



GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO

PROPOSAL DOCUMENT

CONSULTANCY SERVICES

FOR

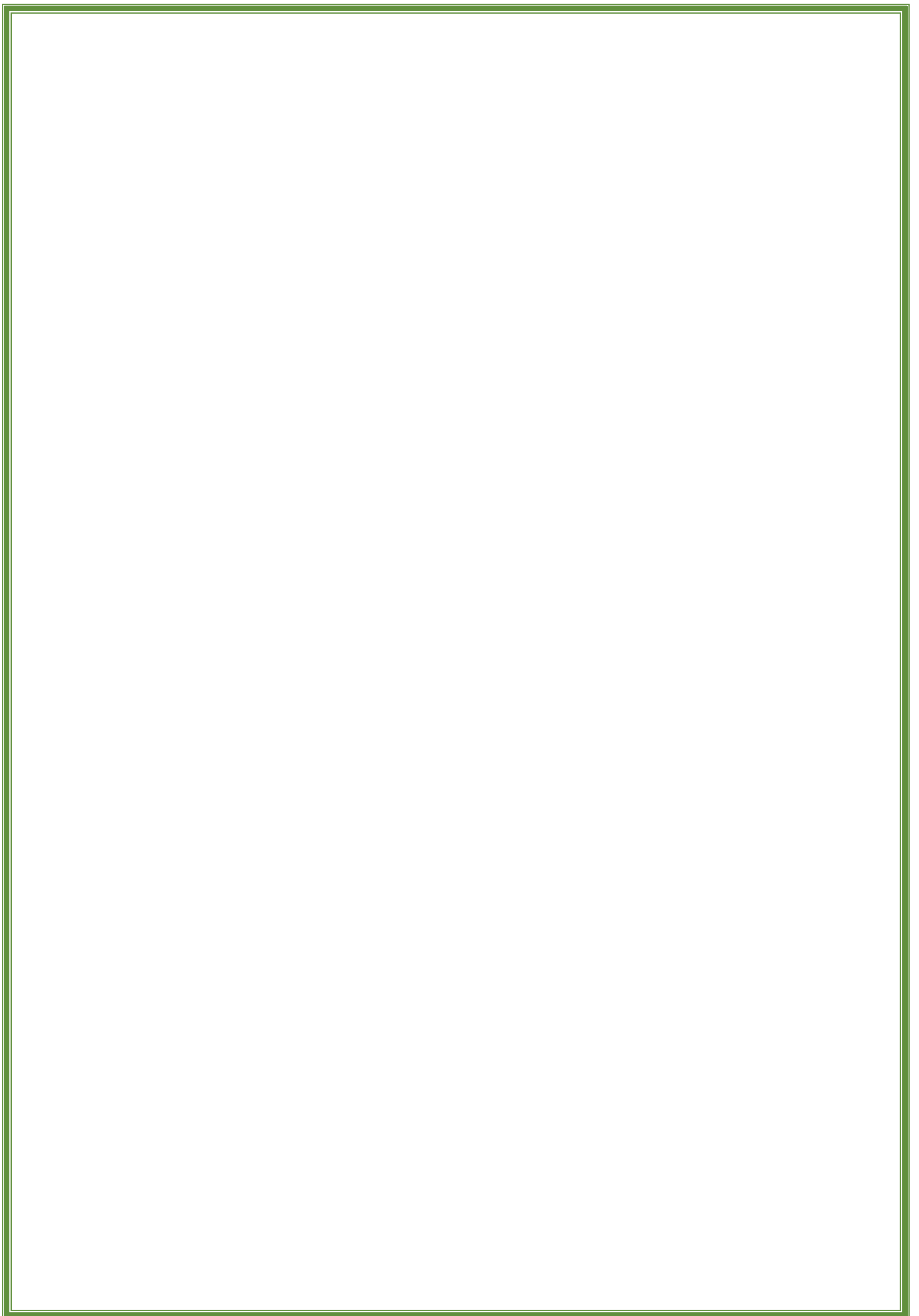
**THE DEVELOPMENT OF A HIGHWAYS INFORMATION
SYSTEM**

FOR

**HIGHWAYS DIVISION
MINISTRY OF WORKS AND INFRASTRUCTURE**

ROADS PLANNING BRANCH

AUGUST 2012



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**INSTRUCTIONS
TO
CONSULTANTS**

1 - INSTRUCTIONS TO CONSULTANTS

Consultants are advised to read all instructions carefully – Failure to comply may result in the rejection of their offer

Proposals for the Provision of Consultancy Services for the Development of a Highways Information System for the Highways Division, Ministry of Works and Infrastructure

1. **BACKGROUND**

All developments, whether residential, commercial, industrial, educational and agricultural, in one way or another, depend on the highway network for both easy access and mobility of people, goods and services. However, the decisions required to plan and manage a safe and efficient highway network are linked intimately to highway information, which may not be current, accurate, easily available and accessible. To address this situation, it is proposed that a Highways Information System (HIS) be designed and implemented in Trinidad. As such, the Government of the Republic of Trinidad and Tobago, through the Ministry of Works and Infrastructure (MOWI), is desirous of developing a Highways Information System, to assist in the planning, design, construction, management and preservation of the highway network.

2. **PROPOSAL DOCUMENTS**

Contents of the proposal document to be issued include the following, together with any addenda thereto:

- Instructions to Consultants
- Terms of Reference
- General Conditions of Contract
- Draft Form of Agreement
- Forms 1, 2, 3, 4
- Guidelines for Pricing

The Consultant is expected to examine carefully all instructions, conditions, forms and terms. Failure to comply with the requirements of submission will be at the Consultant's own risk.

3. **CLARIFICATION**

Consultants are requested to submit written questions on matters on which clarification are needed to:

**Chief Planning Engineer (Roads)
Highways Division
Ministry of Works and Infrastructure
Level 2
Corner Richmond and London Street
Port of Spain.
Telephone No: 625-3723/ 625-1225 Ext. 2295
Fax No.: 625-1981**

and send a copy to the Chairman, Ministerial Tenders Committee.

4. **PREPARATION OF PROPOSALS**

4.1 You are expected to examine all terms and instructions included in the documents. All information requested in the documents must be provided.

4.2 During preparation of the proposal, you must give particular attention to the following:

- i. **Proposed staff** must have experience in works of a similar nature to the project under consideration.
- ii. **Signed and dated C.Vs must be submitted** for each proposed staff member.

4.3 Your proposal must provide the following information:

- i. **Works of recent experience of a similar nature.** The information you will provide on each assignment should indicate, inter alia, the nature of the contract and the contract amount.
- ii. A brief description of the consultant's organization.
- iii. Audited Financial Statements for the three (3) most recent years available.

4.4 You should endeavour to present the proposals in detail and with clarity so as to facilitate appraisal. Items such as salary, overheads, allowances, insurances, payments to associated firms and the form of relationship, the proposed method of project implementation, should be clearly stated.

5. **COSTING OF PROPOSALS**

The Consultant shall bear all costs associated with the preparation and submission of his proposal and the Employer will in no case be responsible or liable for these costs regardless of the conduct or outcome of the process.

6. **SUBMISSION OF PROPOSALS**

6.1 The system to be utilized for submission of the proposals is that of the **two** sealed envelopes.

6.2 The first envelope shall contain the Technical Proposal for the project exclusive of costs, together with the curriculum vitae of the personnel to be assigned to the project. **All curriculum vitae submitted must be signed and dated by the person named.** Failure to submit signed and dated CVs shall result in the loss of points during the evaluation of technical proposals.

6.3 The second envelope shall contain the Financial Proposal, which shall include a cost for each and every item and service specified in the Technical Proposal including reimbursables, and fees based on a man-month (or time based) principle. Data shall be included in the Financial Proposal in the following attached forms, which are enclosed at Appendix 1:

- A completed copy of the **FORM 1** entitled "**SUMMARY OF COSTS**"
- A completed copy of the **FORM 2** entitled "**BREAKDOWN OF FIXED RATES BY CONSULTANT**"
- A completed and executed copy of the **FORM 3** entitled "**FEES & MANPOWER SCHEDULE**"
- **FORM 4** entitled "**REIMBURSABLES**"

In addition, **guidelines for pricing** entitled "**Compensation Formula for Professional Service Firms**" are also enclosed at **Appendix 2**.

The Consultant's name must be included on the envelope of the Financial Proposal.

6.4 Consultants must provide the following in their proposal: -

- i. The full name, signature, office and business address of the Consultant;
- ii. The signature of the person making the offer, or in the case of a company, partnership or business firm, by a duly authorized officer or employee of such company, partnership or business firm.
- iii. The initials of the person making any offer, must be inserted next to any alterations or erasures made or in the case of a company, partnership or business firm, by a duly authorized officer or employee of such company, partnership or business firm.
- iv. In case of any discrepancy between the copies of proposals, the original will govern. The original and each copy of the proposal must be prepared in indelible ink and must be signed by the authorized representative of the Consultants.

6.5 Income Tax and Value Added Tax (VAT)

- i. Technical proposals must be accompanied by the following:
 - a) Valid Income Tax and Value Added Tax Clearance Certificates issued by the Board of Inland Revenue and dated not more than six (6) months prior to the closing date of submission of proposals.
 - b) Certificate of Compliance issued in accordance with the National Insurance Act.
- ii. The Value Added Tax must be shown below the proposal price.
- iii. Income Tax Clearance Certificate, Value Added Tax Clearance Certificate (where applicable) and National Insurance Certificate of Compliance must accompany proposals. Failure to do so may result in your proposal not being considered.

6.6 Consultants are to submit **one (1)** original and **three (3)** copies each of the Technical Proposal and Financial Proposal respectively.

6.7 Technical and Financial Proposals should be placed in separately sealed envelopes marked correspondingly:

PROPOSAL FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A HIGHWAYS INFORMATION SYSTEM FOR HIGHWAYS DIVISION, MINISTRY OF WORKS AND INFRASTRUCTURE – TECHNICAL

and

PROPOSAL FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF A HIGHWAYS INFORMATION SYSTEM FOR HIGHWAYS DIVISION, MINISTRY OF WORKS AND INFRASTRUCTURE – FINANCIAL

7. DEADLINE FOR SUBMISSION OF PROPOSALS

The Proposals should be placed in a sealed envelope and addressed to:

**The Chairman
Ministerial Tenders Committee
Ministry of Works & Infrastructure
General Administration
1st Floor, Corner Richmond & London Streets
Port of Spain**

and must be deposited in the Tender Box, located at the above address, not later than the time and date indicated in the Tender Notice.

Only Technical Proposals will be opened immediately after opening the Tenders Box.

8. PROPOSAL VALIDITY

Consultants must provide in their proposal an assurance that prices will remain valid for an initial minimum period of **ninety (90) days** from the closing date of the proposal or as stated otherwise during which time Consultants will undertake to maintain, without change, the proposed staffing (including named personnel).

In exceptional circumstances, prior to expiry of the original offer validity period, the Employer may ask the Consultant for a specified extension in the period of validity. The request and responses thereto shall be made in writing.

9. EVALUATION OF PROPOSALS

The technical evaluation for this consultancy service shall be undertaken considering the following criteria, with weightings as shown in brackets: -

- (i) Problem Understanding, Methodology and Work Proposal (30 points);
- (iii) Academic Qualifications, Work Team Experience and Composition of personnel assigned to the project (20 points);
- (iv) Similar Works done by (a) Firm or Business and (b) Personnel to be assigned to the project (25 points).
- (v) Management Support (10 points)
- (vi) Execution Schedule (10 points)
- (vii) Financial Capability (5 points)

Respondent should submit concise and clear response to the Request for Proposal and, preferable, in the following format:

9.1 *Technical Understanding and Methodology*

This demonstrates that the Consultants understand of the Terms of Reference and Scope of Works, which shall include, but be not limited to, the following:

- i. Describe the major facts or features of the proposal, including any conclusions, assumptions and generalised recommendations the respondent desires to make.
- ii. Detailed comments on the Terms of Reference
- iii. State the technical plan of operation that is proposed.
- iv. Quality control procedures;
- v. Quality assurance statement.

9.2 *Organisation structure, Academic Qualifications and Work Experience of personnel to be assigned to the project*

Must include the following:

- i. An organisational chart of the project team members that will be assigned to this project, showing name and job function;
- ii. A description of the organisational structure;
- iii. A list of project team members giving their academic qualifications and work experience.

Up-to-date Curriculum Vitae must be submitted for all team members with their original signatures.

9.3 *Similar Works done by (a) Firm or Business and (b) Personnel to be assigned to the project*

Provide the following for each similar work undertaken by firm or business:

- i. Project names **(for the past three years)**

- ii. Name, address, contact numbers and email addresses of clients
- iii. Period of contract
- iv. Description of services to be provided, being provided or to be provided
- v. Project cost
- vi. Status of project and comments, including any **delays, claims, legal actions taken, termination of contract.**

Provide the following for each similar work undertaken by personnel to be assigned to project:

- i. Project names (**for the past three years**)
- ii. Name, address, contact numbers and email addresses of clients
- iii. Period of contract
- iv. Description of services to be provided, being provided or to be provided
- v. Project cost
- vi. Status of project and comments, including any **delays, claims, legal actions taken, termination of contract.**

9.4 *Company profile and Management Support*

Must include the following:

- i. Firm or business name and business address, including telephone number and facsimile number.
- ii. Year established.
- iii. Type of ownership and parent company, if any.
- iv. Project Manager's name, address and telephone number if different from (i) above.
- v. Management support

9.5 *Execution Schedule (work plan, project schedule, bar chart, others)*

Include technical plan of operation in approach to work programme (work plan, project schedule, bar chart, others). The execution schedule, in hard copy and digital format, should include, but be not limited to:

- i. Detailed task list; links and relationships between tasks;
- ii. Assignment of manpower, equipment, materials to the tasks. The manpower breakdown must be detailed showing name, job function, assigned man-hours/man-months and related task;
- iii. Milestones.

Note: there should be a correlation between the detailed breakdown of the execution schedule and what is submitted in the Financial Proposal.

9.6 *Financial Capacity*

Must include the following:

- i. Copies of Auditor's reports, together with audited financial statements made in accordance with approved standards, for the last three years. If not required by law to have audited financials, please submit unaudited financial statements and legal proof that such statements are not required.
- ii. Bank References
- iii. Detailed statement of legal claims (previous and pending) – parties involved, amount of claim, year etc.

The Evaluation Committee shall establish the order of merit of the firms or businesses based on a review and analysis of the Technical Proposals for the project. Consultants must attain a minimum of 70 percent in order to qualify, with a minimum of 50 percent for each area.

10. NEGOTIATION

Based on the results of the evaluation, the firm with the best technical proposal for the project will be invited to enter into contract negotiations. All the second envelopes presented by the other firms will remain sealed and if an agreement is reached with the first firm, the envelopes will be returned to the respective firms unopened. If an agreement on the terms of the contract is not reached with the first firm, negotiations will be initiated with the second firm, and so on until a satisfactory agreement is reached.

In the event that the proposal received and evaluated is in excess of the budget and affordability of the Employer, the Employer shall enter into negotiations with the Consultant in an attempt to bring the price within its budget.

The inability to agree on detailed costs or compensation for the services or a judgment on the part of the Employer that such costs or compensation are inappropriate or excessive shall be sufficient cause for notifying the rejection of the proposal and for initiation of negotiation with the firm which follows in order of merit. Once a firm has been rejected, it will not be recalled for further negotiations on the contract.

11. ACCEPTANCE

11.1 The Ministerial Tenders Committee reserves the right to reject any or all proposals, without limiting the generality of the foregoing.

11.2 The Ministerial Tenders Committee reserves the right to accept or reject any proposal, and to annul the proposal process and reject proposals at any time prior to award of contract, without thereby incurring any liability to the affected Consultant or Consultants on the grounds for action.

11.3 The Employer does not bind itself to accept any offer or to reimburse Consultants for any expenses incurred.

12. CANCELLATION OF PROPOSAL PROCESS

The Ministerial Tenders Committee reserves the right to cancel the process in its entirety or even partially without defraying any costs incurred by any firm.

13. AGREEMENT

In the event that your firm is successful, you will be required to furnish additional copies of your proposals.

The successful Consultant will be required to enter into a formal agreement with the Permanent Secretary, Ministry of Works and Infrastructure. No contract is accepted until the formal agreement is signed

14. COMMENCEMENT OF WORK

The commencement of work shall be by the mutual agreement of the Ministry of Works and Infrastructure and the Consultant.

15. RETENTION

The equivalent of ten percent (10%) of the amount of fees billed, will be withheld from each payment to establish a performance guarantee to ensure proper execution of the Services. The funds will be returned upon approval of the final project report.

16. ELIGIBILITY

A Respondent may not be eligible for selection if it or any of its related entities has any:

- a) active claims or disputes; or
- b) pending claims or disputes (whether or not such claims have been notified), against any Government Ministry, department or subdivision thereof, or State Agency or any entity wholly or partially controlled by any of them.

You are advised that any other firm, with which your firm might be associated, may not be eligible to participate in any project resulting from or associated with the consulting assignment.

17. CHANGES TO THE FIRM AFFECTING PERFORMANCE

Any changes in the financial or legal aspects to your firm or partnership which may affect the execution of the project and which occurred from date of tender to the award date must be reported to the Ministerial Tenders Committee. Failure to provide such data could result in the refusal of your company's offer.

18. DISCRETION OF THE EMPLOYER

18.1 Without limiting its rights at law or otherwise, the Employer reserves the right in its absolute discretion, and at any time, to:

- i. refuse to consider or accept any proposal, even if the Proposer has offered the lowest bid price, percentages or unit rates;
- ii. accept any non-conforming proposal;
- iii. reject any proposal in its entirety if any part of the bidder's Technical Proposal fails to pass any technical evaluation criterion;
- iv. seek clarification or additional information orally or in writing from any bidder or anyone else;
- v. provide additional information to all bidders;
- vi. seek information (including by way of statutory declaration) from any bidder as to its proposal and as to its capacity to enter into a Contract;
- vii. vary, suspend or abandon the bidding process at any time;
- viii. change the timing of the bidding process;
- ix. not to accept the lowest or any bid; and
- x. reject any bid that does not comply with any of the requirements listed above.

18.2 The Employer shall not be liable for any costs incurred by any Respondent in the preparation, submittal, presentation or revision of its proposal. The Employer shall not be obligated to pay and shall not pay any costs in connection with assisting the Respondent or the project, or incurred by any Respondent at any time unless the Employer has expressly agreed to do so in writing. The Employer reserves the right to cancel this process without defraying any cost incurred by the Consultant or his firm in submitting its proposal. The Employer does not bind itself to accept the lowest or any proposal.

THE MINISTERIAL TENDERS COMMITTEE MAY REJECT ANY OFFER THAT DOES NOT COMPLY WITH ANY OF THE REQUIREMENTS LISTED ABOVE.

**TERMS
OF
REFERENCE**

2 - TERMS OF REFERENCE

Proposal for Provision of Consultancy Services for the Development of a Highways Information System for Highways Division, Ministry of Works and Infrastructure

1. INTRODUCTION

1.1 BACKGROUND

All developments, whether residential, commercial, industrial, educational and agricultural, in one way or another, depend on the highway network for both easy access and mobility of people, goods and services. However, the decisions required to plan and manage a safe and efficient highway network are linked intimately to highway information, which may not be current, accurate, easily available and accessible. To address this situation, it is proposed that a Highways Information System (HIS) be designed and implemented in Trinidad. As such, the Government of the Republic of Trinidad and Tobago, through the Ministry of Works and Infrastructure (MOWI), is desirous of developing a Highways Information System, to assist in the planning, design, construction, management and preservation of the highway network.

A Highway Information System usually consists of a number of individual modules, often operated independently of one another. These modules include, but are not limited to, highway network planning, road inventory, roadside development, road property management, quality control, pavement management, maintenance management, bridge management, traffic data and systems management (*traffic operations management for traffic corridor analysis, highway construction-oriented rerouting, hazardous materials routing, incident management, and safety elements management*), traffic sign and road marking data, environmental management, roadside safety devices, and accident data. Because of lack of harmonization of data use and application, data is seldom collected in a format useful to others. However, if the data is integrated correctly by using a suitable referencing system, for example a Geographic Information System, it can be put to maximum use for transportation, as well as for many other purposes.

The major requirements and issues surrounding GIS management technology as it applies to a Highway Information System are building and maintaining a database, selecting and upgrading hardware and software, using the technology to solve problems, funding, networking, providing access, and others.

The development of this Highways Information System is to be financed by the Government of the Republic of Trinidad and Tobago.

2. DESCRIPTION OF PROJECT

The Highway Information System project would entail the development and implementation of all the required modules, which may include but are not limited to:

- Executive Information Management;
- Road Inventory (*location, terrain, alignment, pavement details, utility location*);
- Asset Management (*pavement management, maintenance management, rehabilitation measures etc.*);
- Road Planning (*proposed road reserves, land use, land developments, property value, analysis, simulation*);
- Construction management;
- Roadside Development (*encroachments, abutting structures, land use, ribbon development*);

- Road Property Management (*access points, road reserves, structures in road reserve, utility services*);
- Bridge Inventory and Management (*location, type, span, design elements, geometrics, hydrology and hydraulics, condition, maintenance, improvement*);
- Traffic Data (*location of traffic counters, volume, growth rate, modes, speed limits etc.*);
- Traffic Safety/Accident Information (*black spots, analysis of accidents, safety measures, historical data, hazardous cargo routing*);
- Transportation System Management including Intelligent Transportation Systems;
- Health, Safety and Environment (*EIA, CEC, mitigation measures, legislation, vehicle emissions, management systems*);
- Document Management (*road plans, bridge plans, feasibility studies, contract documents, project reports, progress reports*);

and, just as important, an appropriate system (GIS) to integrate, analyse and display information from the various modules.

The Consultant will be required to review studies, systems and plans relevant to Highway Information Systems that exist internationally and locally, including those within the Ministry of Works and Infrastructure, and make appropriate recommendations that satisfy international standards and best practices.

3. OBJECTIVES OF THE ASSIGNMENT

The objectives of the assignment are to:

- Prepare the technical and functional specifications and system architecture for the HIS, including preparation of tender documents, based on highway information practices and needs;
- Review and comment on: tenderer/vendor qualification criteria; technical evaluation criteria and (if appropriate) a technical scoring scheme; post qualification measures; requirements for application software development and other matters of intellectual property rights;
- Submission of other deliverables highlighted below at **5 - Indicators of Performance/Deliverables**.
- Conduct briefings and presentations to stakeholders and decision-takers, as required and appropriate;

4. SCOPE OF SERVICES

4.1 To fulfil the above objectives, MOWI is seeking to engage a Consultant to provide consultancy services to recommend a Highways Information System consistent with international standards and best practices and prepare the necessary tender documents and specification. The Consultant's duties and responsibilities will include but will not necessarily be limited to the following:

- i. **Review this Terms of Reference and recommend improvements where needed, to ensure that it is relevant, comprehensive and practical;**
- ii. **Carry out a situational analysis of all the issues, internal and external, that will affect the design and implementation of the HIS;**
- iii. **Make recommendations on a comprehensive Information Systems Architecture to support the objectives of a secure and robust highway**

information system, to support short, medium and long-term planning framework.

The Consultants would be expected to recommend information systems architecture in the context of the relevant functional processes and agencies responsible for these processes. To accomplish this, the Consultants will:

- a) Develop and document a comprehensive understanding of the fundamental business processes associated with planning, design, construction, management and preservation of the highway network;
- b) Considering international best practice, identify, describe and document the information needs and information flows associated with various business functions and processes;
- c) Review and document the current information systems capabilities, including hardware and software available, in-house information systems, resources, staff skills, status of current application systems and assess how well they can serve the proposed HIS requirements;
- d) Identify a portfolio of information systems applications that will be required to be put in place to support the HIS functional processes, with a description of:
 - the primary outputs, inputs and processing associated with each of the relevant systems, the primary data bases which will be required by the various systems, their linkages and interfaces;
 - the volumes, frequency and mode of data transfer between various processing nodes;
 - the ownership and locational distribution of the application systems between the various agencies;
 - system security requirements;
 - modules for forecasting, analyzing, planning, design, construction, management and preservation of the highway network, including but not limited to:
 - ↳ *Executive Information Management;*
 - ↳ *Road Inventory (location, terrain, alignment, pavement details, utility location);*
 - ↳ *Asset Management (pavement management, road maintenance management, rehabilitation measures etc.);*
 - ↳ *Road Planning (proposed road reserves, land use, land developments, property value, analysis, simulation);*
 - ↳ *Construction management;*
 - ↳ *Roadside Development (encroachments, abutting structures, land use, ribbon development);*
 - ↳ *Road Property Management (access points, road reserves, structures in road reserve, utility services);*
 - ↳ *Bridge Inventory and Management (location, type, span, design elements, geometrics, hydrology and hydraulics, condition, maintenance, improvement);*
 - ↳ *Traffic Data (location of traffic counters, volume, growth rate, modes, speed limits etc.);*
 - ↳ *Traffic Safety/Accident Information (black spots, analysis of accidents, safety measures, historical data, hazardous cargo routing)*
 - ↳ *Transportation Systems Management including Intelligent Transportation Systems;*
 - ↳ *Health, Safety and Environment (EIA, CEC, mitigation measures, legislation, vehicle emissions);*
 - ↳ *Document Management (road plans, bridge plans, feasibility studies, contract documents, project reports, progress reports);*

- an appropriate system (GIS) to integrate, analyse and display information from the various modules;
 - dedicated modules to handle monthly, rolling, short-term (one to three months) and longer-term (one year to five years) forward budget estimates of financing and expenditures and corresponding estimates of the resulting cash flows for highway infrastructure projects;
 - analytical tools or modules to offer trend analysis of various elements of highway infrastructure and vehicular and pedestrian traffic operations to permit a forward look at the emerging events bearing on the highway network;
 - Integration requirements with HRMIS (Human Resource Management Information System), and Procurement Information System;
 - requirements for software licenses and other matters of intellectual property rights;
- iv. **Specify and document the Technology Architecture and technical requirements required for implementing the Information Systems identified above**

The analysis should be documented in a form that can be used for preparing technical specifications for software development or acquisition and acquisition of hardware under international competitive tendering procedures. This exercise would inter alia result in a statement of specifications for:

- a) Hardware configurations with estimates of capacity;
- b) Application development;
- c) Data Base Management System (DBMS) Software;
- d) HIS modules
- e) Office systems and related hardware and software;
- f) Field systems and related hardware and software;
- g) Application development tools and data modelling tools;
- h) Designing of specific integrated modules (HRMIS, Procurement Information System, budget forecasting module, scenario analysis tool, etc.)
- i) Personal computers and associated software;
- j) The nature of communications networks required to link regional offices with the headquarters (as required) and local area networks required at the headquarters and regional offices;
- k) Other support equipment, tools and vehicle;
- l) Requirements for Internet connectivity.

The establishment of a Highways Information System that is modular, scalable, seamless and, also, accessible via the internet (web-enabled), is preferred.

v. **Propose an Organisational Structure**

MOWI and its associated agencies will require the development/upgrading of their in-house data processing organisation and capacity to operate and maintain the various systems envisaged. The Consultants would accordingly analyze the existing resources and capacity and develop and document a plan to upgrade this organisation, and/or set up new organisational structures as required that would be able to services the informatics needs.

Based on a needs assessment, the Consultant shall propose a staffing plan and other human resource functions that would allow optimal use by all stakeholders. The proposed organisational structure should, also, take into consideration that

future research/development on HIS would be on-going and should be staffed accordingly.

vi. **Develop a Training Plan**

The Consultant shall propose a training plan to address gaps that exist in the organisation and recommend what future on-going training would be required.

vii. **Prepare cost estimates**

The Consultants should determine the financial resources required for implementation. The statement of resources should include:

- a) Cost estimate of hardware, communications networks, systems software and application development, package customization costs including external and local consulting services;
- b) Conversion costs, if applicable;
- c) Ongoing operational costs, including maintenance costs if applicable; and
- d) Training costs;

viii. **Prepare an Implementation Strategy**

The Consultants would be required to develop and document an implementation plan for systems development, set priorities for systems development based on the strategic objectives and IT opportunities identified by management and specify tentative implementation schedules based on resource availability and absorptive capacity. This would include a schedule for phased acquisition of equipment, and application software development, training plan and a migration plan from existing systems, technologies, as applicable.

ix. **Assist with the preparation of tender documents**

In the area of tender document preparation, the Consultant will, among other things, prepare Tender Documents and assist the MOWI to review and revise the Technical Requirements Section of the Tender Documents for clarity and completeness.

x. **Review and comment on specific issues as requested by MOWI**

The Consultant is required to comment and make recommendations on:

- a) Tenderer qualification criteria (financial, experience, technical capacities, etc.);
- b) Technical evaluation criteria and (if appropriate) a technical scoring scheme;
- c) Post qualification measures;
- d) Requirements for software development and other matters of intellectual property rights;
- e) Conduct briefings and presentations to stakeholders and decision-takers, as required and appropriate.

xi. **Assist MOWI with tender evaluation**

During the process of tender evaluation, the Consultant will, among other things:

- a) Assist the MOWI team during the "Pre-Tender meetings" between MOWI and Tenderers as part of the first stage technical proposal evaluations;
- b) Assist the MOWI team in the preparation of any addendum to the tender documents;
- c) Assist the MOWI team in the preparation of the tender evaluation reports;

- d) Assist the MOWI team in any post-qualification measures specified in the tender documents;
- e) Advise the MOWI team on any matters that may arise in contract finalisation;
- f) Assist the MOWI team to conduct briefings and presentations to stakeholders and decision-takers, as required and appropriate.

5. **INDICATORS OF PERFORMANCE / DELIVERABLES**

Indicators of performance/deliverables should include, but be not limited to:

- Review and modification of Terms of Reference;
- Completed business process document;
- Information Systems Architecture and needs assessment;
- Integrated modules requirements and architecture;
- Technology Architecture;
- Organisational Structure;
- Training Plan;
- Cost Estimates for Implementation of HIS;
- Implementation Strategy and suggested phasing of activities;
- Tender documents acceptable to the MOWI;
- Implementation plan for the system acceptable to MOWI;
- Recommendation for the evaluation criteria;
- Draft Tender Evaluation Report

6. **REPORTING REQUIREMENTS AND TIME SCHEDULE**

6.1 **REPORTING REQUIREMENTS**

6.1.1 The Consultant shall report as required to fulfill his terms of reference. All reports, studies, documents and plans must be provided in both digital and hard copy format and should include, but not be limited to, the following:

- Progress reports
- Technical reports
- Plans

The digital format for documents, reports etc is PDF/A. For any other types of submissions, the format should be approved first by the Employer.

In addition the following requirement for reporting shall also be applicable to the consultancy:

Inception Report	within 2 weeks of commencement of the services
Interim Report 1	within 2 months of commencement of the services
Draft Final Report	within 4 months of commencement of the services
Final Report	within 2 WEEKS of comments from MINISTRY OF WORKS AND INFRASTRUCTURE

The Consultant shall present to the Client's Representative twenty (20) copies of each report.

The Consultant shall also submit a Monthly Progress Report (20) copies by the 10th day of the month following the month covered by each Report. These Monthly Reports are to be discussed with the Client, to aid in the monitoring of time for the consultancy.

6.2 TIME SCHEDULE

6.2.1 The Consultant shall propose a time schedule for the consultancy that will ensure optimal economic benefit to the client. Consultancy services should not be more than **five (5) months** for submission of the Final Report.

4. TRAINING

4.1 The consulting firm shall include in the proposal provisions for training of counterpart technical and professional staff of the Ministry of Works and Infrastructure who may be available during the project.

5. INSURANCE

5.1 The consulting firm shall have adequate professional liability insurance to specifically provide coverage for the Ministry of Works and Infrastructure, should any negligent acts or professional malpractice arise in the performance of the professional services. The said insurance shall be maintained in force by the Consultant from the date of this contract until a date at least five (5) year following the actual completion and acceptance of the Services by the Employer.

6. PAYMENT

6.1 Payments to the consulting firm for services performed shall be based on agreed time basis rate, i.e., man months or part thereof linked to specific milestones e.g. completed business process document, information systems architecture and needs assessment, integrated modules etc. proposed and accepted by the Ministry of Works and Infrastructure. The Consultants shall provide a payment schedule for fees associated with each milestone, which must be approved by the Ministry of Works and Infrastructure.

6.2 The final payment for services performed by the consulting firm shall be contingent upon prior acceptance of the Consultant's final report by the Ministry of Works and Infrastructure, in addition to the satisfactory completion of the entire consulting firm's obligation under the consultancy contract. Such payment shall consist of not less than 10% of the total amount to be paid to the consulting firm.

6.3 PAYMENTS TO CONSULTING FIRMS

6.3.1 Contracts entered into with consulting firms shall reflect one of the following formulations, as the case may be:

- i. If the consulting firm is domiciled in Trinidad and Tobago, it's compensation shall be paid exclusively in the currency of this country, except for expenses incurred in foreign exchange for foreign travel or per diem expenses abroad which shall be reimbursed in United States of America dollars, or its equivalent in other currencies;
- ii. If the consulting firm is not domiciled in this country in which it is performing the services, the highest possible percentage of its compensation shall be paid in the currency of Trinidad and Tobago and the rest in United States of America or the equivalent in other currencies.
- iii. In the case of a consortium composed of firms domiciled in the country and firms not domiciled therein the part of compensation which corresponds to each of the members shall be paid in accordance with paragraphs (i) and (ii) above.
- iv. The Consultant shall indicate his preferred payment schedule.

7. CONTINGENCY ALLOWANCE

7.1 The consulting firm should include a contingency allowance of 10% in the proposal to provide for the cost of unforeseen additional work. The Contingency allowance is for use at the discretion of the Ministry of Works and Infrastructure and can be drawn upon by the firm only with the agreement of the Ministry of Works and Infrastructure.

8. VALUE ADDED TAX

8.1 The consulting Firms will be required to register with the Value Added Tax Administration Centre, Board of Inland Revenue on or before award of the contract. Payment for Value Added Tax will be made only on various items (15%). The Ministry of Works and Infrastructure reserves the right to request tax invoices for payments made by the consulting firms.

9. LIQUIDATED DAMAGES

9.1 Consultant is to note that a liquidated damages clause is included as part of the Conditions of Contract. This has become necessary to ensure that the Consultant deliver the services within the time frame specified.

**GENERAL CONDITIONS
OF
CONTRACT
FOR
CONSULTANCY SERVICES**

3 - GENERAL CONDITIONS OF CONTRACT FOR CONSULTANCY SERVICES

1. DEFINITIONS

Unless the context otherwise requires the following terms whenever used in this Contract have the following meanings:

- (a) **“Consultant”** means the awarded firm
- (b) **“Contract”** means the contract between the Employer and the Consultant
- (c) **“Effective Date”** means the date on which this contract comes into force and effect pursuant to Clause 11 (1) hereof.
- (d) **“Employer”** means the Ministry of Works and Infrastructure
- (e) **“Personnel”** means persons hired by the Consultant as employees and/or subconsultants and assigned to the performance of the Services or any part thereof.
- (f) **“Party”** means the Employer or the Consultant as the case may be
- (g) **“Services”** means the consultancy services as detailed in the Terms of Reference and including assistance to the Project Implementation Unit with respect to all matters relating to the Project.
- (h) **“Subconsultant”** means any entity to which the Consultant subcontracts any part of the Services.
- (i) **“Employer’s Representative”** means the Permanent Secretary, Ministry of Works and Infrastructure or anyone so assigned
- (j) **“Assignment”** means any agreement whereby the Consultant transfers or divests itself of any rights or obligations of this Agreement to a third party.
- (k) **“Sub-Contract”** means an agreement by which the Consultant entrusts the performance of a part of the Services to a third party.

2. CONSULTANCY SERVICES

The Consultant shall provide Services, professional and technical, in accordance with its Proposals as negotiated and annexed to this contract.

3. PERSONNEL

3(1) The Consultant shall staff the project according to this Contract.

3(2) Changes in staff shall not be permitted except where the Consultant can give substantial reasons and can show that the circumstances for requesting such changes are extenuating and excruciating.

3(3) No changes in staffing are to be made unless the Consultant first obtains in writing, the approval of the Employer.

Replacement staff shall have the same or superior knowledge and skills.

Approval so given shall in no way relieve the Consultant of its contractual obligations nor shall such approval give rise to claims as Extras.

- 3(4)** The Consultant shall employ duly qualified personnel to perform the duties under this Contract, preference being given to nationals of the Republic of Trinidad and Tobago. The qualifications and experience of all personnel shall be furnished to the Employer.
- 3(5)** The Consultant agrees to remove any Employee from the Services if requested in writing to do so by the Employer.
The Employer shall provide reasons for such a request.
- 3(6)** The Consultant shall use all reasonable efforts to select and employ personnel who, in the judgement of the Consultant, will be reliable and likely to perform satisfactorily the terms of their employment agreement with the Consultant and will comply fully with applicable laws and with the Employer's policy and rules relating to the conduct and behaviour of foreign personnel in Trinidad.
In selecting personnel for this project the Consultant shall give due consideration not only to their professional competence but also to their character and personality.
- 3(7)** In the performance of all duties, the Consultant shall be responsible for the professional conduct of its personnel and shall, except in relation to activities contrary to the Laws of the Republic of Trinidad and Tobago, have full authority and responsibility for taking any necessary corrective action.
- 3(8)** The Consultant agrees to furnish to the Employer full particulars of all persons employed under this Contract. All such persons shall be subject to security approval prior to assignment to the Services.
The Consultant further agrees at the written request of the Employer to terminate the employment of any individuals if the Employer is of the opinion that for security or other reasons termination is required.
In the event of such termination, the Consultant shall provide replacements and bear all costs associated with such termination and replacements.
- 3(9)** The Consultant shall submit in respect of each employee assigned to the Services if so requested by the Employer a certificate executed by a Registered Medical Practitioner in Trinidad and Tobago or the US to the effect that such employee is physically fit for the conditions which may be anticipated to exist during the course of his employment in the Services.

4. INSPECTION OF THE SERVICES BY THE EMPLOYER

- 4(1)** Duly authorized Employer's Representatives shall have access to all records pertaining to the Services being supervised and managed by the Consultant and shall make such site inspections as often or as frequently as required.
- 4(2)** The Consultant further agrees to co-operate with the Employer's Officers assigned to the said Services for the purposes of supervision, checking, observations and reporting directly to the Employer when such need arises.
All such reports shall be kept strictly confidential between Employer's Officers and the Employer.

5. EXTRA SERVICES, ERRORS AND OMISSIONS

5(1) EXTRA SERVICE

If the Consultant is of the opinion that any services the Consultant has been directed to perform is outside the scope of this Contract and constitutes extra services, the Consultant, shall promptly notify in writing, the Employer of the fact. In the event that the Employer determines that such services do constitute extra services, it shall provide extra compensation to the Consultant upon a mutually agreeable fair and equitable basis. In the event that the Employer and the Consultant do not reach mutual agreement on what constitutes extra services or fair and equitable compensation, the provisions of the Arbitration Clause of this Contract shall apply.

5(2) ERRORS AND OMISSIONS

The Consultant shall perform additional services as may be necessary to correct negligent errors and omissions in its services required under this Contract as soon as necessary and without additional cost to the Employer. The acceptance of the Services set forth herein by the Employer shall not relieve the Consultant of the responsibility of subsequent correction of such errors.

Nothing herein shall be construed to relieve the Consultant of the responsibility of subsequent correction of such errors.

6. RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of master and servant or agent and principal as between the Employer and the Consultant. The Consultant subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf.

7. LAW GOVERNING CONTRACT

7(1) This Contract, its meaning and interpretation and the relation between the parties shall be governed by the laws, customs, duties and taxes of the Republic of Trinidad and Tobago which shall mean the present laws, customs, duties and any amendments thereto of new laws passed during the continuance of this contract and shall be deemed to have been made in the Republic of Trinidad and Tobago.

7(2) Any proceeding arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in the Republic of Trinidad and Tobago.

7(3) The submission by the parties to such jurisdiction shall not limit the right of the Employer or of the Consultant upon mutual agreement to commence any proceedings arising out of this contract in any other jurisdiction it may consider appropriate.

7(4) Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of services be served on any party in accordance with Clause 10.

7(5) In the event that a party to any proceedings arising out of or in connection with this contract is resident outside the Republic of Trinidad and Tobago the address for service in the Republic of Trinidad and Tobago shall be the address for such service nominated in Clause 10 of this Contract and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of the party.

8. LANGUAGE

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

9. HEADINGS

The headings shall not limit, alter or affect the meaning of this Contract.

10. NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile transmission to such party at the following address:

FOR THE EMPLOYER:

The Project Director

.....
.....
.....
.....

FOR THE CONSULTANT:

The Project Director

.....
.....
.....
.....

A Party may change its address for notice hereunder by giving the other party notice of such change pursuant to this Clause.

11. COMMENCEMENT, COMPLETION AND MODIFICATION OF CONTRACT

11(1) EFFECTIVENESS OF CONTRACT

This Contract shall come into force and effect immediately upon the signing of this Agreement such date being hereinafter referred to as "the effective date".

11(2) EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to Clause 14 hereof this Contract shall terminate when, pursuant to the provisions hereon, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

11(3) ENTIRE AGREEMENT

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make and the Parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein.

11(4) MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services may only be made by written agreement between the parties.

12. FORCE MAJEURE

12(1) DEFINITION

(a) For the purposes of this Contract "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include:

(i) any event which is caused by the negligence or intentional action of a party or such party's subconsultants or agents or employees, or

(ii) any event which a diligent party could reasonably have been expected to

(1) take into account at the time of the conclusion of this contract and

(2) avoid or overcome in the carrying out of its obligations hereunder

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

12(2) NO BREACH OF CONTRACT

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.

12(3) MEASURES TO BE TAKEN

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder within a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than **fourteen (14) days** following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of my event of Force Majeure.

12(4) EXTENSION OF TIME

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.

12(5) PAYMENTS

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

12(6) CONSULTATION

Not later than **thirty (30) days** after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

13. SUSPENSION

The Employer may, by written notice of suspension to the Consultant, suspend 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 **fourteen (14) days** after receipt by the Consultant of such notice of suspension.

14. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

14(1) ABANDONMENT

- (a) The Employer shall have the absolute right to abandon the services or to amend the Services or to change the general basis for the execution of the Services at any time

and such action on its part shall in no event be deemed a breach of contract or cause for claims for loss of earnings.

- (b) If the Employer does amend the Services or change its general basis and the Consultant is of the opinion that extra services is made necessary as a result thereof, the provisions of the Extra Services Clause (Clause 5) of this Contract shall apply.

14(2) TERMINATION

- (a) Both the Employer and the Consultant shall have the unqualified right to terminate this Contract upon **sixty (60) days' written notice**, provided that on any such termination the Consultant shall be paid in full discharge of the Employer's liabilities under the contract such reasonable sum, as may be agreed upon, in payment of the Services performed prior to the termination of this Contract.
- (b) If the Employer for any reason abandons, defers or suspends the Services, the Consultant will be paid an amount which bears the same ratio to the total compensation of the services actually performed bear to the total services of the Consultant covered by this Contract, less payment of compensation previously made, provided, however, that if less than sixty (60) percent of the services covered by this Contract have been performed upon the effective date of such termination the Consultant shall be reimbursed in addition to the above payment for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract incurred by the Consultant during the Contract period which are directly attributed to the uncompleted portion of the services covered by the Contract.
- (c) If the Employer and the Consultant do not agree upon the value of the work performed prior to termination of the Contract other than for Services which has been unsatisfactorily performed, the provisions of the Arbitration Clause of this Contract shall apply.

15. EMPLOYER'S REPRESENTATIVE

15(1) The Employer hereby designates the person carrying out the functions of the Chief Planning Engineer (Roads) as the Project Director, or anyone so assigned to act on behalf of the Employer, through whom the Consultant's dealings with the Employer shall be channelled.

- The Manager to the Services (hereinafter called the 'Project Manager') shall deal directly with the Consultant and shall be in turn responsible to the Employer's Representative for his actions.

↳ The Project Manager -

- (a) shall have no authority to change or vary the contract documents;
- (b) shall have no authority to agree on Extra Costs with the Consultant, Contractor or otherwise.
- (c) shall neither have authority to agree on Extra Costs to the Contract, nor change nor vary the 'Bill Rates' to the Contract or rates previously approved by the Employer.

↪ The Project Manager:

- (a) shall be afforded every opportunity to be trained in areas of Project Administration/Management or other training;
- (b) such training shall consist of a programme the details of which shall be agreed between the parties; and
- (c) the cost of such a programme shall be borne by the Employer, while responsibility for its implementation shall lie with the Consultant.

15(2) All correspondence from the Consultant to Employer shall be addressed:

Project Director

.....
.....
.....
.....

Correspondence to the Ministry of Works and Infrastructure from the Consultant may be acknowledged by the Permanent Secretary or one of his/her duly authorized officers.

16. OBLIGATIONS OF THE EMPLOYER

- 16(1)** The Employer shall provide all information pertaining to the Services upon request by the Consultant in a timely manner so as not to delay the Services.
- 16(2)** On all matters properly referred to him in writing by the Consultant, the Employer shall give his decision in writing in a timely manner so as not to delay the Services.
- 16(3)** In the country of the Project and in respect of the Consultant, his personnel and dependents as the case may be, the Employer shall make all reasonable efforts to assist, should difficulties arise in:
 - (a) the provision of documents necessary for entry, residence, work and exit;
 - (b) providing unobstructed access wherever it is required for the Services;
 - (c) import, export and customs clearance of personnel effects and of goods required for the Services;
 - (d) their repatriation in emergencies as approved by the Employer;
 - (e) providing access to other organizations for collection of information which is to be obtained by the Consultant.

17. FAIRNESS AND GOOD FAITH

17(1) GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

17(2) OPERATION OF THE CONTRACT

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the parties hereby agree that it is their

intention that this Contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use all reasonable efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with clause 18 hereof.

18. SETTLEMENT OF DISPUTES

18(1) AMICABLE SETTLEMENT

The Parties shall use all reasonable efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

18(2) RIGHT TO ARBITRATION

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party to arbitration in accordance with the provisions of the Arbitration Ordinance of the Republic of Trinidad and Tobago Chapter 5:01 or any statutory modification/s thereof for the time being in force.

19. REPORTS

19(1) Reports shall be submitted as stated in the Terms of Reference

19(2) The Consultant will be required to submit twenty (20) copies of the monthly progress reports detailing the status of all ongoing services, as well as activities undertaken during the previous month as described in the Terms of Reference. These reports shall also include up to date schedules of services to be undertaken which must be approved by the Project Director.

19(3) The Consultant will be required to submit any other related reports that may be requested by the Project Director at no additional contract cost.

19(4) All reports and technical documents required herein, shall be prepared in consultation with the Project Director and all outgoing documents will be channelled through the Project Director.

19(5) The Consultant shall prepare a final report summarizing the achievements of the objectives of the consultancy for submission to the Project Director.

20. OWNERSHIP OF DATA

All notes, calculations, computer inputs and outputs, design drawings, records, reports, papers and any other technical data from whatever source in connection with the Services shall be the property of the Employer and shall be handed over to the Employer by the Consultant during, before or soon after completion of the Services under this Contract or on the sooner defeasance of the Contract. These data must be handed over to the Employer before final payments are made.

21. CARE AND DILIGENCE

The Consultant shall exercise all reasonable skill, care and diligence in discharge of its duties under this Contract. The Consultant, its staff, employees and Supporting Consultants shall respect, comply with and adhere to the laws and customs of the Republic of Trinidad and Tobago and shall carry out all its responsibilities in accordance with professional standards.

22. ASSIGNMENT AND SUB-CONTRACTING

22(1) This Contract or any part thereof or any benefit or interest therein or thereunder shall not be assigned by the Consultant without the written consent of the Employer.

22(2) This Contract shall not be sub-contracted either in whole or in part without the written consent of the Employer and such consent if given shall not relieve the Consultants from any liabilities or obligations under the terms of this Contract.

23. ACCOUNTING, INSPECTION AND AUDITING

23(1) The Consultant shall keep accurate and systematic records and accounts of all supplies and services in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and shall make them available for inspection, checking and auditing by duly authorized Employer's representatives.

23(2) The Consultant further agrees that all of the above records shall be kept open for at least five (5) years for checking and auditing by duly authorized Employer's representatives.

24. OWNERSHIP OF INSTRUMENTS ETC.

24(1) On substantial completion of the Services or as determined by the Employer, the Consultant agrees to promptly hand over to the Employer in proper working condition and order, all instruments, machinery items of furniture any other non-consumable items and all other consumable items (including all literature, manuals, manufacturers' data, keys etc.) which may have been purchased with funds made available by the Employer for use in the Services.

24(2) All such purchases of instruments, machinery, etc. shall be selected in consultation with the Employer and shall be deemed to be the property of the Employer from the date of purchase. The Consultant agrees to replace and/or repair any of the above equipment that are damaged or lost while in their possession provided such damage and loss is beyond reasonable wear and tear.

25. LIABILITY OF THE CONSULTANT

25(1) The Consultant shall be fully liable under Clause 21 for any negligent errors or omissions it may make in the selection and use of documentation. The Consultant shall not be liable for any error or omission in data supplied by the Employer or obtained with the Employer's agreement, unless the Consultant could reasonably be expected to have noticed them.

25(2) Interim approval given by the Employer at various stages of the Services with regard to the conformity of the Services provided with the provisions of the contract shall not have the effect of relieving the Consultant of liability for any part of the Services under this Contract.

25(3) In the event of a breach of Clause 21 by the Consultant the latter shall bear the cost of modifications or corrections to documents and plans drawn up under its direction. The Consultant shall also bear the costs of modifying reports in order to meet the Terms of Reference and to respond to comments by the Employer.

26. INDEMNITY

26(1) The Consultant shall defend, indemnify, protect and save harmless the Employer and its agent, servants and employees from and against any and all suits, claims, demands and damages of whatsoever kind or nature arising out of any negligent act, error or omission of the firm engaged, its agents, servants and employees in the performance of professional services under this Contract, including but not limited to expenditures for and costs of investigations, hiring of experts, witnesses, court costs, counsel fees, settlements, judgments or otherwise.

26(2) The Consultant shall reimburse the Employer for reasonable costs incurred by it to correct, modify or redesign (i) any plans or specifications submitted by the Consultant that are found to be defective or not in accordance with the provisions of this Contract and (ii) all work resulting from and related to such plans or specifications submitted by the Consultant as are found to be defective or not in accordance with the provisions of this Contract.

26(3) The Consultant shall place with the Employer an insurance for professional malpractice and/or professional liability insurance of the types necessary to protect it from any liability arising under the foregoing provisions paragraphs 26(1) and 26(2) above) and specifically providing for coverage of the Employer as a named insured identical to the terms and requirements of the foregoing provisions (*paragraphs 26(1) and 26(2) above*). Said insurance shall be in the minimum amount of ten percent (10%) of the Consultant's fees and shall be maintained in force by the Consultant from the date of this contract until a date at least five (5) year following the actual completion and acceptance of the Services by the Employer.

26(4) The Consultant shall provide the Employer with evidence of the Consultant's insurance in accordance with the foregoing provisions. Such evidence of insurance shall include the obligations of the Consultant assumed under the indemnity provisions of this Contract and shall provide for sixty (60) days' notice in writing to the Employer prior to any cancellation, expiration or non-renewal.

26(5) In the event that the Consultant provided evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which Consultant is required by the terms of this Contract to maintain insurance, said certificates shall be acceptable, but the Consultant shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Employer is continuously in possession of evidence of the Consultant's insurance in accordance with the foregoing provisions. In the event that the Consultant fails or refuses to unreasonably renew its insurance policies and/or to provide new certificates, the Consultant shall reimburse the Employer for the expense thereby incurred by the Employer.

26(6) The Employer shall as soon as practicable after a claim has been made against it give written notice thereof to the claim. If a suit is brought against the Employer, the Employer shall immediately forward to the Consultant every demand, complaint, notice, summons, pleading or other process received by it or its representative.

27. TAXES AND DUTIES

27(1) The Local Consultant and his personnel shall pay all taxes, duties, fees, levies and other impositions levied in accordance with the tax laws of Trinidad and Tobago.

27(2) The Foreign Consultant shall be exempted from all income taxes (individual and corporate) in respect of any payments made to them in connection with the provision of their services. The Value Added Tax chargeable for the provision of services by the foreign Consultants shall be exempted.

27(3) Equipment, materials and supplies as well as personal and household effects brought into the country for use by the foreign Consultant and their personnel in carrying out the services shall be exempt from Value Added Tax, Import Duty and Stamp Duty on condition that such equipment and household effects are exported at the end of the contract period or in the case of equipment, materials and supplies where such remains the possession of the Employer.

28. CURRENCY OF PAYMENT

Payments to the Consultant of the foreign component of fees and reimbursable expenses shall be denominated in United States of America dollars (USD) and shall be paid directly to Payments of the local component of fees and reimbursable expenses will be denominated in Trinidad and Tobago currency and paid directly to the Consultant, provided that at least fifty percent (50%) of the total Contract Price shall be paid in local currency.

29. MODE OF PAYMENTS

29(1) Payments to the Consultant for Services performed may include an initial payment of ten percent (10%) of the fees broken down as follows:

.....(T&TD.....)

.....(USD.....)

Repayment of this initial sum shall be in(...) equal instalments, to be deducted from subsequent billings.

29(2) Remuneration for the Personnel shall be determined on the basis of time actually spent by the personnel in the performance of the Services (including time for necessary travel via the most direct route) at the rates specified in respect of such Personnel, and in accordance with the Financial Proposal subject to the following conditions detailed in the paragraphs below.

29(3) The equivalent of ten percent (10%) of the amount of fees billed, will be withheld from each payment to establish a performance guarantee to ensure proper execution of the Services. The funds will be returned upon approval of the final project report.

- 29(4)** It is understood that the remuneration rates shall cover:
- (a) Such salaries and allowances as the Consultants shall have agreed to pay to the personnel as well as factors for social charges and overhead based on the Consultant's average costs, as represented by the financial statements of the Consultant's latest three (3) fiscal years
 - (b) The cost of backstopping by home office staff not included in the Personnel listed in the proposal
 - (c) The Consultant's fee
- 29(5)** Bonuses or other means of profit-sharing shall not be allowed as an element of overhead.
- 29(6)** That any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Employer, once the applicable salaries and allowances are known.
- 29(7)** Remuneration for periods of less than one (1) month or for parts of a month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one (1) hour being equivalent to 1/150th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month)
- 29(8)** The remuneration rates have been agreed upon based on the representations made by the Consultant during the negotiation of this Contract with respect to the Consultant's costs and charges referred to in sub-paragraph (1) of this Clause as such representations are evidenced (i) by the **Form 2 - "Breakdown of Fixed Rates by Consultant"** and (ii) by the **Form 3 - "Fees and Manpower Schedule,"** which were submitted by the Consultant to the Employer during such negotiation. Should these representations be found by the Employer either through inspections or audits pursuant to Clause 23 hereof or through other means to be materially incomplete or inaccurate, the Employer shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations.

Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Employer before any such modification, (i) the Employer shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or (ii) if there are no further payments to be made by the Employer to the consultant, the Consultant shall reimburse to the Employer any excess payment within thirty (3) days of receipt of a written claim of the Employer. Any such claim by the Client for reimbursement must be made within **twelve (12) calendar months** after receipt by the Employer of a final report and final statement approved by the Employer.

- 29(9)** Reimbursable expenditures shall consist of the types of expenditures actually and reasonably incurred by the Consultant in the performance of the Services, subject to the prior authorization in writing by the Employer.

29(10) Payments for reimbursable expenditures shall generally be based on the actual expenditure incurred by the Consultant as evidenced by copies of receipted invoices, vouchers and other appropriate supporting materials, except as otherwise agreed.

29(11) Payments of valid invoices properly presented by the Consultant shall be paid within **forty-five (45) days** of presentation, for both foreign and local currency.

Payments shall be made in accordance with the Terms of Reference and as specified in the Financial Proposal.

30. CONTINGENCY ALLOWANCE

The consulting firm should include a contingency allowance of ten percent (10%) in the proposal to provide for the cost of unforeseen additional work. The contingency allowance is for use at the Employer's discretion and can only be drawn upon by the firm with the agreement of the Employer.

31. EXTENSION OF PERIOD OF PERFORMANCE

31(1) The Consultant may request an extension to the period of performance if he is or will be delayed in completing the design portion of the Contract by any of the following causes:

- (a) extra or additional services ordered by the Employer;
- (b) administrative orders affecting the date of completion other than those arising from the Consultant's default;
- (c) failure of the Employer to fulfill his obligations under the Contract;
- (d) any suspension of the Services which is not due to the Consultant's default;
- (e) force majeure;
- (f) any other causes of delay referred to in the General Conditions which are not due to the Consultant's default.

31(2) The Consultant shall, within **ten (10) days** of becoming aware that delay may occur, notify the Employer of his intention to make a request for extension of the period of performance to which he considers himself entitled and shall within **fifteen (15) days** thereafter, except where otherwise agreed between the Consultant and Employer, deliver to the Employer full and detailed particulars of the request, in order that such request may be investigated at the time.

31(3) The Employer shall, by written notice to the Consultant (after due consultation with the Consultant where appropriate), grant such an extension of the period of performance as may be justified, either prospectively or retrospectively or inform the Consultant that he is not entitled to an extension.

32 DELAYS IN PERFORMANCE

32(1) If the Consultant does not perform the Services within the period of performance specified in the Contract, the Employer shall, without formal notice and without prejudice to his other remedies under the Contract, be entitled to Liquidated Damages for every day, or part thereof, which shall elapse between the end of the period specified for performance or

extended period of performance and the actual date of completion, at the rate and up to the maximum amount specified in Clause 32(2) below.

- 32(2)** The liquidated damages per day of delay shall be set at 0.1% of the contract price of the contract, but shall be limited to 25% of the total contract price for design services.
- 32(3)** The Consultant shall not be liable for Liquidated Damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the Contract is the result of an event of force majeure. The Employer shall similarly not be liable to payment of interest on delayed payments, for non-performance or for termination by the Consultant for default, if, and to the extent that, the Employer's delay or other failure to perform its obligations for force majeure.
- 32(4)** If the Employer has become entitled to the maximum claim under Clause 32(2) he may after giving notice to the Consultant:
 - (a) terminate the Contract; and
 - (b) complete the Services at the Consultant's cost.

**DRAFT FORM
OF
AGREEMENT**

4 - DRAFT FORM OF AGREEMENT

REPUBLIC OF TRINIDAD AND TOBAGO

This Agreement was prepared by me

Attorney-at-Law

THIS AGREEMENT (hereinafter together with all Appendices attached hereto and forming an integral part hereto called the "Contract") is made theday of in the Year of Our Lord Two Thousand and Twelve Between..... PERMANENT SECRETARY, in the MINISTRY OF WORKS AND INFRASTRUCTURE acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago (which expression shall mean and include the person or persons for the time being carrying on the duties of Permanent Secretary in the said Ministry and hereinafter referred to as "the Employer") of the One part and..... a Company registered in and having its registered office at, (hereinafter together referred to as "the Consultant") of the Other Part.

(a) WHEREAS the Ministerial Tenders Committee by a Letter of Invitation to Submit Proposals dated, 2012 hereto annexed and marked "A" invited the Consultant to submit Technical and Financial Proposals for the execution of the Consultancy Services.

AND WHEREAS the Employer is desirous of obtaining the supply of Consultancy Services described in the Terms of Reference included in the document annexed hereto and marked "B" (hereinafter referred to as "the Consultancy Services") to provide Consultancy Services for the Development of a Highways Information System for the Highways Division, Ministry of Works and Infrastructure. This Consultancy Service is being financed by the Government of the Republic of Trinidad and Tobago.

(b) AND WHEREAS the Consultancy Services are to be performed in accordance with the Terms of Reference hereto annexed and marked "B" and with the General Conditions of Contract hereto annexed and marked "C".

- (c) WHEREAS the Employer by letter dated, 2012 supplied the Consultant with the Minutes of the Pre-Proposal Meeting that was held on, 2012 (hereto annexed and marked "D").
- (d) AND WHEREAS by letter dated, 2012 the Consultant submitted a Technical Proposal (hereinafter referred to as "the Initial Technical Proposal") for the carrying out of the Consultancy Services and by separate letter also dated, 2012 submitted a Financial Proposal (hereinafter called "the Initial Financial Proposal") representing its charges for executing the same. The Initial Technical Proposal and the Initial Financial Proposal are hereto annexed and marked "E" and "F" respectively.
- (e) By subsequent letters both dated, 2012 the Consultant submitted an addendum to the Initial Technical Proposal (hereinafter referred to as "the Addendum to the Technical Proposal") and a revised Financial Proposal (hereinafter referred to as "the Revised Financial Proposal") which Addendum and Revised Financial Proposal are hereto annexed and marked "G" and "H" respectively.
- (f) AND WHEREAS the Ministerial Tenders Committee by letter dated..... 2012 (hereto annexed and marked "I") informed the Consultant that it was awarded the Contract to provide the Consultancy Services in accordance with the Initial Technical Proposal and the Addendum to the Technical Proposal and for the fee as outlined in the Revised Financial Proposal that is to say for a sum of
.....
..... Trinidad and Tobago Dollars
and the sum of
.....
.....
..... United States Dollar
.....

NOW IT IS HEREBY AGREED as follows: -

1. In this Agreement words and expressions shall have the same meaning as are assigned to them in the Contract Documents herein.
The Employer HEREBY APPOINTS the Consultant and the Consultant HEREBY ACCEPTS THE APPOINTMENT to act as Consultant to the Employer to provide Consultancy Services for the Ministry of Works and Infrastructure in accordance with the terms of the Initial Technical Proposal, the Addendum, the Terms of Reference and the General Conditions of Contract hereinbefore referred to.

2. In consideration of the premises, IT IS HEREBY AGREED between the parties hereto that the Consultant shall carry out and complete the said Services in conformity with the Provisions of this Contract, and the Employer shall make payment in the sum of Trinidad and Tobago Dollars and the sum of United States Dollars in accordance with the terms outlined in the General Conditions of Contract and the Revised Financial Proposal herein.

3. The following documents shall comprise the Contract Documents and shall be deemed to form and be read and construed as part of this Contract viz: -
 - (i) The invitation to submit proposals dated, 2012 hereto annexed and marked "A".
 - (ii) The Terms of Reference hereto annexed and marked "B".
 - (iii) The General Conditions of Contract hereto annexed and marked "C".
 - (iv) The Minutes of the Pre-Proposal Meeting dated, 2012 hereto annexed and marked "D".
 - (v) The Initial Technical Proposal dated, 2012 hereto annexed and marked "E".
 - (vi) The Initial Financial Proposal dated, 2012 hereto annexed and marked "F".
 - (vii) The Addendum to the Technical Proposal dated, 2012 hereto annexed and marked "G".
 - (viii) The Revised Financial Proposal dated, 2012 hereto annexed and marked "H".
 - (ix) The Letter of Award dated, 2012 hereto annexed and marked "I".

4. Should there be any conflict between this Contract and any other document heretofore listed this Contract will take precedence. Within this Contract the order of precedence shall be in accordance with the sequence listed as follows:
 - (i) The Addendum to the Technical Proposal dated, 2012 hereto annexed and marked "G".
 - (ii) The Initial Technical Proposal dated, 2012 hereto annexed and marked "E".
 - (iii) The Revised Financial Proposal dated, 2012 hereto annexed and marked "H".
 - (iv) The General Conditions of Contract hereto annexed and marked "C".
 - (v) The Terms of Reference hereto annexed and marked "B".
 - (vi) The Letter of Award dated, 2012 hereto annexed and marked "I".
 - (vii) The Initial Financial Proposal dated, 2012 hereto annexed and marked "F".

5. In the event that any of the contract provisions is declared invalid the remaining provisions shall not be affected and shall have full force and effect.

6. Payments to the Consultant for services identified in this Contract shall be made in the manner specified in the Payment Schedule outlined in the General Conditions of Contract and the Financial Proposal annexed hereto.

7. This Contract shall come into force and effect on the Day of, 2012.
8. The Consultant shall complete and deliver the Services within (.....) months of the commencement date of the Services or as agreed in writing between the parties.
9. It is understood that the opinions and recommendations of the Consultant shall not obligate the Employer represented by the Ministry of Works and Infrastructure who reserves the right to put forward such observations or exceptions as they deem appropriate.
10. Each of the parties warrants its power to enter into this Contract and has obtained all necessary approvals to do so.
11. Each party acknowledges that this Contract contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
12. No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
13. The Consultant for itself and its assigns and the Employer (but not so as to impose any personal liability on the Permanent Secretary, Ministry of Works and Infrastructure) mutually covenant that they will respectively perform and observe the several provisions of this Contract to be performed and observed by them respectively under this Contract.
15. The Permanent Secretary, Ministry of Works and Infrastructure shall not in any way be held personally liable for anything arising out of this Agreement.

IN WITNESS WHEREOF the PERMANENT SECRETARY, MINISTRY OF WORKS AND INFRASTRUCTURE for and on behalf of the Government of the Republic of Trinidad and Tobago

has hereunto set his hand the day of, 2012 and

..... for and on behalf of

.....

has hereunto set his hand theday of, 2012.

SIGNED by the within named)
Permanent Secretary, Ministry of Works and Infrastructure)
for and on behalf of the)
Government of the Republic of Trinidad)
and Tobago in the presence of:-)

SIGNED BY)
for and on behalf of.....)
.....)
in the presence of:)

APPENDIX 1 & 2

APPENDIX 1 - (FORMS FOR FINANCIAL PROPOSAL)

FORM 1 - SUMMARY OF COSTS

Consultancy Services for the Development of a Highways Information System

Consultant (Local):

Consultant (International):

Assignment:

Date:

SUMMARY OF COSTS

(inclusive of 10% contingency)

ITEM	DESCRIPTION	AMOUNT IN US\$	AMOUNT IN TT\$
FOREIGN COSTS US\$	FEES		
	REIMBURSABLES		
	SUB TOTAL 1		
LOCAL COSTS TT\$	FEES		
	REIMBURSABLES		
	SUB TOTAL 2		
	15% VAT		
	SUB TOTAL 3		
TOTAL PROJECT COST			

(Exchange Rate 1US\$ = TT\$)

APPENDIX 1 (ctd) - FORMS FOR FINANCIAL PROPOSAL

FORM 2 - BREAKDOWN OF FIXED RATES BY CONSULTANT

Consultancy Services for the Development of a Highways Information System

Consultant:

Assignment:

Country: REPUBLIC OF TRINIDAD AND TOBAGO

Date:

Breakdown of Fixed Rates by Consultant – INTERNATIONAL

We hereby confirm that we have agreed to pay to staff members listed, who will be involved in this assignment, the salary cost indicated below:

Name	Position	1 Basic Salary Per Month US\$	2 Vacation & Sick Leave US\$	3 Salary Cost US\$ Sub Total 1+2	4 Overhead US\$	5 Agreed Fixed Rate US\$ 3+4	6 Agreed Fixed Rate (% of 3)

.....
Principal's Signature

Date:

Name:

Title:

Company Stamp & Seal

APPENDIX 1 (ctd) - FORMS FOR FINANCIAL PROPOSAL

FORM 2 - BREAKDOWN OF FIXED RATES BY CONSULTANT

Consultancy Services for the Development of a Highways Information System

Consultant:

Assignment:

Country: REPUBLIC OF TRINIDAD AND TOBAGO

Date:

Breakdown of Fixed Rates by Consultant – **LOCAL**

We hereby confirm that we have agreed to pay to staff members listed, who will be involved in this assignment, the salary cost indicated below:

Name	Position	1 Basic Salary Per Month TT\$	2 Vacation & Sick Leave TT\$	3 Salary Cost TT\$ Sub Total 1+2	4 Overhead TT\$	5 Agreed Fixed Rate TT\$ 3+4	6 Agreed Fixed Rate (% of 3)

Note: All values quoted are exclusive of Value Added Tax

.....
Principal's Signature

Date:

Name:

Title:

Company Stamp & Seal

APPENDIX 1 (ctd) - FORMS FOR FINANCIAL PROPOSAL

FORM 3 – FEES and MANPOWER SCHEDULE

Consultancy Services for the Development of a Highways Information System

Consultant:

Assignment:

Country: REPUBLIC OF TRINIDAD AND TOBAGO

Date:

Fees and Manpower Schedule - **INTERNATIONAL**

Name	Position	Rate Per Man Month US\$	Total Man Months	Cost US\$
<u>TOTAL</u>				
<u>TOTAL + 10% CONTINGENCY</u>				

APPENDIX 1 (ctd) - FORMS FOR FINANCIAL PROPOSAL

FORM 3 – FEES and MANPOWER SCHEDULE

Consultancy Services for the Development of a Highways Information System

Consultant:

Assignment:

Country: REPUBLIC OF TRINIDAD AND TOBAGO

Date:

Fees and Manpower Schedule - **LOCAL**

Name	Position	Rate Per Man Month TT\$	Total Man Months	Cost TT\$
<u>TOTAL</u>				
<u>TOTAL + 10% CONTINGENCY</u>				

APPENDIX 1 (ctd) - FORMS FOR FINANCIAL PROPOSAL

FORM 4 - REIMBURSABLES

Consultancy Services for the Development of a Highways Information System

Consultant:

Assignment:

Country: REPUBLIC OF TRINIDAD AND TOBAGO

Date:

Reimbursables: **FORIEGN CURRENCY**

Item	Description	Quantity	Unit	Rate - US\$	Amount – US\$
TOTAL					
TOTAL + 10% Contingency					

APPENDIX 1 (ctd) - FORMS FOR FINANCIAL PROPOSAL

FORM 4 - REIMBURSABLES

Consultancy Services for the Development of a Highways Information System

Consultant:

Assignment:

Country: REPUBLIC OF TRINIDAD AND TOBAGO

Date:

Reimbursables: **LOCAL CURRENCY**

Item	Description	Quantity	Unit	Rate - TT\$	Amount – TT\$
1	Training	1	P.S.	-	\$20,000.00
2	Equipment/software	1	P.S.	-	\$10,000.00
	Consultant's overhead charges (percentage of provisional sum)		Percentage (%) of P.S.	-	
TOTAL					
TOTAL + 10% Contingency					

APPENDIX 2

COMPENSATION FORMULA FOR PROFESSIONAL SERVICES FIRMS

The fees paid by the Government of the Republic of Trinidad & Tobago (GORTT) for professional services firms are generally calculated as follows: direct salary cost plus "overhead" plus direct non-salary expenses plus an amount for contingencies as stipulated on forms supplied.

Salary cost is defined as the cost of salaries (including sick leave, annual leave and vacation if applicable) paid to staff working directly on the project. Salaries of partners or principals can be included to the extent that they perform technical or advisory services directly to the project.

The overhead, which is applied to salary cost, is a factor, which compensates the firm for general or administrative expenses, benefits to employees plus a margin for profit

It includes or makes allowance for the following items-

- (a) Provisions for office, light, heat and similar items for working space, drafting equipment and other instruments and other supplies not identifiable to specific projects.
- (b) Taxes other than those included as salary costs.
- (c) Library and other periodic expenses and other means of keeping up to date on advances in technology in the recognized areas of expertise.
- (d) Executive, administrative, accounting, legal and clerical salaries and expenses other than identifiable salaries included in the salary costs plus salaries or imputed salaries of partners and principals, to the extent they perform general executive and administrative services as distinguished from services directly applicable to particular projects.
- (e) Business promotion expenses, including salaries of principals and salary cost of other employees so engaged.
- (f) Provision for loss of productive time of technical employees between assignments and for time of principals and employees on public interest assignments.
- (g) All expenses related to the hiring and termination of firms and dependents such as tickets for dependents, transportation of household goods, storage, medical examinations, passport fees, visas, airport taxes, excess baggage and airfreight.
- (h) Other compensation benefits normally paid for the services of a firm such as installation, post adjustment, insurances, etc.
- (i) Gross profit before taxes.

Reimbursable expenses include business expenses directly and solely attributable to the assignment such as:

- (a) International and local travel during the execution of a project, including tickets per diem, excess baggage and miscellaneous expenses such as taxis and airport taxes.
- (b) Services directly applicable to work, such as, computer rental and programming costs, laboratory charges and other charges not applicable to general overhead.
- (c) Identifiable drafting supplies, equipment and other expenses charged directly to the project.
- (d) Identifiable reproduction costs such as blueprinting, photocopying, printing, etc.

