

OFFICE OF DISASTER PREPAREDNESS AND EMERGENCY MANAGEMENT



INVITATION FOR BIDS (IFB)

The **Government of Jamaica** has received support through the **Quick Start Programme Trust Fund of Strategic Approach to International Chemicals Management** for the Project entitled “Strengthening the National Capacity under the framework of the Integrated National Programme for sound management of chemicals in support of the implementation of Strategic Approach in Jamaica.” . The **Office of Disaster Preparedness and Emergency Management** as one of the implementing agencies of the Programme invites sealed bids from eligible bidders for the consultancy as outlined below:

| | |
|---------------------|---|
| Project Scope | Development of National Chemical Emergency Risk Management Plan |
| Eligibility | Consultants must have a valid Tax Compliance Certificate (TCC) at the time of Tender. |
| Experience | Contractors must have at least Ten (10) years’ experience with similar activities. |
| Availability | Tender Documents will be available as of April 20, 2015 on the Office of Disaster Preparedness and Emergency Management office website www.odpem.org.jm |
| Procurement Method | National Competitive Bidding |
| Tender Closing | Deadline for Tenders will be on April 27, 2015 at 3:00 p.m. |
| Tender Opening | Tender documents will be opened publicly on April 27, 2015 at 3:30 p.m. in the Emergency Operations Centre, ODPEM. 2-4 Haining Road. |
| Contact Information | Mr. Dwayne Bailey Administrator Office of Disaster Preparedness and Emergency Management 2-4 Haining Road, Kingston 5 dbailey@odpem.org.jm Fax: 876-754-3229 |

Chemical Risk Management Specialist

Tender Addendum No. 001

Date: April 20, 2015

IMPORTANT: Tenders are required to acknowledge this tender addendum prior to the Tender Closing Date – failure to acknowledge may constitute ground for rejection of Tender.

Acknowledgment may be made if your Tender has been submitted prior to receipt of this addendum.

Acknowledgments must be sent by facsimile to (876) 754-3229 or email to dbailey@odpem.org.im prior to the Tender Closing Date.

Further to Tender, Tenders are advised of the following change(s) or clarification(s) to the Tender Documents.

Addition information:

1. Please note that the closing date for Tender as been extending to Wednesday, April 27, 2015 3:00 PM

All other terms and conditions remain unchanged.

[End of Tender Addendum]

We hereby acknowledgment receipt of the above reference Addendum to the Invitation to Tender and the Tender Addendum shall be incorporated into our Tender submission.

Name of Contractor Company: _____

Signature of Authorized Representative: _____

Name/Title [print]: _____



Section 1: Letter of Invitation

Dear Madam or Sir,

April 20, 2015

1. The Office of Disaster Preparedness and Emergency Management hereby invite you to submit a Proposal to this Request for Proposal (RFP) for the consultancy services for the Development of a National Chemical Risk Management Plan.
2. This RFP includes the following documents:
 - Section 1 - This Letter of Invitation
 - Section 2 – Instructions to Proposers
 - Section 3 – Terms of Reference
 - Section 4 – Proposal Submission Form
 - Section 5 – Draft Form Contract
3. Your offer comprising of a Technical and Financial Proposal, in separate sealed envelopes
4. You are kindly requested to submit an acknowledgment letter to the ODPEM via the following email odpemprocurement@gmail.com or the following addressee and location:

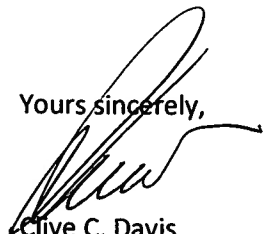
Dwayne Bailey
Procurement Officer
Office of Disaster Preparedness and Emergency Management
2-4 Haining Road
Kingston 5

The letter should be received by ODPEM within two days of the launch of the RFP to the email indicated above.

The letter should advise whether you intend to submit a Proposal and if not, we would appreciate your kind indication of the reason, for our records purposes.

5. Should you need further clarification, kindly communicate with the contact person indicated in the attach Bid Data Sheet duly assigned to handle all queries for this RFP.
6. We look forward to your Proposal and thank you in advance for your interest in ODPEM procurement opportunities.

Yours sincerely,



Clive C. Davis
(Major)
Director General

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Section 2 – Instructions to Proposers

General

1. ODPEM solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by the Chief Procurement Officer. However, whilst fully complying with the RFP requirements, Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.
2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and not as an acceptance of an offer of any Proposal by ODPEM. Any Proposal shall have only one option. If options were proposed, only the first option will be considered. This RFP does not commit ODPEM to award a contract.
4. A Proposer shall not be in any position of conflict of interest arising from their current or future work with respect to ODPEM. All Proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 4.1 are or have been associated in the past, with a firm or any of its affiliates which have been engaged with ODPEM to provide services for the preparation of the design, specifications, Terms of Reference and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
 - 4.2 were involved in the preparation and/or design of the program/project related to the services requested under this RFP;
 - 4.3 have owners, officers, directors, controlling shareholders, or key personnel who are related to ODPEM staff involved in procurement functions;
 - 4.4 submit more than one Proposal in this RFP, either as an individual entity, or through its membership with a joint venture/consortium/association that is also submitting a Proposal for the same contract.
 - 4.5 are found to be in conflict for any other reason, as may be established by, or at the discretion of, ODPEM.

CONTENT OF PROPOSAL

5. Sections of Proposal

Proposers are required to complete, sign and submit in the number of copies the following documents:

- 5.1 Proposal Submission Covering Letter Form
- 5.2 Documents Establishing the Eligibility and Qualifications of the Proposer Technical Proposal
- 5.3 Financial Proposal

6. Clarification of Proposal

Proposers may request a clarification of any of the RFP documents no later than the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by electronic means to the ODPEM address indicated

in the Data Sheet. ODPEM will respond in writing or by electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

ODPEM shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of ODPEM to extend the submission date of the Proposals, unless ODPEM deems that such an extension is justified and necessary.

7. Amendment to Proposals

At any time prior to the deadline for submission of Proposals, ODPEM may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All Proposers who have provided confirmation of their intention to submit a Proposal will be notified in writing of all amendments to the RFP.

PREPARATION FOR PROPOSALS

8. Cost of Proposal

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. ODPEM shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

9. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form furnished in Section 4 of the RFP.

10. Technical Proposal Format and Content

Unless otherwise stated in the Data Sheet, the Proposer shall structure the Technical Proposal to meet the evaluation criteria, as follows:

- 10.1 **Proposed Methodology, Approach and Implementation Plan** – this section should demonstrate the Proposers response to the Terms of Reference/scope of services by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment.
- 10.2 **Personnel** – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to provide the service, clearly defining the roles and responsibilities vis-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

11. Financial Proposal

Unless otherwise specified in the Data Sheet, alternative proposals shall not be considered. If more than one option or alternative is proposed, the first option one will be considered. Proposals shall remain valid for the period specified in the Data Sheet, commencing on the submission deadline date also indicated in the Data Sheet.

In exceptional circumstances, prior to the expiration of the proposal validity period, ODPEM may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal. All prices from the Proposers should be in Jamaican currency

SUBMISSION AND OPENING OF PROPOSALS

12. Submission and Opening of Proposals

12.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATED** and each of them must be submitted sealed individually and clearly marked on the outside as either **TECHNICAL PROPOSAL** or **"FINANCIAL PROPOSAL**, as appropriate. Each envelope **MUST** also bear the name of the Proposer. The inner and outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to ODPEM as specified in the Data Sheet and
- Bear a warning not to open before the time and date for proposal opening, as specified in the Data Sheet.

If all envelopes are not sealed and marked as required, ODPEM will assume no responsibility for the misplacement or premature opening of the Proposal.

12.2 Proposers must submit their Proposals by hand delivery and place it in the tender Box provided in the lobby area.

12.3 Proposers submitting Proposals shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as Original Proposal and "Copy of Proposal as appropriate. The number of copies required shall be as specified in the Data Sheet. In the event of any discrepancy between them, the original shall govern.

13. Deadline for Submission of Proposals and Late Proposals

13.1 Proposals must be received by ODPEM at the address and no later than the date and time specified in the Data Sheet.

13.2 ODPEM shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by ODPEM after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

14. Proposal Opening

14.1 ODPEM will open the Proposals in the presence of an ad-hoc committee formed by ODPEM.

14.2 The Proposers' names, modifications, withdrawals, the presence or absence of documents, and such other details as ODPEM may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

15. Confidentially

15.1 Information relating to the examination, evaluation, and comparison of Proposals, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even until publication of the contract award.

15.2 Any effort by a Proposer to influence ODPEM in the examination, evaluation and comparison of the Proposals or contract award decisions may, at ODPEM's decision, result in the rejection of its Proposal.

15.3 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with ODPEM for debriefing, but said debriefing shall be limited to the discussions of the strengths and weaknesses of the Proposal of said Proposer, and no information relating to the Proposal or rating of other Proposers may be discussed.

16. Clarification of Proposals

16.1 To assist in the examination, evaluation and comparison of Proposals, ODPEM may, at its discretion, ask any Proposer for a clarification of its Proposal.

17. Preliminary Examination of Proposals

17.1 ODPEM shall examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. ODPEM reserves the right to reject any Proposal after preliminary examination of Proposal, if ODPEM finds justifiable reason for such rejection, including but not limited to the discovery of significant or material deviation, conflict of interest, fraud, among others.

18. Evaluation of Proposals

18.1 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference/scope of services and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the TOR. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score. Absolutely no changes may be made by ODPEM in the criteria; sub-criteria and point system indicated in the TOR after all Proposals have been received.

18.2 In the second stage, only the Financial Proposal of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will either be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers.

AWARD OF CONTRACT

19. Award Criteria

Prior to expiration of the period of proposal validity, ODPEM shall award the contract to the qualified Proposer with the highest evaluation score

20. Contract Signature

Within Two (2) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return to ODPEM

DATA SHEET

| | |
|--|---|
| Title of Service/Work | Development of a National Chemical Risk Management |
| Period of Proposal validity commencing on the submission date | 90 Days |
| Currency of Bid Proposal | JMD |
| Deadline for submitting request for clarification/Question | 2 day before the submission date |
| Contact Details for submitting clarification/questions | Dwayne Bailey Procurement Office dbailey@odpem.org.jm |
| No. of Copies of Proposal that must be submitted | Originals: Technical Proposal 1, Financial Proposal 1 Copies: Technical Proposal 3, Financial Proposal 1 |
| Proposal submission Address | Office of Disaster Preparedness and emergency Management 2-4 Haining Road Kingston Tel: (876) 906-9674-5 |
| Deadline of Submissions | Date: April 27, 2015 Time: 3:00pm |
| Tender Opening | Date: April 27, 2015 Time: 3:15pm |
| Evaluation method to be used in selecting the most responsive Proposal | The combined scoring methodology shall be applied |
| Required Documents along with Proposals | TCC |
| Expected date for commencement of Contract | May 18, 2015 |
| Criteria for the Evaluation of Proposals | See TOR |

Section 3: Terms of Reference/ Scope of Services and Deliverables

Strengthening the National Capacity under the framework of the Integrated National Programme for the sound management of chemicals in support of the implementation of the Strategic Approach in Jamaica

TERMS OF REFERENCE FOR CHEMICAL RISK MANAGEMENT SPECIALIST

Introduction

The Government of Jamaica has received support through the Quick Start Programme (QSP) Trust Fund of the Strategic Approach to International Chemicals Management (SAICM) to implement a 1-year Project entitled "Strengthening the National Capacity under the framework of the Integrated National Programme for the sound management of chemicals in support of the implementation of the Strategic Approach in Jamaica". The Project is being executed by the Ministry of Water, Land, Environment and Climate Change (MWLECC) and implemented through the following public sector entities: the Ministry of Health (MOH), the National Environment and Planning Agency (NEPA), the National Solid Waste Management Authority (NSWMA) and the Office of Disaster Preparedness and Emergency Management (ODPEM).

Background

The SAICM is an international policy framework for the sound management of chemicals. SAICM was adopted by the International Conference on Chemicals Management in February 2006 in Dubai. The QSP was established under SAICM to provide technical and financial support to developing countries, particularly Small Island Developing States (SIDS) such as Jamaica, Least Developed Countries (LDCs) and countries with economies in transition to achieve the 2020 Johannesburg Plan of Implementation targets from the 2002 World Summit on Sustainable Development that is, '...by 2020, that chemicals are used and produced in ways that lead to the minimization of significant adverse effects on human health and the environment'.

The QSP includes, inter alia, a voluntary time-limited Trust Fund which is administered by the United Nations Environment Programme (UNEP). The QSP Trust Fund (QSPTF) provides seed money to support the objective and strategic objectives of the QSP. Jamaica's National QSPTF Project therefore seeks to enhance the country's capacity to manage chemicals and hazardous wastes in a sound manner

Project Purpose and Scope

The key activities of the overall Project includes the following :

- promulgation of chemicals legislation,
- updating the national chemicals management profile,
- preparing inventories for selected priority chemicals (mercury and asbestos),
- developing and implementing a national programme for the environmentally sound management of e-wastes(primarily used and end-of-life mobile phones and computing equipment);
- conducting Hazardous Wastes Operations Emergency Response Training (HAZWOPER) for key public sector personnel; and
- developing a National Chemical Emergency Risk Management Plan (NCERMP).

ODPEM Project Scope

National Chemical Emergency Risk Management Plan (NCERMP)

The Project will engage the services of several national and international technical and legal experts to work with the Ministry and the Project implementing agencies to achieve the Project deliverables. The ODPEM component of the project is for the development of the National Chemical Emergency Risk Management Plan. **The ODPEM will engage the services of a Chemical Risk Management Specialist for the development of the National Chemical Emergency Risk Management Plan(NCERMP).**

Consultancy Outcome and Deliverables

The Chemical Risk Management Specialist will be responsible for the following:

- Submission of detailed work plan
- Facilitate at least 6 Stakeholder Consultations and Plan Review Sessions
- Facilitate the Development of Standard Operating Procedures for ten (10)selected Agencies /Ministries
- Development of National Chemical Emergency Management Response Plan
- Make amendments to NCERMP as requested by Technical Working Group
- Attend Technical Working Group meeting as requested
- Prepare Monthly reports to be submitted to Technical Working Group
- Adhere to document presentation guidelines as stipulated by the ODPEM.

Consultancy Outcome/Deliverables

| Deliverable | Indicators for Acceptance | Due Date | Value |
|---|---|------------------|-------|
| Submission of Work plan which should include the Framework for the NCERMP | Work plan accepted TWG | May 31, 2015 | 30% |
| Stakeholder Consultations and Specialist Meetings held. | At Least 6 Stakeholder consultations held which should include Initial, Regional and Sector meetings. | ONGOING | |
| Development of Agency Standard Operating Procedures | Agency SOPs developed and accepted by TWG and Agency's Management Team. | August 17,2015 | |
| Compilation of National 1 st Draft | 1 st draft written and presented to TWG. | November 13,2015 | 40% |
| Compilation of Final National Chemical Risk Management Plan | Final draft completed and accepted by TWG. | February 26,2016 | 30% |

ODPEM Obligations

The ODPEM will undertake the following:

- Make all project documentation available and will work with the consultant to facilitate the completion of tasks.
- Provide accommodation and -travelling Cost for Regional Consultations and Review Meetings.
- Provide Logistical Support and make necessary arrangements for wider stakeholder meetings.

Completion Date

The contract period is May 18, 2015- Feb 26, 2016.

Contract Value

To be discussed.

Payment

The Consultant shall invoice ODPEM for completed deliverables and permit 2-3 working days for acceptance of said deliverables and further 3-5 working days for payment of completed deliverables.

Minimum Qualifications/Requirements

The National Chemical Emergency Risk Management Plan to be developed by February 26, 2016 and will require a consultant with:

- At least a Master's degree in Environmental Management, Disaster Risk Reduction, Chemistry or Occupational and Environmental Health and Safety
- At least 10 years extensive knowledge and experience in Disaster Risk Management Plan and Policy Development
- Working knowledge of Jamaica's Disaster Risk Management Framework
- Experience in developing technical documents and guidelines for government.

The Consultant is to be engaged by May 18, 2015 in order to meet the required deadlines. Therefore the availability of the Consultant is a critical variable for consideration.

| Evaluation Criteria | Points | |
|--|-------------|-------|
| | Max | Score |
| Qualifications Knowledge and Experience | (45) | |
| 1. Post Graduate qualification in Environmental Management, Disaster Risk Reduction, Chemistry, Occupational and Environmental Health and Safety | 15 | |
| 2. Ten (10) years experience in Disaster Risk Management Planning and Policy Development | 15 | |
| 3. Knowledge of Jamaica's Disaster Risk Management Framework | 5 | |
| 4. Experience in Developing Technical documents for government ; | 10 | |
| Knowledge and Skills | (20) | |
| 1. Demonstrated knowledge and skills in stakeholder participation techniques; | 5 | |
| 2. Demonstrated knowledge and skills in facilitation of workshops | 5 | |
| 3. Strong documentation and writing skills | 5 | |
| 4. Analytical skills, particularly the ability to conduct research and prepare appropriate findings and conclusions. | 5 | |
| Quality of Technical and Financial Proposal | (35) | |
| 1. Approach and Methodology - <i>proposed clear and logical approach to be taken for the roll out of the consultancy (must demonstrate a clear, sequential, participatory approach to meet objectives, including background research Skills)</i> | 10 | |
| 2. Work Plan. (must be clear, achievable/realistic and thorough) | 10 | |
| 3. Cost | 15 | |
| Total: | | |

| | | |
|----------|--|--|
| | | |
| Remarks: | | |

Section 4: ODPEM, Procurement Officer

Dear Sir/Madam:

We the undersigned, hereby offer to provide professional services for ODPEM's Development of a Short Documentary/Video on MoSSaiC Methodology & its application in Jamaica in accordance with your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes Technical and Financial Proposal sealed under a separate envelope.

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

We agree to abide by this Proposal

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that ODPEM is not bound to accept this proposal, that we shall bear all cost associated with its preparation and submission, and that ODPEM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Contact Details: _____

Section 5 – Draft Form Contract

This contract (the “Contract”) is made on the ----- day of -----, 2015 and represents the agreement between the **Office of Disaster Preparedness and Emergency Management (ODPEM) a body corporate established under the disaster Preparedness and Emergency Management Act 1993** with offices at **2-4 Haining Road, Kingston 5, Jamaica (“ODPEM”)** and (state full name of Consultant) of (state registered/ mailing address of Consultant, (the “Consultant”).

Whereas:

- 1.0 The Government of Jamaica has received support through the Quick Start Programme (QSP) Trust Fund of the Strategic Approach to International Chemicals Management (SAICM) to implement a 1year Project entitled “Strengthening the National Capacity under the framework of the Integrated National Programme for the sound management of chemicals in support of the implementation of the Strategic Approach in Jamaica.
- 2.0 The ODPEM component of the project is for the development of the National Chemical Emergency Risk Management Plan (“NCERMP”).
- 3.0 ODPEM is desirous of engaging the services of a Chemical Risk Management Specialist for the development of the National Chemical Emergency Risk Management Plan as set out in Annex A, the Terms of Reference for Chemical Risk Management Specialist, of the Contract (the “Services”).

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt whereof is hereby irrevocably acknowledged, it is mutually agreed between the ODPEM and the Consultant as follows:

4.0 **Entry into Force**

This Contract shall enter into force on May 18, 2015 and shall continue until February 26, 2016 unless extended by the parties or terminated in accordance with the provisions of this Contract.

5.0 **Nature of Consultancy**

- 5.1 The Consultant shall be an independent contractor for the purposes of this Contract and nothing contained herein shall be construed as establishing an employer and employee relationships between ODPEM and the Consultant. The Consultant shall not have the right to any emolument such as a benefit, subsidy, gratuity or pension.
- 5.2 Subject to this contract, the Consultant shall be responsible for his or her employees or agents, with respect to the performance of the Services. For the avoidance of doubt the Consultant shall be wholly responsible to ODPEM for the performance of the Services.

6.0 **Obligations of Consultant**

The obligations of the Consultant under this Contract shall be as follows:

6.1 To perform and complete the Services with due care, skill, diligence and efficiency. The Consultant shall perform and complete the Services no later than February 26, 2016.

6.2 The Consultant agrees to perform and complete the Services for the compensation specified in Clause 7 of this Contract.

7. **Contract Amount and Basis of Payment**

Subject to the terms and conditions of this Contract and in consideration for the satisfactory performance of the Services, ODPEM shall pay to the Consultant the sum of [to be inserted] (the “Contract Amount”) upon submission of agreed deliverables as stated in Annex A.

8. Method of Payment

8.1 Subject to the terms of this Contract in particular Clause 7 and Sub-Clauses 8.2, 8.3, 8.4 and of this Contract ODPEM shall pay the Consultant the Contract Amount for each deliverable with respect to the Services in accordance with Annex A.

8.2 The Consultant shall submit a payment request upon completion of each deliverable with respect to the Services, in accordance with Annex A.

8.3 All payment requests and documents in relation thereto shall be directed as follows:

Senior Director
Preparedness and Emergency Operations
Office of Disaster Preparedness and Emergency Management
2-4 Haining Road
Kingston 5
Jamaica

8.4 Within two to three (2-3) days of the receipt of supporting documentation with respect to each deliverable with respect to the Services ODPEM shall notify the Consultant, in writing of the following matters and giving reasons with respect thereto:

- i) Any errors and omissions in the said documentation.
- ii) That the services rendered by the Consultant are not satisfactory or not in conformity with the contract;
- iii) That the amount claimed by the Consultant appears to exceed the actual value of the services performed;

8.5 The Consultant shall have 14 days to correct the matters subject to the notification in Sub-Clause 8.4 of this Contract.

8.6 Any payment request submitted by the Consultant which is the subject of notification in accordance with Sub- Clause 8.4 shall be excluded for the purposes of payment under paragraph 8.1 until the matters subject to the notification in Sub-Clause 8.4 have been corrected and the said payment request accepted by ODPEM, such acceptance not to be unreasonably withheld.

9.0 Termination of Service

9.1 Termination for Breach

If the Consultant shall be guilty of any serious misconduct or any serious breach or non-observance of any of the terms of this Contract or shall neglect or fail or refuse to carry out the duties assigned to him under it, ODPEM shall be entitled to terminate this Contract without notice and without any payment in lieu of notice.

9.2 Termination or Suspension of Contract

Both parties reserve the right at any time and for any cause to terminate this contract by giving 14 days notice to the other party. ODPEM may, by giving a minimum of fourteen (14) days' notice to the Consultant, terminate or suspend the Services with respect to all or any part of the services which have not completed.

9.3 Payment in the Event of Termination

9.3.1 All services completed by the Consultant to the reasonable satisfaction of ODPEM before the giving of such notice shall be paid by ODPEM in accordance with the provisions of the Contract, and, in relation to a part of the Service which has not been completed before the giving of such notice ODPEM shall reimburse the Consultant his or her reasonable costs incurred in respect thereof.

9.3.2 Reimbursement under the provisions of Sub-Clause 9.3.1 shall be made only to the extent that it is established to the satisfaction of ODPEM that the costs and expenses were actually incurred by the Consultant and that the same are fair and reasonable and are properly attributable to the termination of the services or the part thereof so terminated.

9.3.3 The Consultant shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Consultant under the Contract, exceeds the Contract Amount applicable to the Services or the particular part thereof.

9.3.4 The Consultant shall have no claim for damages, compensation, loss of profit, allowance or otherwise, by reason of or directly or indirectly arising out of any action taken or notice given by the ODPEM, except as expressly stated in this Contract.

9.4 Termination Consequence

9.4.1 In the event that the Contract is terminated, the ODPEM shall be liable for services rendered less any sums owed by the Consultant to the ODPEM in respect of any breach of this Contract.

9.4.2 The parties shall be entitled to exercise any one or more of the rights and remedies provided for in this Contract.

9.5 Delivery of Documents on Termination

The Consultant shall, upon the completion or termination of the Contract, deliver up on demand to the ODPEM all reports, correspondence, other documents, or property belonging to the ODPEM that may be in the possession of or under the control of the Consultant.

10 Confidentiality

The information contained in the deliverables including reports, documentation and other data from the Services shall be the exclusive property of the Contracting Agency and should not be used for the benefit of the Consultant, his or her employees, or sub-contractors without the prior written permission of ODPEM. ODPEM shall keep all such information confidential. This term shall survive the expiry or termination of this Agreement.

11 Provision of Information

The ODPEM undertakes to provide to the Consultant such information as is reasonably required and reasonably within ODPEM'S capacity to provide in order to enable the Consultant to perform his or her services effectively.

12 Indemnification

The Consultant shall indemnify ODPEM against all claims, demands, losses, costs, damages, suits or other proceedings, by whomsoever made, brought or prosecuted, in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Consultant in performing the work under the Contract.

13 Conflict of Interest

The Consultant shall not engage, directly or indirectly, in any business or professional activity that would conflict with the performance of its obligations under this Contract.

14 Supersedes Prior Agreements

This Contract supersedes any previous agreement between the parties whether written or verbal and any such prior agreements are cancelled as at the date of this Contract but without prejudice to any rights which have accrued to either of the parties with respect thereto.

15 Authority to Contract

Each of the parties warrants that it has the authority and power to enter into this Contract and has obtained all necessary approvals to do so.

16 Force Majeure

Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them which renders the performance of this contract impossible whereupon all reasonable fees and costs incurred shall be paid in accordance with procedures outlined in Sub-Clause 9.3 (Payment in the Event of Termination) **Severance**

If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties shall amend such provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the ODPEM, such discretion not to be unreasonably exercised, it may be severed from this Contract and the remaining provisions of this Contract shall remain in full force and effect.

17 Whole Agreement

Each party acknowledges that this Contract, including Annex A, contains the whole agreement between the parties.

18 Change of Address

Each of the parties shall give notice to the other of the change of its address, telephone, telex or similar numbers at the earliest possible opportunity, but in any event within forty-eight (48) hours of such change.

19 Notices

Every notice required or permitted to be given or made pursuant to this Contract shall be made in writing. Notices may be delivered by hand; facsimile; or registered mail. Every notice shall be deemed to be delivered: if by hand delivery, when delivered against signed receipt; if by facsimile delivery, when delivered; or if by registered mail, upon receipt *provided that* an independently generated receipt of such delivery shall be required to confirm evidence of the same.

20 Headings

Headings contained in this Contract are for reference purposes only and not part of this Contract and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

21 Rights Cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any rights under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or otherwise available to it.

22 Survival of Terms

No term shall survive expiry or termination of this Contract unless expressly stated.

23 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be construed as a waiver of that party's rights.

24 Copyright

Deliverables with respect to the Services, in accordance with Annex A, including reports and other documentation and the information provided therein, prepared pursuant to this Contract, are the exclusive property of the Contracting Agency. If at any time during the performance of this Contract, the Consultant, whether alone or with any other person, originates any design, whether registrable or not, or other work in which copyright may subsist it shall promptly disclose same to the ODPEM and at the request and expense of the ODPEM do all things necessary or desirable to substantiate the rights of the Contracting Agency in relation to such design or other work.

25 Language of Work

All work carried out pursuant to this Contract, including the preparation of documents, notices and written communications, shall be conducted in the English language.

26 Proper Laws and Jurisdiction

This Contract shall be governed by Jamaican law in every particular including formation, interpretation and application and shall be deemed to have been made in Jamaica.

27 Arbitration

The Parties agree that any dispute in relation to the interpretation or application of this Contract shall be settled in the first instance by good offices. In that event that good offices is unsuccessful the Parties may utilise mediation. In the event that mediation is unsuccessful the dispute may be finally settled by arbitration under the Arbitration Act.

SIGNATURES

The parties hereto, through their duly authorized representatives hereby agree to the provisions of this contract.

Dated the day of 2015

SIGNED for and on behalf of
Office of Disaster Preparedness
and Emergency Management
by Major Clive Davis (Ret'd)
Director General

SIGNED for and on behalf of

in the presence of:-

in the presence of:-
