

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

**TT-L1061-P00047 - Terms of Reference for the Engagement of a Programme Manager for the Project
Execution Unit**

1. 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

2. INTRODUCTION

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.

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 Programme Manager to lead the PEU.

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. This also aligns with the Programme to Accelerate the Digital Transformation Agenda.

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.

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

3. OBJECTIVES OF THE CONSULTANCY

- Be responsible for the overall coordination and execution of the Programme to Accelerate the Digital Transformation Agenda in keeping with the Loan Agreement and Project Execution Plan (PEP) providing technical guidance and managing the PEU and administration of the project
- Provide project management guidance for the digital transformation programme, including oversight of components and activities
- Facilitate inter-ministerial relationships with other stakeholders and enhance collaboration between stakeholders.
- Ensure that the project milestones are achieved.

4. DUTIES AND RESPONSIBILITIES

The Programme Manager (PgM) is responsible for the administration of the PEU and the Programme's execution. In general, the PgM is responsible for coordinating and supervising all aspects of implementation, including planning, financial management, procurement, monitoring, evaluation, and reporting. The PgM reports to the Permanent Secretary on technical, administrative and fiduciary issues within the Programme. The main responsibilities of the PgM include:

Planning and Coordination

- I. Provides advice and support on the establishment and continued staffing of the PEU.
- II. Manages the PEU on a day-to-day basis.
- III. Prepares and follows through on a phased Programme of Action for each of the Loan components in accordance with the stipulations of the Project Operating Manual (POM).
- IV. Initiates and coordinates the preparation of annual work plans.
- V. Coordinates and supervises administrative, technical, and communication activities necessary to successfully implement the Loan Programme.
- VI. Ensures logistical and other support to local and international consultants engaged under the Programme.
- VII. Monitor programme implementation against the established indicators detailed in the Programme Results Matrix
- VIII. Monitor the progress of Programme activities and analysis of variances of actual results against plans;
- IX. Oversee the preparation of all required technical and financial reports, including work plans, action plans, progress reports, etc;

Governance, Risks, and Compliance

- I. Coordinates the development and implementation of Programme governance and management processes, tools, templates, policies, and metrics.
- II. Monitors compliance with Programme policies and standards.
- III. Ensures that Programme implementation follows the stipulations of the loan agreement.
- IV. Manages risks, issues, and change resolution processes to ensure approved corrective actions is implemented
- V. Escalates issues that threaten Programme success, as necessary.

Communications and Reporting

- I. Develops and strengthens collaboration with relevant government agencies, partners, the Bank, and other stakeholders to facilitate their understanding and support of the Programme.
- II. Creates and maintains a communications process to ensure stakeholders are aware of status, risks, and opportunities.
- III. Interfaces with MPAAI's strategic stakeholders and the Bank to ensure alignment with the Programme's priorities; risk assessments have been undertaken; and mitigation/response strategies are implemented and monitored.
- IV. Ensures timely and accurate submission of all requisite and on-demand reports to internal stakeholders, the Bank, and other Ministries and Agencies.

Procurement and Financial Management

- I. Oversee and coordinates the preparation, monitoring, and reporting of the Programme's overall procurement plan for goods, consulting, and non-consulting services, ensuring alignment with the Bank's procurement guidelines.
- II. Approves and submit the procurement plan update according with the policies and procedures applicable to the loan.
- III. Provide oversight and validation of the procurement plan to ensure alignment with the project execution plan and PEP, using the IDB Client Portal.
- IV. Oversee the identified fiduciary risk in financial and procurement management, ensuring appropriate mitigation actions are implemented.
- V. Reviews and approves disbursement requests and justifications to the Bank.
- VI. Reviews and approves the preparation of financial statements and status reports, ensuring compliance with guidelines, policies and standards.

Supervision and Oversight

- I. Leads the development and continuous updating of key project management tools, including the Pluri-Annual Execution Plan, Annual Operation Plan, Procurement Plan, Risk Result Matrix, and PMR, to ensure strategic alignment and effective execution.
- II. Provide strategic oversight of technical leads and project managers to ensure timely delivery of initiatives within defined scope and budget.
- III. Oversee the preparation of Terms of Reference (ToRs), as well as bidding and procurement processes for goods, works, consulting and non-consulting services.
- IV. Guides risk management and change resolution efforts, promoting corrective actions to maintain project integrity.
- V. Leads quality assurance activities to ensure programme deliverables consistently meet/exceed established standards.

Performance Monitoring and Control

- I. Leads the planning and execution of timely monitoring and evaluation activities, including commissioning and coordination efforts.
- II. Establishes semi-annual performance targets for direct reports and conducts performance reviews.
- III. Oversee the contracting of the Programme's External Auditors, ensures effective arrangements for internal and external audits, and reviews audit findings to implement appropriate corrective actions.

Team Leadership and Stakeholder Management

- I. Establishes and maintains strategic relationships with the Bank, external Ministry stakeholders, and inter-Ministry leaders to ensure alignment of Programme Components, with overarching goals and expected outcomes.
- II. Fosters trust and collaboration across all Programme stakeholders.
- III. Leads and coordinates matrixed teams to drive successful delivery of Programme components.

First 90 days Deliverables:

- I. Develop a comprehensive work plan for the first 90 days focused on achieving the Programme objectives while addressing delays and enhancing stakeholder engagement.
- II. Identify and prioritize at least three critical initiatives within the first 30 days for each Programme Component that can be expedited to make immediate progress.
- III. Identify and execute three "quick wins" projects that can be implemented within the first 90 days
- IV. Create and execute a stakeholder engagement plan focused on building communication and trust and managing expectations
- V. Develop and deploy a risk management framework within the first 60 days, followed by immediate implementation of mitigation actions for identified risks.

Other Duties

Performs any other related duties as required by the PS.

5. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Qualifications:

- Master's Degree or higher in Social Sciences or Economics or Business or Project Management or Public Management and Policy or Development or an ICT/Digitalisation, Engineering -related field -or related discipline OR
- Bachelors Degree preferably in Social Sciences or Public Management and Policy or Economics or Business or Development or an ICT/ Digitalisation or Engineering related discipline.

Professional Certifications

- An internationally recognized project management certification such as Project Management Professional (PMP®), PRINCE2®, or Chartered Project Professional (ChPP).

- Digital Transformation Certification or Artificial Intelligence Certification

Experience and Requirements

General Experience:

- At least eight (8) years of experience managing projects or programmes in the public or private sector.
- Experience managing complex projects

Specific Experience:

- Experience in the design and management of Digital Transformation and Innovation Projects
- Experience in the evaluation of Digital Transformation and Innovation Projects
- Experience in the design and management of service improvement programmes and projects
- Working knowledge of AI Technology landscape
- Experience in the design, delivery and appraisal of training for development programmes
- Working knowledge of projects funded by the Inter-American Development Bank, World Bank, United Nations or any other multilateral funding organization.
- Working knowledge of public service project management policies and procedures
- Experience in Small Island Development States (SIDS)
- Experience in negotiation and conflict resolution

Language: English

6. OTHER KNOWLEDGE, SKILLS, ABILITIES AND COMPETENCIES REQUIRED

- Strategic Programme Leadership: ability to design, execute and monitor large-scale digital transformation programmes aligned with donor goals and national strategies
- Digital Fluency: understanding of emerging technologies (cloud, AI, data analytics, cybersecurity, data governance) and how to apply to public sector transformation.
- Stakeholder Engagement: proven ability to manage relationships with international donors, government ministries, agencies and departments, service providers and civil society.
- Procurement and Financial Oversight: familiarity with international procurement guidelines (e.g. IDB, World Bank, UNDP) and fiduciary risk management
- Monitoring and Evaluation: experience in setting KPIs, tracking progress and reporting outcomes
- Comprehensive understanding and experience of project management methodology and documentation.
- Experience in the evaluation of service improvement programmes and projects
- Familiarity with waterfall and agile techniques and ability to scale methodologies to the requirements and nature of the project.
- Capability to project and resource plan for multi-disciplinary project teams.

- Demonstrable ability to deliver regarding cost, time and quality of outcome.
- Specific examples of working in focused citizen-centric driven environments.
- Experience in ICT procurement processes.
- Knowledge of public sector financial rules, regulations, procedures, and procurement policies.
- Ability to produce documentation and support procurement processes.
- Ability/experience in managing budgets and resources for projects.
- Ability to write accurate, concise, and relevant reports to senior management.
- Ability to foster good relations with internal and external stakeholders.
- Proficient in using a productivity suite of applications.
- Ability to effectively use Microsoft Project.
- Effective influencing and negotiating skills.
- Methodical approach to work, attentive to detail, able to plan, prioritize workload, and meet deadlines.
- Constructive and Analytical thinking
- Results Driven
- Ability to lead an effective working team.
 - Learning and Improving
 - Ability to build Productive Relationships across functional areas/departments
 - Communicating with impact
 - Political Awareness

7. DURATION OF CONSULTANCY

The MPAAI is seeking to engage a consultant Programme Manager for a period of two years. An evaluation of services delivered will be conducted at the expiration of the first three months of the consultancy. MPAAI is not obligated to continue the engagement if the evaluation is unsatisfactory. 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. SELECTION CRITERIA

The Programme Manager will be selected according to the Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank GN2350-15 - Selection of Individual Consultants. See evaluation criteria at Annex 1. The successful Consultant will be required to enter into a formal agreement with the MPAAI.

9. Compulsory Compliance:

1. 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.
2. No Conflict of Interest: as per 1.11 of GN-2350-15.

3. 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>

10. REPORTING

The PgM will report to the Permanent Secretary in the Ministry of Public Administration and Artificial Intelligence or such person identified by the Permanent Secretary. The Programme Manager will be required to meet regularly and work in close collaboration with the Executive Portfolio Manager and other MPAAI Executives, the Project Steering Committee, Product Owners, MDA Representatives and officials from the IDB.

11. CONFIDENTIALITY

The Consultant shall not, except as authorized by the Client or required by the stipulated duties under the contract, use for the Consultant's own benefit or gain or divulge to any persons, firm, company or other organization whatsoever any confidential information belonging to the Client, its partner agencies or relating to the affairs or dealing which may come to the Consultant's knowledge during the engagement. This restriction shall cease to apply to any information or knowledge which may subsequently come into public domain other than in breach of this clause.

12. OWNERSHIP

All data, records, reports, and other documents prepared by the Consultant, or obtained from whatever source in connection with carrying out the functions of this position, shall become and remain the property of the GoRTT and the Consultant **shall** no later than upon termination or expiration of the contract, deliver all such documents to the Client together with a detailed inventory. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this contract without prior written approval of the Client.

13. PAYMENT CONDITIONS

Upon execution of a contractual agreement between the Programme Manager and MPAAI, the Consultant shall receive monthly payment for satisfactory performance of the tasks and deliverables described in the Terms of Reference. The Consultant shall invoice MPAAI on a monthly basis on the 25th day of each month in accordance with the agreed contract rate negotiated between the Parties.

14. CLIENT INPUT AND COUNTERPART PERSONNEL

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

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

15. LANGUAGE:

- English

16. 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 – Programme Manager

	Evaluation Criteria	Maximum Points
1	Academic Qualification	15
	a) Master's Degree or higher in Social Sciences or Economics or Business or Project Management or Public Management and Policy or Development or an ICT/Digitalisation, Engineering -related field -or related discipline or	10
	b) Degree in Social Sciences or Economics or Business or Project Management or Public Management and Policy or Development or an ICT/Digitalisation, Engineering -related field -or related discipline; and	8
	c) Certification in Project Management (Project Management Professional (PMP®) or PRINCE2®, or Chartered Project Professional (ChPP)	3
	d) Digital Transformation Certification or Artificial Intelligence Certification	2
2	General Experience	20
	a) Experience managing Projects or Programmes in the Public/Private Sectors	10
	i. Over ten years of experience	10
	ii. Ten years experience	8
	iii. Eight to Nine years experience	6
	b) Experience managing Complex Projects	10
	i. schedule that exceeds 18 months, a budget above 10M USD, multiple vendors, and a cross-functional project team.	10
	ii. schedule that is more than 9 months and less than 18 months, a budget above 5M USD, multiple vendors, and a cross-functional project team	7
3	Specific Experience	30
	a) Experience in the design and management of Digital Transformation and Innovation Projects	10
	i. 8 similar projects or more	10
	ii. 6 - 7 similar projects	8
	iii. 5 similar projects	6
	iv. 3 - 4 similar projects	4
	b) Experience in the evaluation of Digital Transformation and Innovation Projects	5
	i. 5 similar projects	5

	ii. 3 - 4 similar projects	4
	iii. 1-2 similar projects	3
	c) Experience in the design and management of service improvement programmes and projects	5
	i. 8 similar projects or more	5
	ii. 6 - 7 similar projects	4
	iii. 5 similar projects	3
	iv. 3 - 4 similar project	2
	d) Working knowledge of AI Technology landscape	5
	e) Experience in the design, delivery and appraisal of training for development programmes	5
	i. 5 or more similar projects	5
	ii. 3 - 4 similar projects	3
4	Adequacy for the Project	10
	a) Working knowledge of projects funded by the Inter-American Development Bank, World Bank, United Nations or any other multilateral funding organization.	5
	b) Working knowledge of public service project management policies and procedures	5
	Total Attainable Points	75

Candidates must attain a minimum score of 50 points in the evaluation criteria above in order to be considered for the interview phase. The interview phase will carry a total of 25 points. The candidate achieving the highest combined score will be awarded the consultancy.

Annex B: Curriculum Vitae format

Name of Consulting Service:	
Name of Individual Consultant:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
² Nationality	

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

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-</i>	<i>[e.g., Ministry of,</i>		

² See Annex 3 of the Terms of Reference Outline for list of member countries of the Bank

TOR for Programme Manager - PEU

<i>present]</i>	<i>advisor/consultant to...</i> <i>For references:</i> <i>Tel...../e-mail.....;</i> <i>Mr. Bbbbbb, Deputy</i> <i>Minister]</i>		

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.]*

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

Yes	No

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

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.

Annex C: 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 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 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.

Annex D: Sample Contract for Individual Consulting Services

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between, 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 to be paid in accordance with Annex B based on the Consultant's reporting obligations.

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: _____