

CONTRACT FOR CONSULTANT'S SERVICES

Project Name: Urban Upgrading and Revitalization Programme

Loan No. 5048/OC-TT & 5049/OC-TT

Contract No. 001

between

Ministry of Housing and Urban Development

and

National Insurance Property Development Company Limited

Dated: 10th August, 2021



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I. Form of Contract

This CONTRACT (the "Contract") is made the ²⁸ day of the month of August 2021, between, on the one hand, Permanent Secretary Ministry of Housing and Urban Development (the "Client") and, on the other hand, National Insurance Property Development Company Limited (the "Consultant") for the provision of Procurement Management, Contract Management and Project Management Services for the Refurbishment of the East Side Plaza (the "Services") described in the Terms of Reference in the Appendix A.

WHEREAS, the Client has accepted the Consultant's proposal for the performance of the Services, and the Consultant is capable and willing to perform said Services.

THE CLIENT AND THE CONSULTANT (the "Parties") AGREE AS FOLLOWS:

1. The Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable laws of Trinidad and Tobago.
2. The Contract is signed and executed in the English language, and all communications, notices and modifications related to the Contract shall be made in writing and in the same language.
3. The total Contract price is **TTD\$5,269,162.50** and is inclusive of local indirect taxes. The Contract price breakdown is provided in Appendix C.
4. The expected date for the commencement of the Services is 1st November, 2021 at Nos. 56-60 St Vincent Street Port of Spain. The time period shall be twenty-four months.
5. The Client designates Jeffrey A. Reyes, Programme Director, Programme Monitoring Coordinating and Evaluation Unit as Client's coordinator and the Consultant designates Vyas Ramphalie, Head, Property Development, National Insurance Property Development Company Limited as their respective representatives for the purpose of coordination of activities under the Contract.
6. Any dispute, controversy or claim arising out of, or relating to the Contract or any breach, termination or invalidity thereof, shall be settled by dispute resolution in accordance with the applicable law or as in force and effect on the date of the Contract.
7. The following documents form an integral part of the Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Eligibility" and Attachment 2 "Prohibited Practices");
 - (b) Appendices:
 - Appendix A: Terms of Reference and Reporting Requirements
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price

SIGNED:

For and on behalf of the Ministry of Housing and Urban Development

Mrs. Claire Davidson-Williams

Permanent Secretary (Ag.), Ministry of Housing and Urban Development



Permanent Secretary
Ministry of Housing and Urban Development

For and on behalf of National Insurance Property Development Company Limited

Mr. Raymond Hackett

General Manager, National Insurance Property Development Company Limited



National Insurance Property
Development Company Limited
56-60 St. Vincent Street, Port of Spain,

II. General Conditions of Contract

A. General Provisions

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Policies" means Policies for the Selection and Contracting of Consultants Financed by the Inter-American Development Bank.
 - (b) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (c) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
 - (d) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
 - (e) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

2. Eligibility

- 2.1 It is the Consultant's responsibility to ensure that its Experts, JV members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements throughout the implementation of this Contract as established by the Inter-American Development Bank in the Applicable Policies, and as detailed in Attachment 2.
- 2.2 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

3. Fraud and Corruption and Prohibited Practices

- 3.1 The Bank requires compliance with its Applicable Policies in regard to fraud and corruption and prohibited practices as set forth in Attachment 1.

4. Commissions and Fees Disclosure

- 4.1 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or

execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

5. Force Majeure

a. Definition

- 5.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- 5.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

- 5.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

- 5.4 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 5.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 5.6 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 5.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

6. Suspension

- 6.1 The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding seven (7) calendar days after receipt by the Consultant of such notice of suspension.

7. Termination

- 7.1 This Contract may be terminated by either Party as per provisions set below:

a. By the Client

- 7.2 The Client may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the Client in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the Client's notice;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client, has engaged in fraud and corruption or prohibited practices as defined in Attachment 1 in competing for or in performing the Contract;
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

b. By the Consultant

- 7.3 The Consultant shall promptly notify the Client in writing of any situation or any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract.
- 7.4 Upon written confirmation by the Client or upon failure of the Client to respond to such notice within 14 (fourteen) calendar days of receipt thereof, the Consultant shall be relieved from all liability and may thereupon terminate the Contract by giving no less than fourteen (14) calendar days a written termination notice.

8. Obligations of the Consultant

a. Standard of Performance

- 8.1 The Consultant shall carry out the Services with due diligence and efficiency, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
- 8.2 The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.

b. Compliance

- 8.3 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the applicable law.

c. Conflict of Interest

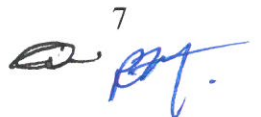
- 8.4 The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 8.5 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 8.6 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 8.7 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

9. Confidentiality

- 9.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services.

10. Insurance to be Taken by the Consultant

- 10.1 The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- 10.2 The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, Expert(s), sub-contractors, or specialists associated with the Consultant for purpose of the Services, nor for any dependent of any such person.
- 10.3 The Client reserves the right to require original evidence that the Consultant has taken out the necessary insurance.

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- 11. Accounting, Inspection and Auditing**
- 11.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 11.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank.
- 12. Reporting Obligations**
- 12.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in said Appendix.
- 13. Proprietary Rights of the Client in Reports and Records**
- 13.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client unless otherwise agreed by the Client in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 14. Description of Key Experts**
- 14.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.
- 15. Replacement of Key Experts**
- 15.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 15.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 16. Removal of Experts or Sub-consultants**
- 16.1 If the Client finds that any of the Experts or Sub-consultant has committed a serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in fraud or corruption or prohibited practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

- 16.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 16.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 16.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

17. Client's Payment Obligation

- 17.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the services specified in Appendix A and in such manner as described in Appendix C.

18. Mode of Billing and Payment

- 18.1 The payments under this Contract shall be made in accordance with the payment provisions in Appendix C.
- 18.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.

19. Amicable Settlement

- 19.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 19.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within seven (7) calendar days after receipt. If that Party fails to respond within seven (7) calendar days, or the dispute cannot be amicably settled within seven (7) calendar days following the response of that Party, such dispute may be referred to by either Party to the adjudication / arbitration as indicated in paragraph 6, "Form of Contract."

Terms of Reference

1. Background

The Government of Trinidad and Tobago has received a Loan from the Inter-American Development Bank (IDB), for the implementation of an Urban Upgrading and Revitalization Programme in the sum of US\$50 million. This loan will prioritize upgrading in the main urbanized corridors and also contribute to the revitalization of urban centers, as part of a strategy to foster a pattern of more sustainable built development.

The renovation of Eastside Plaza on Charlotte Street, Port of Spain falls under Component Two of the Programme (Urban Regeneration). This Component will finance a range of urban regeneration initiatives in both Trinidad and Tobago with an emphasis on improving the physical quality and economic performance of urban public spaces. This Component will support building refurbishment and landscaping to increase the attractiveness and sustainable use of urban public spaces and facilities, especially those with good economic potential.

The renovation of Eastside Plaza, a state-owned urban business incubator located on Charlotte Street in Port of Spain, is an intervention that will serve to significantly boost the economic performance and attraction of this nearly century-old facility that once served as the capital city's historic market. This retail facility serves approximately 150 small businesses/production workshops.

This will result in much needed improvements in the health and safety conditions, on account of an accessible and functional layout of the facility, major electrical, mechanical, plumbing and air-conditioning system revamps; and introduction of cost-saving green-building technologies such as thermal insulation for the roof, installation of a chill-water air-conditioning system and enhanced natural lighting.

In accordance with the Central Tenders Board Act Section 20A (c), The Government may act on its own behalf where it enters into a contract with the National Insurance Property Development Company Limited (NIPDEC) without the need for going through the Central Tenders Board for tendering. In addition, reference is made to Cabinet Meeting held on January 9th 2020 which granted approval for the engagement of NIPDEC on this contract.

2. Objective of the Assignment:

The general objective of the assignment is to provide procurement management, contract management and project management services for the refurbishment of the East Side Plaza on behalf of the Ministry of Housing and Urban Development.

The specific objectives of this consultancy are as follows:

2.1 To provide procurement management services for the works and supervision services on the contracts associated with the civil works for the refurbishment of the East Side Plaza on behalf of the Ministry of Housing and Urban Development.

2.2 To oversee the planning, implementation and tracking of specific Project activities which have a beginning, an end and specified deliverables.

2.3 To provide management oversight for all phases of the project and oversee the completion of all construction in accordance with the engineer's design, drawings and specifications together with the prevailing standards, codes of practices and regulations.

2.4 To provide management oversight for ensuring compliance with quality standards. The responsibilities span a broad spectrum, covering all the areas of project management, including but not limited to: Cost Management, Time Management, Quality Management, Contract Administration and Health and Safety Management.

2.5 To provide management oversight for the smooth organization, implementation and completion of the project, within the approved budget and time to the satisfaction of the Client.

3. Scope of Services and Expected Deliverables

The Consultant will be responsible for providing Project Management, Construction Management, Contract Management and Procurement Management Services for the refurbishment of the East Side Plaza on behalf of the Ministry of Housing and Urban Development.

The main tasks of the Consultant include the following responsibilities:

a) Prepare a detailed Project Execution Plan

Consult with the Project team to understand the site requirements and prepare a detailed Project Execution Plan with major activities and timelines, scope, deliverables/outputs, relevant statutory requirements, human resource, communication and risks.

b) Conduct Procurement Activities on behalf of the MHUD

Procurement Services comprising the works and Consulting Services (supervision services for the works) shall be conducted in accordance with IDB's Procurement Policies, documents GN-2349-15¹ and GN-2350-15² and the procurement plan for the Programme that was approved by the IDB.

The Consultant shall use the Standard Bidding Documents (SBD), Standard Request for Proposals (SRFP), templates for evaluation reports, standard form of contracts and other

¹Policies for the Procurement of Goods and Works financed by the Inter-American Development Bank, document GN-2349-15, apply to all contracts for goods, works and non-consulting services financed in whole or in part from IDB loans or grants or funds administered by the Bank. The policies can be consulted [here](#).

² Policies for the Selection and Contracting of Consultants financed by the Inter-American Development Bank, document GN-2350-15, apply to all contracts for consulting services (intellectual and advisory services) financed in whole or in part from IDB loans or grants or funds administered by the Bank. The policies can be consulted [here](#).

forms issued by the IDB. The activities to be conducted shall include the following but not be limited to:

i. Preparation of Bidding Documents and Request for Proposals

- Prepare complete packages of Bidding Documents and Request for Proposals inclusive of detailed scope of works or Terms of Reference in the case of the RFP, specifications, drawings, Bills of Quantities, all technical data, (including geotechnical and environmental in nature), performance requirements, standards of workmanship, schedules of completion, payment terms, contractual conditions, necessary appendices, and Specific Procurement Notice (SPN).
- Submit the Bidding Documents and Request for Proposal packages and SPN to the Ministry of Housing and Urban Development (MHUD) for review. If comments are provided, NIPDEC will incorporate them into the Bidding Documents or Request for Proposals.
- The Bidding Documents and Request for Proposals packages and SPN will require the IDB's non-objection before they are issued to any prospective bidder or Consultant. Any further modification to these documents will require the IDB's non-objection before it is issued to the participants.

ii. Invite Bids and Open Bids

- Publish SPN in at least one newspaper with national circulation after receipt of IDB's non-objection. In the case of the works contract, if the process is an International Competitive Bidding (estimated value of the contract is above USD 3M), the MHUD will have to send the SPN to the United Nations Development Business (UNDB) for publication on its website (email address dbusiness@un.org); minimum six weeks for potential bidders to submit bids. If a fee is charged for the bidding documents, it must be reasonable and reflect only the cost of their printing and delivery to prospective bidders and shall not be so high as to discourage qualified bidders. If the bidding documents is to be sent via email to potential bidders, there should not be a cost attached to the documents.
- In the case of the consulting services contract (supervision services for the works), any of the selection methods detailed in the Policies GN-2350-15 may be approved by the IDB in the programme's procurement plan.
- All prospective bidders and consultants shall be provided the same information and shall be assured of equal opportunities to obtain additional information on a timely basis.
- Arrange a pre-bid conference only if necessary. The participation of potential bidders or consultants to the pre-bid conference can never be mandatory. Potential bidders or consultants can always seek clarifications in writing, regardless of the existence or not of a pre-bid conference. If a pre-bid conference is held, minutes of the conference shall be provided to all prospective bidders who obtained the bidding documents or Request for Proposal, regardless of their participation or not in the conference. A copy of the minutes must be sent to the MHUD to send to the IDB. The MHUD will seek the IDB's non-objection only when the bidding document or Request for Proposal is amended and the contract is subject to ex-ante review (see procurement plan).

- Open all bids at the stipulated time and place in public; bidders or their representatives shall be allowed to be present. The name of the bidder and total amount of each bid, and of any alternative bids, if they have been requested or permitted, shall be read aloud and recorded when opened, and copy of this record shall be promptly sent to the IDB and to all bidders who submitted bids in time. Bids or discounts received after the time stipulated, as well as those not opened and read out at bid opening shall not be considered.

iii. Evaluate Bids

- Evaluate Bids received and submit a detailed report on the evaluation and comparison of bids setting forth the specific reasons on which the recommendation is based for the award of the contract.
- Submit the report to the MHUD for review. If technically acceptable, MHUD submits the report to the IDB for non-objection. If comments are provided, NIPDEC will be required to address them.

iv. Award of Contract

- Award the contract within the period of validity of Bids.
- Notify the contract award to the participants.
- Publish contract award in at least one newspaper with national circulation. If the process is an International Competitive Bidding, the contract award has also to be published on the UNDB website.

v. Contract Preparation and Signing

- Prepare draft contract inclusive of Special Conditions of Contract and appendices using the form of contract included in the Bidding Documents with the IDB's non-objection.
- Once the selected bidder submits the performance security, the contract is signed.
- Once the contract is signed, submit a copy and all its appendices to the MHUD. MHUD will submit to the IDB along with the letter and Form for PRISM registration.

c) Contract Management and Monitoring (Contractor and Supervision Firm)

- With respect to the construction contract to be signed between the Contractor and NIPDEC on behalf of the MHUD, act as the Contract Administrator in accordance with the IDB Standard Form of Contract contained in the IDB Standard Bidding Document for the Procurement of Works Smaller Contracts 2011.
- With respect to the Consultancy Services Contract to be signed between the Supervision Firm and NIPDEC on behalf of the MHUD, act as the Client's Coordinator in accordance with the IDB Standard Form of Contract contained in the IDB Standard Request for Proposals for Consulting Services 2013.
- Effectively manage the performance of the Supervision Firm and the Contractor to ensure that they fully comply with their respective contractual obligations.

- Continuously monitor scope, budget, time, quality, HSSE and risks during the execution of the Works to ensure functional and design requirements are met.
- Provide health, safety and environmental expertise during the execution of Works to ensure that there is no damage or harm to persons, the building and the environment.
- Provide engineering advice on the implications of changes in design, scheduling, materials and construction methods.
- Approve contractors' use of materials and equipment, storage and security arrangements.
- Prepare and sign off Interim Payment Certificates to the Supervision Firm and the Contractor.
- Monitor contract expenditure and ensure that the Works are completed within the approved budget.
- Ensure that effective cost control mechanisms and processes are in place including the effective management of change orders and approvals for variations.
- Liaise with regulatory and statutory agencies for final approvals and utility connections.
- Record evidence of unsatisfactory performance; inform the Contractor of the shortcomings and propose resolutions to facilitate the successful completion of the Works.
- Provide resolution to any claims that may arise during the execution of Works as it relates to the Contractors.
- Prepare monthly, bi-monthly and quarterly reports to the Programme Director on the progress of the Works to include: (a) identification of any quality non-conformities and recommendations for corrective work where required; (b) determination of whether the project is on schedule or not, and if not, identify opportunities for getting back on schedule; (c) compliance with all HSSE requirements including those identified in the OSH Act; (d) review of the Interim Payments Certificates and Final Accounts of the Contractors and where necessary any variances costs including documents that provide evidence of services or works completed and approvals during the reporting period; (e) reasons for major variances and actions; (f) recommendation for improvements; and (g) any other pertinent issue.
- Prepare performance reports as required during construction and at the completion of Works.
- Prepare all final account documentation with the Contractor and ensure that these are satisfactorily completed and signed off by the parties.
- Review all project close out documentation to ensure compliance with standard practices and the contractors' contractual obligations.
- Ensure the production of accurate "As Built" Drawings.
- Preside over defects liability periods and monitoring and/or implementing maintenance and handover arrangements.
- Prepare detailed handover and maintenance schedules, documents and strategies.
- Prepare suitable Close-out reports for each package once the Works are completed.

d) Coordination and Project Management

- Act as the main liaison with the Programme Director and other officials of the MHUD to ensure the full satisfaction of the MHUD objectives and requirements for this project.

- Collaborate with the Programme Director, MHUD on the progress of work as agreed. The Programme Monitoring Coordinating and Evaluation Unit, MHUD will provide technical, administrative and coordinating support.
- Prepare all documentation and deliverables required under the Loan Agreement with the IDB.
- Effectively manage all internal and external stakeholders including verbal and written communication and coordination with these stakeholders.
- Monitor and report to the MHUD on all aspects of the project including schedule, cost, HSSE, quality and risk considerations highlighting areas of non-conformances and strategies for corrective action as required in a proactive manner.
- Implement and maintain an effective document control system for all project documentation, correspondence, drawings, specification and other contract documents. Ensure that these project documents are appropriately stored for handover to the MHUD after the final completion of the project.
- Convene, attend, chair and prepare minutes of meetings for all project meetings as required and ensure that these minutes are circulated to participants and the matters arising are properly executed.
- Prepare and conduct Presentations in connection with the project as and when required.

4. Experience Requirements

General: The National Insurance Property Development Company Limited (NIPDEC) is a wholly owned subsidiary of the National Insurance Board of Trinidad and Tobago (NIBTT). NIPDEC was incorporated as a private limited liability company in July 1977, under the Companies Ordinance with a paid-up capital of Twenty-Five Million Dollars (TT\$25,000,000.00) and has been duly continued under the Companies Act 1995.

Specific: NIPDEC's primary Client is the Government of the Republic of Trinidad and Tobago, through Governmental Ministries and State Agencies; among the projects executed are some of the Government's largest construction development and landmark buildings.

5. Quality Requirements

The cadre of professional expertise required are;

- a) Project Consultant,
- b) Project Managers,
- c) Engineers,
- d) Health & Safety Personnel,
- e) Clerk of Works,
- f) Technicians and Support Staff, and
- g) Procurement Specialist.

Qualification / Requirements for the Key Experts;

Bachelor of Science Degree in Occupational Health, Safety and Environment
 Bachelor of Science Degree in Electrical & Computer Engineering

Bachelor of Science Degree in Civil Engineering
 International Master of Business Administration
 Master of Science in Construction Management
 Master of Engineering in Environmental Engineering,
 Project Management Certification, PMP or equivalent
 Procurement specialist with no less than 3 years of practical experience in procurement with a Certificate or Diploma in Purchasing from the Chartered Institute of Purchasing and Supply or other appropriate qualifications.

6. Reporting Requirements and Time Schedule for Deliverables

- a. The reports and deliverables shall be submitted to the Programme Director for comments and revision before final acceptance.
- b. The reports shall conform to a format agreed with the Programme Director. One hard copy and a soft copy (Word and PDF) of all reports shall be provided.
- c. NIPDEC may be required to deliver presentations as and when required by the Programme Director, to key stakeholders.

Table 1.0: Deliverables / Reports and Time Schedule

	Deliverables / Reports	Timeline
1	Inception Report and Design Review	Two weeks after signing of contract
2	Monthly Progress Reports	Due on the last day of each month
3	Environmental Monitoring Report	Report delivered bi-monthly
4	Project performance monitoring reports	Report delivered quarterly
5	Draft Project Completion Report	On completion of project
6	Final Project Report	Two months after submission of draft final report

7. MHUD's Inputs and Counterpart Personnel:

- (a) Project documentation, maps, designs, reports, and IDB Policies, Standard Bidding Documents, forms and templates;
- (b) Logistics for meetings with key stakeholders and agencies as required;

Counterpart Personnel: The NIPDEC Team Leader and Project Team will work in collaboration with the authorized representative of the Client during the implementation of this Contract: Jeffrey A. Reyes Programme Director, Programme Monitoring Coordinating and Evaluation Unit.

Appendix B - Key Experts and CVs

Table 2.0: Team Composition, Assignment and Inputs

N°	Name	Expert's Input (days)							Total time-input (days)		
		Position	PEP	Preparation of RFP	Tender Evaluation	Contract Monitoring	Project Closeout	Home	Field	Total	
KEY EXPERTS											
K-1	V. Ramphalie	Head PD	2	3	2	54	40	101		101	
K-2	Kashif Barratt	Snr Programme Manager	5	7	8	216	135	135		135	
K-3	Milton Harris	Procurement Specialist		5	4			9		9	
K-4	Anisha Prince	HSE Officer				54	15	69		69	
K-5	Jamila Leonce	Project Officer			2	54		56		56	
K-6	John Roopchand	Site Control Officer				486	90	576		576	
K-7	Shivanna Gayapersad	Engineer			4	61	45	110		110	
K-8	Lindon John	Snr Site Technician			4	61	45	110		110	
K-9	Fayola Wiltshire	Project Manager	4	7	8	243	135	397		397	
K-10	Akaash Mohan	Project Manager			4			4		4	
K-11	URBASYS	External Consultant		15		675	90	780		780	
	Sub-Total							2347		2347	
NON-KEY EXPERTS											
N-1	Taramatee Cindy Bhukal	Admin Secretary	1	3	3	37	40	84		84	
	Sub-Total							84		84	
	Total							2431		2431	



Appendix C – Breakdown of Contract Price

Table 3.0: Remuneration (Experts' Fees)

No.	Name	Position	Location	Time Input (days)	Total (TTD)
K-1	V. Ramphalie	Head PD	Home	101	\$155,568.00
K-2	Kashif Barratt	Snr Programme Manager	Home	135	\$555,600.00
K-3	Milton Harris	Procurement Specialist	Home	9	\$27,780.00
K-4	Anisha Prince	HSE Officer	Home	69	\$116,676.00
K-5	Jamila Leonce	Project Officer	Home	56	\$116,676.00
K-6	John Roopchand	Site Control Officer	Home	576	\$1,027,860.00
K-7	Shivanna Gayapersad	Engineer	Home	110	\$152,790.00
K-8	Lindon John	Snr Site Technician	Home	110	\$152,790.00
K-9	Fayola Wiltshire	Project Manager	Home	397	\$608,382.00
K-10	Akaash Mohan	Project Manager	Home	4	\$19,446.00
K-11	URBASYS	External Consultant	Home	780	\$1,527,900.00
N-1	Taramatee Cindy Bhukal	Admin Secretary	Home	84	\$122,232.00
	Reimbursable expenses				\$100,000.00
	Sub-Total for Remuneration/Fees:				\$4,683,700.00
	VAT 12.5%				\$585,462.50
	Total				\$5,269,162.50

TOTAL CONTRACT AMOUNT - LUMP SUM CONTRACT

Table 4.0: Total Contract Amount

(3A) Schedule of Payments for Deliverables:		Currency	Amount
1	Advance Payment	TTD	\$250,000.00
2	Payment for Preparation of RFP & Completion of Bidding Documents³	TTD	\$287,885.00
3	Payment for Tender Evaluation Report	TTD	\$503,466.00
4	Payment for Contract Award	TTD	\$539,398.00
5	Payment for Contract Monitoring (subtotal)	TTD	\$2,002,951.00
5.1	Roof Works - @50% completion	TTD	\$34,693.15
5.2	Roof Works - @100% completion	TTD	\$34,693.15
5.3	Upper Floor Works - @50% completion	TTD	\$57,821.91
5.4	Upper Floor Works - @100% completion	TTD	\$57,821.91
5.5	Ground Floor Works - @50% completion	TTD	\$41,631.78
5.6	Ground Floor Works - @100% completion	TTD	\$41,631.78
5.7	Fire Suppression Works - @100% completion	TTD	\$69,386.29
5.8	Mechanical, Electrical & Plumbing Works - @25% completion	TTD	\$312,238.32
5.9	Mechanical, Electrical & Plumbing Works - @50% completion	TTD	\$312,238.32
5.10	Mechanical, Electrical & Plumbing Works - @75% completion	TTD	\$312,238.32
5.11	Mechanical, Electrical & Plumbing Works - @100% completion	TTD	\$312,238.32
5.12	Finishing Works - @50% completion	TTD	\$208,158.88
5.13	Finishing Works - @75% completion	TTD	\$104,079.44
5.14	Finishing Works - @100% completion	TTD	\$104,079.44
6	Payment for Preparation of Project Closeout (subtotal)	TTD	\$1,100,000.00
6.1	Issue Taking Over Certificate - @100% overall project completion	TTD	\$825,000.00
6.2	Issue Final Certificate @ the end of Defects Notification Period (1 year)	TTD	\$275,000.00
	Sub Total	TTD	\$4,683,700.00
	Value Added Tax (12.5%)	TTD	\$585,462.50
	Total	TTD	\$5,269,162.50

³ This deliverable is inclusive of the Bank's No Objection

Annex I. Eligibility

The Consultants and its Subcontractors shall have the nationality of a Bank's member country.

List of Member Countries:

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, United States, Uruguay and Venezuela.

Eligible Territories

- 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

A Consultant or Subcontractor meets the eligibility criteria in the following cases:

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

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

(b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:

- (i) is legally constituted or incorporated under the laws of a member country of the Bank; and
- (ii) More than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

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

In the case that the Consulting Services Contract includes the supplying of goods and related services, all such goods and related services shall have as their origin any member country of the Bank. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or

assembly another commercially recognized article results that differ substantially in its basic characteristics, function or purposed of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled "made in the European Union" shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

Annex II. Prohibited Practices

1. Prohibited Practices

1.1. The Bank requires that all borrowers (including grant beneficiaries), executing agencies and contracting agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank⁴ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (a) corrupt practices, (b) fraudulent practices, (c) coercive practices, (d) collusive practices and (e) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OI) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

(a) The Bank defines, for the purposes of this provision, the terms set forth below:

- (i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
- (v) An "obstructive practice" is:
 - a.a. Deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group 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
 - b.b. Acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.1 (e) below.

⁴Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

- (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries) executing agencies or contracting agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:
- (i) not finance any proposal to award a contract for works, goods, and related services as well as consulting services financed by the Bank;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
 - (iii) declare Misprocurement and cancel, and/or accelerate repayment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure of its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded or participate in activities financed by the Bank; and (ii) be nominated⁵ sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) Impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1.1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers,

⁵A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other IFIs regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term "sanction" shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI's applicable framework for addressing allegations of Prohibited Practices.

- (f) The Bank requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires to permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigations. The Bank also requires all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires to: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstruct the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
- (g) If the goods, works, and consulting services are procured directly from a specialized agency, all provisions under Attachment 1 regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or any other entities that signed contracts with such specialized agency to supply such goods, works, consulting services in connection with the Bank-financed activities. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

1.2. The Bidders represent and warrant:

- (i) that they have read and understood the Bank's Prohibited Practices and agrees to abide by the applicable rules;
- (ii) that they have not engaged in any violation of Prohibited Practices described herein;
- (iii) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;

- (iv) that neither they nor their agents, personnel, sub-contractors, sub-consultants or any of their directors, officers or principal shareholders have been declared ineligible by the Bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions to be awarded Bank-financed contracts or have been convicted of a crime involving Prohibited Practices;
- (v) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible by the bank or by another International Financial Institution (IFI) and subject to agreements that the Bank may have for the mutual enforcement of sanctions, to be awarded a Bank-financed contract or has been convicted of a crime involving Prohibited Practices;
- (vi) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (vii) That they acknowledge that the breach of any of these warranties constitutes a basis for the imposition of any or a combination of the measures described in Clause 1.1(b).