologies and trends in moving to a digital economy.
- Understanding of the needs of the private sector in Trinidad and Tobago.
- Digital Economic Development and practices in the private sector.
- Stakeholder Management and mobilization of financial resources.
- Effective influencing and negotiating skills.
- Change management principles and practices.
- Strategic knowledge of the digital economy, accelerators in relation to MSMEs.
- Engagement with financial investor communities.
- Constructive and Analytical Thinking.
- Results driven.
- Learning and improving.
- Political awareness.
- Managing Teams.

6.0 COMPULSORY COMPLIANCE

- Eligibility: as per *Policies for the Selection and Contracting of Consultants Financed by IDB* 1.13 of GN-2350-15) as per information on Eligible Countries at Annex 3.
- No Conflict of Interest: as per 1.11 of GN-2350-15.
- Not Sanctioned by the Bank: IDB's Group List of sanctioned firms and individuals – <https://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals%2C1293.html>

7.0 DURATION OF CONSULTANCY

The MPAAI is seeking to engage a consultant for a period of thirty-one (31) months. An evaluation of services delivered will be conducted at the expiration of the first three (3) months of the consultancy. Performance under the consultancy shall be assessed based on measurable advancement of assigned Result Matrix indicators, procurement progression, implementation milestones and delivery timelines.

MPAAI is not obligated to continue the engagement if the evaluation is not satisfactory. An annual evaluation of services will be done thereafter for the period of engagement. Upon expiration of the term of the consultancy and for the duration of the Loan, MPAAI may, at its sole discretion, extend the consultancy for a period to be determined by MPAAI and by agreement in writing between the parties.

8.0 SELECTION CRITERIA

See Annex I attached.

9.0 REPORTING

The Consultant reports to the Programme Manager (PgM) on technical, administrative, and fiduciary issues and will work closely with the MPPAI PEU team and the IDB specialists.

The Consultant will be required to complete project performance reports as outlined in the respective project plans and submit them to the Programme Manager weekly. This will include summarisation of achievements, RAID and upcoming milestones and statuses.

The Consultant must submit monthly invoices with respect to work completed to initiate the payment process.

10.0 PAYMENT CONDITIONS

Upon execution of a contractual agreement between the Consultant and the MPPAI, the Consultant shall receive a monthly payment for satisfactory performance of the tasks described in the Terms of Reference and acceptance by the Programme Manager of the deliverables outlined and approved on the respective work plans for the programme.

The Consultant shall invoice MPPAI monthly on the 25th day of each month in accordance with the agreed contract rate negotiated between the Parties.

11.0 CLIENT INPUT AND COUNTERPART PERSONNEL

Services, facilities and property as indicated below will be provided by the Client:

The MPPAI will provide the Consultant with the applicable laws, policies and reporting guidelines as they relate to the Programme, relevant project documentation, office space and information communication technology equipment and software required for assigned duties and responsibilities.

12.0 LANGUAGE

All correspondence and document artifacts relating to this engagement exchanged between the Consultant and MPPAI, as well as all supporting documents and printed literature, shall be produced in English.

13.0 LOCATION OF CONSULTANCY

Port of Spain, Trinidad and Tobago.

Attachment:

Annex 1- Evaluation Criteria

Annex II - Curriculum Vitae Format

Annex III - Eligible Countries

Annex IV - Sample Contract for Individual Consulting Services

ANNEX 1 : EVALUATION CRITERIA		MAXIMUM POINTS
1	Academic Qualification (Highest level attained)	15
	a) Post Graduate qualifications in Business Administration, or Digital Transformation, or Economics, or Social Sciences, or Human Resources or International Development or Development Studies, or Entrepreneurship, or Digital Innovation or Technology Management, or Engineering, or a related discipline.	8
	b) Bachelor's Degree in Business Administration or Digital Transformation, or Economics or Social Sciences, or Human Resources or International Development or Development Studies, or Entrepreneurship, or Digital Innovation or Technology Management, or Engineering, or a related discipline.	5
	c) Certification in Project Management Professional (PMP), or PRINCE2® or Chartered Project Management Professional (ChPP) or equivalent	4
	d) Digital Transformation: APMG Digital Transformation or equivalent	3
2	General Experience	25
	a) Progressive professional experience with strategic transformation initiatives boosting economic development in the public or private sector projects.	8
	i. Seven (7) or more years	8
	ii. Five (5) to six (6) years	5
	iii. Three (3) to four (4) years	3
	b) Experience in leading digital transformation projects in the public or private sector	9
	i. Seven (7) or more years	9
	ii. Four (4) to six (6) years	6
	iii. Two (2) to three (3) years	3
	c) Experience leading at least two (2) complex projects with multiple stakeholders	8
	i. five and more projects	8
	ii. three to four complex projects	5
	iii. two complex projects	3
	Specific Experience	29
3	a) Experience in building strategic partnerships with MSMEs and entrepreneurs within innovation and entrepreneurship ecosystems, particularly in Small Island Developing States (SIDS).	8
	i. Seven (7) or more years	8
	ii. Four (4) to six (6) years	5
	iii. Two (2) to three (3) years	3
	b) Experience supporting digital business support organizations, incubators, and accelerators that promote innovation and the adoption of emerging technologies to enhance productivity and economic growth.	8
	i. Seven (7) or more years	8
	ii. Four (4) to six (6) years	5
	iii. Two (2) to three (3) years	3
	c) Experience with more than four (4) initiatives in the private sector or with donor-funded projects to promote the uptake of digital technologies in the private sector.	8
	i. Five (5) or more initiatives	8
	ii. Two (2) to four (4) initiatives	5
	d) Demonstrated experience building and scaling organizations or strategic initiatives from concept to operational maturity.	5
	Led two (2) or more initiative from concept to operationalisation	5
	Led one (1) initiative from concept to operationalisation	3
4	Adequacy for the Project	6
	a) Working Knowledge of projects funded by multilateral funding organizations as the Inter-American Development Bank, or World Bank, or CAF Development Bank or UNDP or Caribbean Development Bank.	3
	b) Working knowledge of public service project management policies and procedures	3
	Total score	75

Candidates must achieve a minimum score of 50 points to qualify for the interview stage. The interview stage will have a total of 25 points. The candidate obtaining the highest combined score will be selected for the consultancy.

Annex 2: Curriculum Vitae format

Name of Consulting Service:	
Name of Individual Consultant:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Nationality	

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

Experience Relevant to the Assignment: *[Experience related to the services and tasks to be performed; professional skills according to the assignment requirements, and knowledge of administrative systems and government organization within the country of the Employer, Region or similar. List previous positions relevant to the Assignment in reverse order, provide dates, name of contracting organization, titles of positions held, types of activities performed that best illustrate capability to handle the services/tasks and location of the assignment. Provide contact information of previous Employers who can be contacted for references. past position that is not relevant to the assignment does not need to be included.]*

Period	Contracting Organization/type of services provided/ Title/Position; Contact Information for References	Country	Summary of Key Activities Performed relevant to the Assignment
<i>[e.g., May 2015-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, Deputy Minister]</i>		

Project/Initiative	Project Description	Type of Term of Reference	Brief Description of Scope of Services
<i>[e.g., St. Lucia Digital Agenda]</i>	<i>[Brief description of the project outlining</i>	<i>[Individual or Firm]</i>	

	<i>the key objectives]</i>		.

Membership in Professional Associations and Publications:

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

Consultant contact information: *[e-mail....., Telephone No.....]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, experience, skills and knowledge 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 Employer, and/or sanctions by the Bank.

Name of Consultant

Signature

Date*[day/month/year]*

(i) This CV correctly describes my qualifications, experience, skills and knowledge

(ii) I am employed by the Executing or the Implementing Agency

(iii) I was part of the team who wrote the Terms of Reference for this consulting services assignment

(iv) I am currently debarred by a multilateral development bank (If yes, identify who)

3. I confirm that I will be available to carry out the assignment for which my CV is submitted in accordance with the scope of services and Consultant's reporting obligations set out in the Terms of Reference.

Yes	No

Annex 3: Eligible Countries

This section lists the Bank's member countries, as well as the criteria to determine the nationality of consultants.

"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 on 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:

Nationality:

An individual is 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.

Annex 4: Sample Contract for Individual Consulting Services

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between **xxxxxx**, the **Permanent Secretary (Ag.)** in the Ministry of Public Administration and Artificial Intelligence (which expression shall mean and include the person or persons for the time being carrying out the duties of Permanent Secretary in the said Ministry acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago ("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 they have 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; and
- c) the Client has received 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, and (iii) that no party other than the Client shall derive any rights from the Loan Contract 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" which is made an integral part of this Contract.
- (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:

[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 such period to include approval by the Client, of invoices in duplicate and the respective deliverables as established in Annex A.

4. Project Administration

A. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified below:

For the Client:

Permanent Secretary

Ministry of Public Administration and Artificial Intelligence

Levels 13 and 14, Tower C

International Waterfront Centre

1A Wrightson Road

Port of Spain

Trinidad and Tobago

Tel No: (868) 623-4724

Fax No: (868)

Email:

For the Consultant:

B. Coordinator

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

C. Reports

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

Payments are certified after the Mr./Ms. *[insert name]* authorizes that the deliverables have been completed

satisfactorily.

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 analyse 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 Consultant 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. The Consultant may retain a copy of such documents and software.

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 Trinidad and Tobago, and the language of the Contract shall be English.

12. Dispute Resolution

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/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) 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 manufacturing, processing, or assembly another commercially recognized article results that differs 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 labelled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes, or sells the goods, does not determine the origin of the goods.

The Consultant shall submit the form "Eligibility and Integrity Certification" (Annex C), included as part of the Contract Forms, declaring that the goods and related services have as their origin a member country of the Bank. The submission of this form to the Client shall be a condition for receiving payment. The Client reserves the right to require any additional information from the Consultant to verify that the goods and related services have as their origin a member country of the Bank.

- c) 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 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. Prohibited Practices

The Bank requires compliance with its Applicable Policies in regard to prohibited practices as set forth in Attachment 1.

16. Termination/Cancellation of the Contract

- 16.1 Without constituting a breach of contract by either party, the present contract may be terminated based on agreement between both parties.
- 16.2 Additionally, without constituting a breach of contract by either party, the present contract may be terminated for the following reasons:

By the Client

- 16.2.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i)

through (v) of this Clause:

- i) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) working days after being notified or within any further period as the Client may have subsequently approved in writing.
- ii) If the Consultant fails to comply with any final decision reached as a result of dispute resolution proceedings pursuant to Clause 12 within a reasonable time as specified by the Client but no more than 30 days.
- iii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- iv) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- v) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

By the Consultant

16.2.2 The Consultant may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (iv) of this Clause:

- i) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.
- ii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) calendar days.
- iii) If the Client fails to comply with any final decision reached as a result of dispute resolution pursuant to Clause 12 within a reasonable time but no more than 30 days.
- iv) If the Consultant in its sole discretion and for any reason whatsoever, decides to terminate this Contract. The Consultant is obligated to ensure that all work outputs, and property are returned to the client and that a detailed step by step guide is submitted for all activities.

16.3 In all cases, the Client will inform the Bank of the termination of the contract.

17. Payment Upon Termination

Upon termination of this Contract, the Client shall make payments to the consultant only for services the client has deemed to be satisfactorily performed up to the effective date of termination. The

calculation of the sum to be paid shall be on a pro rata basis.

18. Amendments

The Legal Representative of the Client will be the **Permanent Secretary**, for the purpose of the signature of the present Contract or of any modification in the terms of same that may be necessary. The Client's Authorized Representative is delegated for any modifications or variations of the terms and conditions of this Contract that may be necessary.

The Client will not be responsible for any additional cost incurred by the Consultant in case of modifications in the Terms of Reference of the present Contract, that have not been authorized by the legal representative of the Client. The Client shall obtain the Bank's no objection, prior to any modification of the Terms of Reference and the contractual clauses.

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

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

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

FOR THE CLIENT:

Name: _____

Title: Permanent Secretary

Signature: _____

Date: _____

Witnessed by:

Signature: _____

Date: _____

FOR THE CONSULTANT:

Name: _____

Title: _____

Signature: _____

Date: _____

Witnessed by:

Signature: _____

Date: _____