# Request for Proposals Selection of Individual Consultant to Review the Regional Response Mechanism



Resilient States · Safer Lives

**February 11, 2020** 

## REQUEST FOR PROPOSAL

Selection of Consulting Services for: Provision of Support to the CDEMA CU in the Administration of the CDM Audit Tool and the Synthesis of CDM Audit Reports for Eight (8) CDEMA Participating States

**Issued on: February 11, 2020** 

#### **SECTION 1. LETTER OF INVITATION**

#### 11 Febrary 2020

- 1. The Comprehensive Disaster Management (CDM) Audit Tool is an instrument used by the Caribbean Disaster Emergency Management Agency (CDEMA) to investigate the needs of its Participating States (PS) in terms of capacity development and institutional strengthening the region continues to pursue CDM integration in all aspects of the planning process at the national level. In the past, though administered in a different format, results of the Audit served as a gauge of the level of disaster management planning and the institutional support that is embedded in the National Disaster Organizations. The application of the tool is intended to support the identification of gaps with regard to Disaster Risk Management which will guide the development of the Disaster Management Country Work Programmes (CWPs). The CDM Audit also informs the strategic targeting of limited resources by CDEMA to the Participating States. This process is further informed by reflection on global agendas at the national level such as sustainable development, climate change and disaster risk reduction, as well as identifying emerging priorities from the different sectors. Political buy-in from the beginning of the process until the approval of the documents is critical to the success of this process.
- 2. CDEMA now invites technical and financial proposals from suitably qualified firms (The Consultant) to provide Consultancy services for *Provision of Support to the CDEMA CU in the Administration of the CDM Audit Tool and Synthesis of the CDM Audit Reports in Eight (8) CDEMA Participating States*. These proposals should be accompanied by evidence of similar work previously undertaken by the Consultant. More details on the services are provided in the Terms of Reference at Section 4.
- 3. This Request for Proposals includes the following documents:
  - Section 1 Letter of Invitation
  - Section 2 Instructions to Consultants
  - Section 3 Technical Proposal Standard Form
  - Section 4 Financial Proposal Standard Form
  - Section 5 -CDEMA's Policy Corrupt and Fraudulent Practices
  - Section 6 Terms of Reference
  - Section 7 Standard Form of Contract (Lump Sum)
- 4. The technical proposal should be accompanied by a completed Technical Proposal Standard Form (at Section 3). All information must be submitted in English. CDEMA's policy requires that consultants provide professional, objective, and impartial advice and always hold its interest paramount, without any consideration for future work
- 5. The Technical Proposal should address:
  - a) The Consultant's Experience with undertaking similar assignments;
  - b) Comments or Suggestions on the Terms of Reference;
  - c) Description of Approach for achieving the deliverables;

- d) Work schedule with milestones for Performing the Assignment;
- e) Curriculum Vitae (CV); and
- f) Work Schedule.
- 6. The financial proposal should be accompanied by a completed submission form (at Section 3) and should include the:
  - a) Summary price;
  - b) Breakdown of Price by Activity;
  - c) Breakdown of Remuneration; and
  - d) Expenses (inclusive of administration costs).
- 7. The assignment *shall not* exceed €22,500 not including travel related expenses.
- 8. CDEMA will manage the costs associated with travel arrangements (airfare and per diem) for the Consultant not exceeding a maximum of €23,400.
- 9. Completed Proposals should be titled:

Consultancy Services for Provision of Support to the CDEMA Coordinating Unit in the Administration of the CDM Audit Tool and Synthesis of the CDM Audit Reports in Eight (8)

CDEMA Participating States" and must be submitted electronically no later than March 12, 2020 at 11:59 p.m. Eastern Standard Time to:

The Executive Director Caribbean Disaster Emergency Management Agency Resilience Way

Lower Estate

St. Michael

Barbados, West Indies

#### **Attn: CDEMA Procurement Officer**

Email: procurement@cdema.org

- 10. The Consultant must be available to carry out the assignment between March 30, 2020 and June 30, 2020.
- 11. The Technical and Financial Proposal should be separate documents.
- 12. Consultants shall be eligible to participate if:
  - (a) the persons are citizens or bona fide residents of an eligible country; and
  - (b) in all cases, the consultant has no arrangement and undertakes not to make any arrangements, whereby any substantial part of the net profits or other tangible benefits of the contract will accrue or be paid to a person not a citizen or *bona fide* resident of an eligible country.

13. Eligible countries for contracts financed under this facility are outlined in Appendix 1 to this letter below.

#### Appendix 1

## EUROPEAN UNION ELIGIBILITY RULES AFRICAN CARIBBEAN PACIFIC – EUROPEAN UNION NATURAL DISASTER RISK MANAGEMENT

## PARTICIPATION IN PROCEDURES FOR THE AWARDING OF PROCUREMENT CONTRACTS OR GRANT CONTRACTS

- 1. Participation in procedures for the award of procurement contracts financed under the EU Contribution Agreement for the Implementation for the Action entitled: "Africa Caribbean Pacific European Natural Disaster Risk Management in CARIFORUM Countries" (ACP EU NDRM)", is open to international organisations and all natural persons who are nationals of, or legal persons who are established in, an eligible country.
- 2. Eligible countries are deemed to be:
  - (a) Members of the "African, Caribbean and Pacific (ACP) Group of States":

#### Africa:

South Africa<sup>3</sup>, Angola, Benin, Botswana, Burkina Faso, Burundi, Central African Republic, Cameroon, Cape Verde, Chad, Comoros Islands, Congo, Côte d'Ivoire, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Equatorial Guinea, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mauritania, Mozambique, Namibia, Niger, Nigeria, Uganda, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Sudan, Swaziland, Tanzania, Togo, Zambia and Zimbabwe.

Note some countries may be eligible by virtue of more than one category

- Cotonou Partnership Agreement of 23 June 2000 (as amended by the provisional application of Decision No 1/2000 of the ACP-EC Council of Ministers of 27 July 2000, Decision No 1/2000 of the ACP-EC customs cooperation committee of 18 October 2000, Decision No 1/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 2/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 3/2001 of the ACP-EC customs cooperation committee of 10 May 2001, Decision No 4/2001 of the ACP-EC customs cooperation committee of 27 June 2001, Decision No 5/2001 of the ACP-EC customs cooperation committee of 7 December 2001, Decision No 2/2002 of the ACP-EC customs cooperation committee of 28 October 2002, Decision No 1/2003 of the ACP-EC Council of Ministers of 16 may 2003, Council Decision (EC) of 19 December 2002, Decision No 1/2004 of the ACP-EC Council of Ministers of 6 may 2004, Decision No 2/2004 of the ACP EC customs cooperation committee of 30 June 2004 and Decision No 4/2005 of the ACP-EC customs cooperation committee of 13 April 2005).
- Natural and legal South African persons are eligible to participate in contracts financed by the 10th/11th EDF. However, the 10th/11th EDF does not finance contracts in South Africa.

#### Caribbean:

Antigua and Barbuda, Bahamas, Barbados, Belize, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and

the Grenadines, Suriname, Trinidad and Tobago.

#### Pacific:

Cook Islands, East Timor, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Papua New Guinea, the Solomon Islands, Western Samoa, Tonga, Tuvalu, Vanuatu.

#### **Overseas Countries and Territories:**

Anguilla, Antarctic, Netherlands Antilles, Aruba, British Indian Ocean Territory, British Virgin Islands, Cayman Islands, Falkland Islands (Malvinas), French Polynesia, French Southern Territories, Greenland, Mayotte, Montserrat, New Caledonia, Pitcairn, Saint Helena, Saint Pierre and Miquelon, South Georgia and South Sandwich Islands, Turks and Caicos, Wallis and Futuna Islands.

(b) A Member State of the European Union:

Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

#### An official candidate country of the European Union:

The Former Yugoslav Republic of Macedonia, Turkey, Iceland, Montenegro.

A Member State of the European Economic Area: Iceland, Lichtenstein, Norway.

(c) All natural persons who are nationals of, or legal persons who are established in, a Least Developed Country as defined by the United Nations:

Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Dem. Rep. Congo, Equatorial Guinea, Eritrea, Ethiopia, Guinea, Guinea-Bissau, Haiti, Kiribati, Lao PDR, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Djibouti, Solomon Islands, Somalia, South Sudan, Sudan, Tanzania, The Gambia, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, Rep. and Zambia.

(d) Participation in procedures for the award of procurement contracts or grants financed from the Facility shall be open to all-natural persons who are nationals of, or legal persons established in, any country other than those referred to in paragraph 1, where reciprocal access to external assistance has been established. Reciprocal access in the Least Developed Countries as defined by the United Nations (UN) shall be automatically granted to the OECD/DAC members: Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Japan, Korea, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom, United States.

**Caveat:** The EU eligibility requirements are subject to change by the EU. The applicant is responsible for checking whether there have been any updates on the eligibility requirements, as well as the UN's list of Least Developed Countries.

#### **SECTION 2: TECHNICAL PROPOSAL STANDARD FORMS**

Technical Proposal Standard Forms shall be used for the preparation of the Technical Proposal.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Description of Technical Approach, Methodology and Work Plan
- TECH-3 Work Schedule

#### **FORM TECH-1**

#### TECHNICAL PROPOSAL SUBMISSION FORM

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To: Procurement Officer,

Caribbean Disaster Emergency Management Agency,

Resilience Way, Lower Estate

St. Michael

Barbados

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for the *Provision of Support to the CDEMA CU in the Administration of the CDM Audit Tool and the Synthesis of CDM Audit Reports for Eight (8) CDEMA Participating States* in accordance with your Request for Proposal dated February 11, 2020 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate cover.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant<sup>1</sup>.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained therein can lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than March 30, 2020 the intended date of commencement of the consultancy.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:	
Name and Title of Signatory:	
Name of Firm:	
Address:	

1 [Delete in case no association is foreseen.]

#### **FORM TECH-2**

## DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

{Suggested structure of your Technical Proposal}

- (a) <u>Technical Approach and Methodology:</u> {Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s). <u>Please do not repeat/copy the TOR in here.</u>}
- (b) **Work Plan:** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the draft and final reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks. The work plan should be consistent with the Work Schedule Form.}

#### (c) <u>Comments (on the TOR; and on counterpart staff and facilities)</u>

{Please describe your proposed modifications or improvement to the TOR (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on implementation support to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

#### FORM TECH-3

#### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

{Suggested structure of your Work Plan}

3.10	1 - ·	Months											
N°	Deliverables <sup>1</sup> (D)		2	3	4	5	6	7	8	9	••••	n	TOTAL
D-1	{e.g. Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Client}												
D-2	{e.g. Deliverable #2:}												
D-2	{e.g. Denverable #2												
n													

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

## SECTION 3. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration.
- FIN-4 Reimbursable Expenses

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

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To:

Procurement Officer Caribbean Disaster Emergency Management Agency (CDEMA) Resilience Way, Lower Estate St. Michael, Barbados

Dear Sirs:

Yours sincerely,

We, the undersigned, offer to provide the consulting services for the *Provision of Support to the CDEMA CU in the Administration of the CDM Audit Tool and the Synthesis of CDM Audit Reports for Eight (8) CDEMA Participating States* in accordance with your Request for Proposal dated February 11, 2020 and our Technical Proposal.

The attached Financial Proposal is for the amount of [Indicate the corresponding amount(s) currency (ies)][Insert amount(s) in words and figures].

{Note to Consultant: All amounts shall be the same as in Form FIN-2. CDEMA does not pay any direct taxes incurred by the Consultant in his/her home country. CDEMA does not pay any fees incurred by the Consultant in the preparation of the Proposal}.

Our Financial Proposal shall be binding subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Address:

E-mail:

#### FORMFIN-2SUMMARY OF COSTS

Item	Cost {Euros}
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	

#### FORM FIN-3. Breakdown of Remuneration

A. Remuneration			
Name	Remuneration Rate per person day (Euros)	Time Input in Person-days	Total Cost (Euros)
	Total # of person days	Total Costs	

#### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

B. [ <i>Rein</i>	[Reimbursable]						
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN- 2}	
	{e.g., Communication Costs between {Insert place} and {Insert place}						
	{ e.g., Reproduction of Reports}						

#### **Section 5. CDEMA Policy – Prohibited Practices**

- 1. It is CDEMA's policy to require that Recipients (including beneficiaries of the grant, as well as bidders, suppliers (including suppliers of consulting services), and contractors under CDEMA financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, CDEMA:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
    - (iii) "collusive practices" means a scheme or an arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and
    - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
    - (v) "obstructive practices" are deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of inspection and audit rights provided for in the Grant agreement.
  - (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
  - (c) will normally cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Recipient or of a beneficiary of the Financing engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDEMA to remedy the situation;

- (d) will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a CDEMA-financed contract if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in competing for, or in executing, a CDEMA-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by the Financing, requiring bidders, suppliers and contractors to permit CDEMA to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by CDEMA.
- 2. With the specific agreement of CDEMA, may introduce, into the RFP for contracts financed by CDEMA a requirement that the consultant include in the proposal an undertaking by the consultant to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the RFP. CDEMA will accept the introduction of such a requirement at the request of the Recipient's country, provided the arrangements governing such undertaking are satisfactory to CDEMA.

#### Section 6. Terms of Reference

# PROVISION OF SUPPORT TO THE CDEMA CU IN THE ADMINISTRATION OF THE CDM AUDIT TOOL AND THE SYNTHESIS OF CDM AUDIT REPORTS FOR 6 CDEMA PARTICIPATING STATES

#### 1. BACKGROUND

CDEMA as the regional body responsible for the harmonization of work associated with disaster management has adopted several methodologies to plan and deliver Comprehensive Disaster Management (CDM) at the national level. In 2012 with support of our partners and through a stakeholder process, the CDEMA CU developed a Country Work Programme (CWP) development model which synthesized the development of a process which leads to the formulation of CWPs for the CDEMA Participating States.

Through improved knowledge and learning, CDEMA refined the process and integrated existing tools such as the CDM Audit Tool, the Basket of Indicators, to better guide the approval process at the national level to give authority to the CWP and strengthened the linkages with national, regional and global reporting to enhance the relevance.

The model's starting point is the performance of situational analyses, utilising the CDM Audit Tool. Other strategic documents such as Country Vision Documents also contribute to this process. This will provide contextual information and will serve to inform the determination of the outcomes and outputs. The situational analysis phase is consultative in nature and may take as inputs several stakeholders at the national and regional levels.

The CDM Audit Tool (2011) was developed by CDEMA in collaboration with CDEMA Participating States to assess the capacity -that is- the strengths and resources, of CDEMA Participating States (PS) at the national and regional levels. The Tool replaced the previous Disaster Management Audit, but maintained the same purpose to "...gauge the level of disaster management planning and the institutional support that is embedded in the National Disaster Organizations (NDOs). Through the resource gaps identified, it provides a platform from which national disaster management plans, procedures and policies can be evaluated, updated/enhanced."

The logic behind the development of the CDM Audit was to compartmentalise and detail every step within the Phases of Disaster Management through the development of a number of Components and for each Component, a number of Key Elements and for each Key Element various Sub-elements. For each Sub-element, a regional Standard was discussed and agreed

upon, and a set of indicators linked to each Sub-element; which would inform the development of questions to be integrated into the Questionnaires.

The Tool was enhanced in 2018 so that it is now more comprehensive and more organised and consistent in its approach to the CDM phases. It was also enhanced and aligned to the national and global indicators of the Sendai Framework.

A key function of the CDM audit, among many others, is to serve as a standard setting tool for Comprehensive Disaster Management in the Caribbean. The standards are the desired conditions that should exist at the national and regional levels to optimally and sustainably deliver CDM. Assessing current conditions, vis-à-vis the desired conditions or standards, will identify the gaps in the national and regional systems. Given this fundamental function of the CDM audit, it was agreed to transform all the indicators into statements that read like standards. This way the CDM audit will be a true standard setting tool with the rephrasing of the indicators to become subsidiary standards within the sub-elements of each phase of the disaster management cycle. This approach will assess the performance of countries in the context of what is the desired state. Therefore, this approach allows the indicators to be transformed into the targets for all countries to strive for, which is the basis of how performance is measured.

The information gathered through the implementation of the CDM Audit Tool is intended to highlight "gaps" between current conditions and desired conditions (referred to as standards) and this will inform plans, strategies and CDM frameworks both at the national and regional level. It will guide the development of the Country Work Programme (CWP) and Performance Measuring Framework (PMF). It will also be useful in targeting areas that lack the necessary resources for proper functioning across all phases of disaster risk management.

A standardized grading system was introduced which provides the following key benefits:

- 1. Data collection is kept focused and simple since only three specific level of achievement will be tracked for all indicators
- 2. The ability to measure the level of achievement in a standardized manner allows information to be aggregated in a seamless way and enable the measurement of performance of a country across each component of the CDM audit. This in-turn can be used as the basis for comparison with established benchmarks or thresholds for identifying gaps and priorities for that country.
- 3. The aggregation of information will provide a bird's eye view of each country's performance along the main elements of the CDM audit. This can be easily depicted in 1-2-page summary reports, which is very useful information for informing planning and decision-making.

Also noteworthy is that the key elements, standards and subsidiary standards were rationalized, where possible, to reduce duplication and tighten the size of the CDM audit. The revised version

of the CDM audit tool has 46 key elements (initially there were 49), 111 sub-elements (initially there were 131), 111 standards (initially there were 122) and 385 subsidiary standards (as noted earlier there were initially 457 indicators, which are now subsidiary standards). Of the 385 subsidiary standards, 308 are applicable to CDEMA Participating States and 77 are applicable at the regional institutional level that the CDEMA Coordinating Unit will report on.

The Audit Tool, as currently configured using an Excel Version provides a repository for raw data and to support data analysis and reporting at the national and regional levels. This also includes support for the reporting on the regional and international frameworks.

During 2018, the CDEMA CU collaborated with the UNISDR through funding from the Austrian Development Agency (ADA) to administer the enhanced CDM Audit Tool in six (6) CDEMA Participating States. These states were:

- i. Antigua and Barbuda
- ii. British Virgin Islands
- iii. Barbados
- iv. Guyana
- v. Saint Lucia
- vi. St. Vincent and the Grenadines

#### 2. OBJECTIVES

The objective of this Consultancy is to provide support to the application of the CDM Audit Tool in eight (8) countries which have not yet begun the process, and the synthesis and validation of the reports for those countries based on the results generated.

The Audit Reports will inform the Country Work Programme development process.

#### 3. EXPECTED OUTCOMES

The expected outcome of the Consultancy will be CDM Audit Reports completed and validated for eight (8) CDEMA Participating States.

#### 4. SCOPE OF WORK

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

Specific tasks of the Consultant will be:

- 4.1 Produce a draft CDM Audit Report for each of the eight (8) CDEMA Participating States which and provides a quick snapshot of phases being advanced or those in need of attention. The Audit Report should include:
  - a) A short four (4) page Executive Summary providing a dashboard of the Status of Mitigation, Preparedness, Response and Recovery in each country along with scores and brief text.
  - b) Detailed Chapters Outlining each PHASE → COMPONENT → KEY ELEMENT→ SUB-ELEMENTS → INDICATORS is provided,
  - c) Under each Phase, the data that provides information on the Linkages with Regional and International Frameworks which facilitates reporting to the Sendai Monitor,
  - d) Areas of Weakness /Gaps by each Phase Mitigation, Preparedness, Response and Recovery which facilitates identification of priorities for development of the CDM Country Work Programme is also produced.
- 4.2 Participate in undertaking the CDM Audit Verification Mission for each of the countries represented, during which the national level stakeholders will have opportunity to provide feedback on/validate the scoring in the report.
- 4.3 Finalise each of the reports for the eight (8) Participating States based on the feedback from the verification missions.
- 4.4 Develop a summary report of the identification of common gaps and priorities for intervention across the CDEMA Participating States.

#### 5. OUTPUTS

The Consultant will be required to provide the following reports and deliverables to CDEMA:

- 5.1.Draft CDM Audit Reports for eight (8) CDEMA Participating States.
- 5.2. Report on outcomes of validation missions in eight (8) CDEMA Participating States.
- 5.3. Revised CDM Audit Reports for eight (8) CDEMA Participating States.
- 5.4. Summary report of the identification of common gaps and priorities for intervention across the CDEMA Participating States.

#### 6. QUALIFICATIONS AND EXPERIENCE

The Consultant must possess the following minimum qualifications to undertake the assignment.

#### **Specific Qualifications:**

Postgraduate degree in Emergency Management or a related field and proven experience (at least 10 years) in supporting the assessment of national level disaster management priorities.

#### Other qualifications:

The Consultant shall also possess:

- (a) Experience in Project Management
- (b) Prior experience carrying out similar assignments;
- (c) Specific experience in the Caribbean region;
- (d) Meeting and consultation facilitation skills
- (e) Demonstrated capacity to manage stakeholder interests
- (f) A good command of the English language and the ability to clearly express ideas in writing.

#### 7. **DURATION**

Sixty (60) person days have been assigned for the completion of the Consultancy over a period of three (3) months.

#### Section 7.

## SAMPLE CONTRACT FOR INDIVIDUAL CONSULTING SERVICES

#### **LUMP-SUM PAYMENTS**

#### **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 Donor towards the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract.
- 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. <u>Schedule of Payments</u>

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 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 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. 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 Barbados, and the language of the Contract shall be English.

## 12. Dispute Resolution<sup>4</sup>

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 any country. A Consultant shall be deemed to have the nationality of a country if

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he/she complies with the following requirements:

**An individual** is considered to be a national of a member country of the CDEMA 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. Goods have their origin in a member country if they have been mined, grown, harvested, or produced in a member country. 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, CDEMA 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.

(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 Donor; 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 Donor 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 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 CDEMA throughout the selection process and the execution of the Contract

#### 15. Fraud and Corruption Prohibitive Practices

CDEMA requires that all Consultants (including their respective officers, employees and agents) observe CDEMA's Policies for the Selection and Contracting of Consultants financed by Donors. In particular, the Bank requires that all Consultants (including their respective officers, employees and agents) bidding for or participating in a Donor financed project adhere to the highest ethical standards, and report to CDEMA 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 prohibited<sup>5</sup>. CDEMA 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 CDEMA.

## 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 Donor CDEMA 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 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	FOR THE CONSULTANT
Signed by	Signed by
Title:	Title:

#### **SECTION 8 EVALUATION AND AWARD CRITERIA**

The Contract will be awarded on best quality-price ratio.

#### **Evaluation of the Technical Proposal**

Organisation and methodology	Maximum
Understanding of objectives	10
Technical approach (coherent set of design	20
principles)	
Methodology (appropriate activities to meet	30
objectives)	
Workplan/Timetable of activities (realistic and	20
thorough)	
Number of expert days proposed (falls within	10
timeline indicated by CDEMA)	
Availability for timeframe indicated	10
Total score for organisation and methodology	100

## **Evaluation of the Financial Proposal**

Summary cost	40
Rate per person day	20
Breakdown of remuneration by activity	20
Breakdown of Reimbursable expenses	20
Total score for financial proposal	100