

TABLE OF CONTENTS

A. Introduction	
1. General	3
2. Cost of Proposal	3
3. Eligibility Criteria	3
B. Solicitation Document	
4. Content of Solicitation Document	4
5. Clarification of Solicitation Documents	5
6. Amendments of Solicitation Documents	5
C. Preparation of Proposals	
7. Language of the Proposal	5
8. Documents Comprising the Proposal	5
9. Proposal Form	6
10. Proposal Prices	7
11. Proposal Currencies	7
12. Period of Validity of Proposals	7
13. Format and Signing of Proposals	7
14. Payment	7
D. Submission of Proposals	
15. Sealing and Marking of Proposals	8
16. Deadline for Submission of Proposals	8
17. Late Proposals	9
18. Modification, Substitution or Withdrawal of Proposals	9
E. Opening and Evaluation of Proposals	
19. Opening of Proposals	9
20. Clarification of Proposals	10
21. Preliminary Examination	10
22. Evaluation and Comparison of Proposals	10
F. Award of Contract	
23. Criteria for the Award of Contract	14
24. Purchaser's Right to Vary Requirements at Time of Award	14
25. Signing of the Contract	15
26. Performance and Proposal Security	15
Annex II General Conditions of Contract	16
Annex III Terms of Reference	23
Annex IV Proposal Submission Form	27
Annex V Price Schedule	28
Annex VI Performance Security Form	29
Annex VII Proposal Security Form	30
Annex VIII Eligible Countries	31

GOVERNMENT OF JAMAICA



Ministry of Justice

July 25, 2008

Request for Proposal (RFP)

Dear Sir/Madam,

Subject: **RFP to develop the Framework for the Establishment and Implementation of Community Justice Tribunals (CJT) in Jamaica.**

1. You are requested to submit a proposal for the development of a framework for the establishment of Community Justice Tribunals, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- | | | | |
|-------|--------------------------------|-------|--------------|
| i. | Instruction to Offerors | _____ | (Annex I) |
| ii. | General Conditions of Contract | _____ | (Annex II) |
| iii. | Terms of Reference (TOR) | _____ | (Annex III) |
| iv. | Proposal Submission Form | _____ | (Annex IV) |
| v. | Price Schedule | _____ | (Annex V) |
| vi. | Performance Security Form | _____ | (Annex VI) |
| vii. | Proposal Security Form | _____ | (Annex VII) |
| viii. | Eligible Countries | _____ | (Annex VIII) |

3. Your offer comprising of a technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than: **October 31, 2008 at 3:00 PM (Jamaica Time)**

Attention: **Mrs. Carol Palmer**
The Permanent Secretary
Address: **Ministry of Justice**
11th Floor
NCB Towers (South)
Kingston 5, Jamaica
Telephone: **+1 (876) 906-2404/920-2887**
Fax: **+1 (876) 906-1712**
E-mail: restorejamaica@gmail.com

A. Introduction

1. General

1.1 The purpose of this Request for Proposal is to receive applications from interested and suitably qualified Offerors to develop the framework for the establishment and implementation of Community Justice Tribunals (CJTs) in Jamaica.

2. Cost of proposal

2.1 The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the Ministry of Justice will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

3. Eligible Bidders

3.1 A Bidder may be a natural person, private entity, government owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium or association. In the case of a joint venture, consortium or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.

3.2 A Bidder shall have the nationality of an eligible country, in accordance with Annex VIII, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if it meets the following criteria:

- a. for a natural person, if the Bidder is a citizen of an eligible country; or has established his domicile in an eligible country as a “bona fide” resident and is legally entitled to work there (as other than an international civil servant);
- b. for a private entity or firm, if the Bidder is constituted, incorporated, or registered in an eligible country and operates in conformity with the provisions of the laws of that country; and provided that more than 50% of the firm’s capital must be owned by natural persons or firms from eligible countries, in accordance with the definitions above.

3.3 These criteria shall also apply to all parties comprising the Bidder and to firms proposed as Subcontractors or Suppliers, for any part of the Contract including Related Services

- 3.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- c. have controlling shareholders in common; or
 - d. receive or have received any direct or indirect subsidy from any of them; or
 - e. have the same legal representative for purposes of this bid; or
 - f. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - g. submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid, or as Bidders and subcontractors simultaneously; or
 - h. participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid
- 3.5 A firm that is under a declaration of ineligibility in accordance with Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 3.6 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 3.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request

B. Solicitation Documents

4. Contents of solicitation documents
- 4.1 Proposal must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

5. Clarification of solicitation documents

5.1 A prospective Offeror requiring any clarification of the Solicitation Documents may notify the Ministry of Justice in writing at the mailing address or by fax to the number indicated, or by email to the email address indicated in the RFP no later than two weeks prior to the scheduled closing of the submission of proposals. The Ministry of Justice will respond in writing to any request for clarification of the Solicitation Documents that it receives during that time. Written copies of the Ministry of Justice's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors who have received the Solicitation Documents.

6. Amendments of solicitation documents

6.1 At any time prior to the deadline for submission of Proposals, the Ministry of Justice may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

6.2 All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

6.3 In order to afford prospective Offerors a reasonable time in which to take the amendments into account in preparing their offers, the Ministry of Justice may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

7. Language of the proposal

7.1 The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the Ministry of Justice shall be written in English.

8. Documents comprising the proposal

8.1 The Proposal shall comprise the following components:

a. Proposal submission form

b. Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;

c. Price schedule, completed in accordance with clauses 9 and 10;

9. Proposal form

9.1 The Offeror shall structure the operational and technical part of the Proposal as follows:

a. Management Plan

- i. This section should provide a corporate orientation to include the year and country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.
- ii. This section should also describe the organizational unit(s) that will be responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any dealing with the Ministry of Justice.

b. Resource plan

- i. This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capacity/facilities and any plan for their expansion.

c. Proposed methodology

- i. This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point, providing a detailed description how the proposed methodology meets or exceeds the specification.
- ii. The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.
- iii. It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

- iv. Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

- 10.1 The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the price for the services he proposes to supply under the contract.

11. Proposal currencies

- 11.1 Price shall be quoted in Jamaican dollars for local consultants and US dollars for International Tenders.

12. Period of validity of proposals

- 12.1 Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the Ministry of Justice, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the Ministry of Justice on the grounds that it is non-responsive.
- 12.2 In exceptional circumstances, the Ministry of Justice may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify their Proposal.

13. Format and signing of proposals

- 13.1 The Offeror shall prepare two copies of the Proposal, clearly marking each "**Original Proposal**" and "**Copy of Proposal**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 13.2 The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.
- 13.3 A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

14. Payment

- 14.1 The Ministry of Justice shall effect payments to the Contractor after acceptance by the Ministry of Justice of the invoices submitted by the contractor, upon achievement of the corresponding milestones as set out in the Financial Proposal.

D. Submission of Proposals

15. Sealing and Marking of Proposals

15.1 The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

a. The outer envelope shall be addressed to:

Attention **Mrs. Carol Palmer**

Subject: "RFP: Development of Framework for the Establishment and Implementation of Community Justice Tribunals (CJT) in Jamaica."

Address **Ministry of Justice
11th Floor
NCB Tower (South)
2 Oxford Road
Kingston 5, Jamaica**

b. Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the specified in Clause 9 (Proposal form) above, with the copies duly marked "**Original**" and "**Copy**". The second inner envelope shall include the price schedule duly identified as such.

c. Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the Ministry of Justice, the Government of Jamaica and its subsidiary organs will not assume responsibility for the Proposal's misplacement or premature opening.

16. Deadline for submission of proposals

16.1 Proposals must be received by the Ministry of Justice in sealed and marked envelopes and at the address as specified under clause 15, Sealing and Marking of Proposals, no later than **OCTOBER 31, 2008, 3:00 PM** local time in Jamaica.

16.2 The Ministry of Justice may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause 6, Amendments of Solicitation Documents, in which case all rights and obligations of the Ministry of Justice and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposals

17.1 Any Proposal received by the Ministry of Justice after the deadline for submission of proposals, pursuant to clause Deadline for the submission of proposals, will be rejected.

18. Modification, Substitution or Withdrawal of Proposals

18.1 The Offeror may modify, substitute or withdraw his Proposal after the Proposal's submission, provided that a written notice of the withdrawal, substitution or modification, duly signed by an authorised representative and include a copy of the authorisation in accordance with the prescribed guidelines (except that withdrawal notices do not require copies), is received by the Ministry of Justice prior to the deadline prescribed for submission of Proposals.

18.2 The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION", "MODIFICATION"; and received by the purchaser prior to the deadline prescribed for the submission of proposals, in accordance with clause 16. The corresponding substitution or modification of the proposal must accompany the respective written notice. The withdrawal notice may be sent by telex or fax but must be followed by a signed confirmation copy.

18.3 No proposal may be modified subsequent to the deadline for submission of proposals.

18.4 Proposals requested to be withdrawn in accordance with 18.1 above, shall be returned unopened to the Offeror.

18.5 No Proposal may be withdrawn, substituted or modified in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form or any extension thereof.

E. Opening and Evaluation of Proposals

19. Opening of Proposals

19.1 The procuring entity under the Ministry of Justice will open the Proposals in the presence of a Committee formed by the Permanent Secretary of the Ministry of Justice

20. Clarification of Proposals

20.1 To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary Examination

21.1 The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

21.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, his Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

21.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

21.4 A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

22. Evaluation and Comparison of Proposals

22.1 A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

22.2 The technical proposal will be evaluated on the basis of its responsiveness to the Term of Reference (TOR).

22.3 In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the lowest tender price.

22.4 Table 22.4.1 outlines the **Technical Evaluation Criteria for Proposals:**

Table 22.4.1

Evaluation Forms		Score Weight	Points Obtainable	Offerors				
Summary of Technical Proposed Criteria				A	B	C	D	E
TOTAL EVALUATION CRITERIA		100%	1000					
1.	Expertise of Firm/Organization submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	50%	500					
3.	Personnel	20%	200					
TOTAL SCORE								

- a. Evaluation forms for technical proposal follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:
 - i. Form 1: Expertise of Firm/Organization Submitting Proposal
 - ii. Form 2: Proposed Work Plan and Approach
 - iii. Form 3: Personnel

Form 1		Points Obtainable	Offerors				
Technical Proposal Evaluation			A	B	C	D	E
1. EXPERTISE OF FIRM/ORGANIZATION		300					
1.1	Reputation of Organization and staff (Competence/Reliability)	40					
1.2	Relevant expertise/experience in Restorative Justice and Conflict Prevention particularly in the establishment of Community Justice Tribunals or similar institutions.	30					
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/organization, strength or project management support e.g. project financing capacity and project management controls)	40					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	20					
1.5	Quality assurance procedures warranty	20					
1.6	Relevance of: - Specialized Knowledge - Experienced on Similar Programme/ Projects - Experience on Projects in the Region - Work for governments and/or International institutions/agencies/ organizations	150					
TOTAL SCORE		300					
Form 2		Points Obtainable	Offerors				
Technical Proposal Evaluation			A	B	C	D	E
2. PROPOSED WORK PLAN & APPROACH		500					
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	30					
2.3	Are the different components of the projects adequately weighted relative to one another?	30					

2.4	Is the proposal based on an assessment or survey of the project environment and was this data input properly used in the preparation of the proposal?	60					
2.5	Is the conceptual framework adopted appropriate for the task?	100					
2.6	Is the scope of task well defined and does it correspond to the TOR?	150					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100					
	TOTAL SCORE	500					

Form 3		Points	Offerors				
Technical Proposal Evaluation		Obtainable					
PERSONNEL		200	A	B	C	D	E
3.1	Senior Expert/Advisor/Manager	100					
3.1.1	International Experience	20					
3.1.2	Expert Experience	30					
3.1.3	Professional Experience in the area of Specialization	40					
3.1.4	Knowledge of the region	5					
3.1.5	Language qualifications	5					
		Sub-Score					
3.2	Support Personnel	100					
3.2.1	International Experience	20					
3.2.2	Consultant Experience	30					
3.2.3	Professional Experience in the area of Specialization	40					
3.2.4	Knowledge of the region	5					
3.2.5	Language qualifications	5					
		Sub-Score					
TOTAL SCORE							

F. Award of Contract

23. Criteria for the Award of Contract

23.1 The Ministry of Justice reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award to contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

23.2 Prior to expiration of the period of the proposal's validity, the Ministry of Justice will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

24. Purchaser's Right to Vary Requirements at Time of Award

24.1 The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the Contract

25.1 Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to Purchaser.

26. Performance and Proposal Security

26.1 With the proposal, the Offeror shall provide proposal security on the Proposal Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of the Contract.

26.2 Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract. The Contract should be signed only after receipt of the performance security in the form of the bank guarantee or performance bond.

26.3 Failure of the successful Offeror to comply with the requirement of Clause 25 or Clause 26 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

General Conditions of Contract

1. LEGAL STATUS

1.1 The Contractor shall be considered as having the legal status of an independent contractor vis-a'-vis the Government of Jamaica/ Ministry of Justice. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the Ministry of Justice or any other organization, department and/or agency of the Government of Jamaica.

2. SOURCE OF INSTRUCTIONS

2.1 The Contractor shall neither seek nor accept instructions from any authority external to the Ministry of Justice in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect the Ministry of Justice and shall fulfil its commitments with the fullest regard to the interests of the Government of Jamaica and the Ministry of Justice.

3. CORRUPT PRACTICES

3.1 The Beneficiary requires that all suppliers, contractors, and consultants participating in this project, adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. The list of definitions set forth below involves the most common types of corrupt practices, but is not exhaustive. For this reason, claims of similar nature involving alleged acts of corruption will also be considered, in accordance with the established procedure.

- a. "Bribery" means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, selecting consultants, or executing contracts.
- b. "Extortion" or "Coercion" means the act of attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation.
- c. "Fraud" means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the Beneficiary or other participants.

- d. "Collusion" is an agreement between bidders designed to result in bids at artificial prices that are not competitive.
- 3.2 If, in accordance with the administrative procedures of the Ministry, it is demonstrated that a government official, or anyone acting on his or her behalf, and/or a Bidder in a procurement process or supplier/contractor during the execution of the contract carried out in connection with this project has committed corrupt practices, the Ministry of Justice will:
 - a. reject a proposal to award a contract in connection with the respective procurement process; and/or
 - b. declare a firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts with this Ministry
- 3.3 The Bidder shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the bidding process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The information must be included in the Bid Submission Sheet
- 3.4 The Supplier shall allow for inspections or audits to be conducted, of their accounting records and financial statements in connection with the contract.

4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

- 4.1 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

5. ASSIGNMENT

- 5.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Ministry of Justice.

6. SUB-CONTRACTING

- 6.1 In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the

Ministry of Justice. A sub-contractor shall not relieve the Contractor of any of the obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

7. OFFICIAL NOT TO BENEFIT

- 7.1 The Contractor warrants that no official of the Ministry of Justice and the Government of Jamaica has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

8. INDEMNIFICATION

- 8.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the Ministry of Justice and the Government of Jamaica, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 9.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 9.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 9.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

- 9.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- a. Name the Ministry of Justice as additional insured;
 - b. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Ministry of Justice;
 - c. Provide that the Ministry of Justice shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 9.5 The Contractor shall, upon request, provide the Ministry of Justice with satisfactory evidence of the insurance required under this Article.

10. ENCUMBRANCES/LIENS

- 10.1 The Contractor shall not cause or permit any lien, attached or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Ministry of Justice against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

11. TITLE OF EQUIPMENT

- 11.1 Title to any equipment and supplies that may be furnished by the Ministry of Justice shall rest with the Ministry of Justice and any such equipment shall be returned to the Ministry of Justice at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to Ministry of Justice, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the Ministry of Justice for equipment determined to be damaged or degraded beyond normal wear and tear.

12. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

- 12.1 The Ministry of Justice shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of execution of this Contract. At the Ministry of Justice's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to Ministry of Justice in compliance with the requirements of the applicable law.

13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE GOVERNMENT OF JAMAICA OR THE MINISTRY OF JUSTICE

13.1 The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the Government of Jamaica or the Ministry of Justice, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the Ministry of Justice or any other subsidiary organ of the Government of Jamaica in connection with its business or otherwise.

14. CONFIDENTIAL NOTICE OF DOCUMENTS AND INFORMATION

14.1 All maps, drawing, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of the Ministry of Justice, shall be treated as confidential and shall be delivered only to authorized officials of the Ministry of Justice on completion of work under this Contract.

14.2 The Contractor may not communicate at any time to *any* other person, international agency or institution, foreign government, private business, any other entity or authority external to the Government of Jamaica's Ministry of Justice which has not been made public except with the authorization of the Ministry of Justice; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

15.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

15.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Ministry of Justice, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the Ministry of Justice of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, the Ministry of Justice shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligation under this Contract.

15.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibility

under this Contract, the Ministry of Justice shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16. "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16. TERMINATION

- 16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 17 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 16.2 The Ministry of Justice reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case the Ministry of Justice shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 16.3 In the event of any termination by the Ministry of Justice under this Article, no payment shall be due from the Ministry of Justice to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 16.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the Ministry of Justice may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform the Ministry of Justice of the occurrence of any of the above events.

17. SETTLEMENT OF DISPUTES

17.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the arbitration and reconciliation bodies, rules and regulations of the Government of Jamaica, or according to such other procedure as may be agreed between the parties.

17.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceeding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the Rules and Regulations of the Government of Jamaica then obtaining, including its provisions on applicable law. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

18. PRIVILEGES AND IMMUNITIES

18.1 Nothing in or relating to this Contract shall be deemed a waiver, expressed or implied, of any of the privileges and immunities provided by the Government of Jamaica, including its subsidiary organs.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle the Ministry of Justice to terminate this Contract immediately upon notice to the Contractor, at no cost to the Ministry of Justice.

20. OBSERVANCE OF THE LAW

20.1 The Contractor shall comply with all laws, ordinances, rules, and or regulations of the Government of Jamaica bearing upon the performance of its obligations under the terms of this Contract.

21. AUTHORITY TO MODIFY

21.1 No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against the Ministry of Justice unless provided by an amendment to this Contract signed by the authorized official of the Government of Jamaica.

1. BACKGROUND:

- 1.1 In partnership with all other stakeholders, the Ministry of Justice (hereafter to referred to as 'the Ministry' and/or 'the MOJ') is mandated to ensure that Jamaica is a just and law-abiding society with an accessible, efficient and fair system of justice for all to promote respect for rights and freedoms, the Law and the Constitution; and, to promote an awareness of individual responsibilities and civil obligations.
- 1.2 In 2004, Cabinet mandated the development of a Restorative Justice (RJ) program for Jamaica as it is recognized that a new strategy is required to better connect citizens to the justice system, restore respect and to transform the relationship within and between communities and between the state and its citizens. In this context, the MOJ system is determined to respond and to maintain relevance through appropriate reforms in face of the changing paradigm as it strives to improve the social and business climate of Jamaica through a strong multifaceted justice system with a human face. Linked with this is the Government's intention to establish Community Justice Tribunals to be handled by Justices of the Peace or other legitimate community leaders who will help citizens to resolve disputes that do not involve criminal offences. This new regime contemplates that matters are heard with the consent of the disputing parties and agreed settlements enforceable by the Courts.
- 1.3.1 In 2005, the Ministry of Justice initiated a "Restorative Justice Programme (RJP)" through support from the Canadian International Development Agency (CIDA). The RJP outlined three main phases of activities, as follows:
- 1.3.2. **Phase I:** Conducted a study tour to enable a large group of stakeholders /partners to improve their awareness, knowledge and skills in Restorative Justice, through interactions with counterparts and practitioners of Restorative Justice in Canada.
- 1.3.3. **Phase II:** Engaged a team of Canadian Consultants whose output included a set of recommendations for the strategic implementation of the Restorative Justice Programme.

- 1.3.4. **Phase III:** The MOJ will undertake training interventions to facilitate technology transfer to key personnel assist in building an adequate resource base to undertake the implementation of restorative justice and conflict prevention methodologies and practices across Jamaica.
- 1.4. Phase I of the RJP was successfully implemented, as a Restorative Justice tour took place in Ottawa, from the 10th to 21st of November 2005. The Study Tour participants were drawn from several Faith-based organizations, NGOs, the Jamaica Constabulary Force and the Ministry of Justice. Over the 10-day period, the group participated in a wide range of activities and programmes pertaining to Restorative Justice, through presentations that were made by leading practitioners and experts in the field.
- 1.5 The MOJ initiated the implementation of activities associated with Phase II of the RJP, Through a Preparatory Assistance (PA) Project, titled "Technical Support on Restorative Justice" developed in partnership with the United Nations Development Programme (UNDP) in November 2006. In January 2007, an interim UNDP Chief Technical Advisor was seconded to the MOJ, given the primacy for developing and implementing a national RJ policy and programme (as mandated by Cabinet). As part of this PA project, a series of workshops were implemented to sensitize MOJ staff on Restorative Justice, during November-December 2006. Through co-financing by UNDP and CIDA, Jamaica's First International Conference on Restorative Justice was launched at the Northern Caribbean University from the 5th to 8th February 2007. A second International Conference on Restorative Justice was held in Kingston on February 7th and 8th, 2008. UNDP identified two Canadian experts, who were sub-contracted to support the MOJ in the research, design and formulation of a 'National Policy on Restorative Justice'. These expert consultants comprising the Policy Formulation Mission Team initiated the research and consultations phase of the policy formulation process as at 23rd April 2007. In May 2008, the Restorative Justice Formulation Team delivered its final report "*Toward a Strategic Framework for Restorative Justice in Jamaica*" to the Ministry of Justice.
- 1.6 The implementation of Restorative Justice Interventions in at least four communities across the island through collaboration with other agencies and faith-based organisations will be undertaken in association with the national "Fresh Start" programme. The communities proposed are Granville in St. James, May Pen, Clarendon

and the Spanish Town, St. Catherine that already have a Peace and Justice Centre, and one other community to be selected. These three communities that already have Peace and Justice Centres will be used to facilitate the establishment of the Community Justice Tribunals in these areas. The expansion of the role of Justice of the Peace to serve on these Tribunals is contemplated and they will receive special training in Restorative Justice Practices and Mediation. The legislative framework for the establishment of these Tribunals is being explored by the Ministry.

2. OBJECTIVE(S):

- 2.1 The primary objective is to develop the framework for the establishment of Community Justice Tribunals (CTJs) and to establish them in selected communities in Jamaica.

3. EXPECTED OUTCOMES:

- 3.1 Citizens are able to apply Restorative Justice principles and practices in the reduction of community conflict thereby contributing to the reduction of the number of murders and violent crimes and the number of at-risk youth, young offenders, adolescents and young adult males who are incarcerated.

4. EXPECTED RESULTS:

- 4.1 Establishment of at least four Community Justice Tribunals in selected communities in Jamaica in keeping with the framework for Community Justice Tribunals developed. The key beneficiaries of this intervention are relevant public officials, civil servants, public service providers, security service officers, private sector entities, educators faith based organizations Justices of the Peace, and community leaders. The Offeror is expected to develop the CJT framework and assist the MOJ in the establishment of the Justice Tribunals over a 6-month period.

5. METHODOLOGY

- 5.1 The submitted proposal should clearly describe the Offeror's strategy to deliver the above-mentioned results, and should include at least the following information:
 - 5.1.1 Brief description of the Offeror's profile.
 - 5.1.2 Brief description of similar experiences in Jamaica, the Caribbean and/or other countries.

- 5.1.3 Description of the proposed management plan.
- 5.1.4 Description of the qualifications, expertise and technical expertise of the selected personnel.
- 5.1.5 Six-month activity schedule for the development of the framework.
- 5.1.6 Overall monitoring and evaluation methodology.
- 5.1.7 Identification and assessment of potential constraints/risks that may be encountered during implementation of activities and mitigating strategy.

6. DELIVERABLES

- 6.1. Draft Framework for the establishment of Community Justice Tribunals including criteria for the selection of communities.
- 6.2. Review of Draft by key stakeholders.
- 6.3. Final Framework document for the establishment of Community Justice Tribunals in Jamaica.

7. REPORTING AND WORKING ARRANGEMENTS

The Offeror will be required to report to the Permanent Secretary, Ministry of Justice, or the designated Officer. The Offeror is also required to work closely with the Dispute Resolution Foundation (DRF), the Justice Training Institute (JTI) and other departments and agencies of the Ministry of Justice.

7.1 Counterpart Responsibilities

The Ministry of Justice will facilitate access to the required personnel and information, and provide any other assistance as may be reasonably required to complete this assignment.

8. DURATION

The assignment is projected to be completed within six months of signing of the contract.

9. BUDGET & WORKPLAN

- 9.1 The Offeror is requested to provide the MOJ with a budget summary as well as a results-based budget and work plan.

Request for Proposal:
Community Justice Tribunals

Annex IV
Proposal Submission Form

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Services for the provision of **"a Framework for the Establishment and Implementation of Community Justice Tribunals in Jamaica"** for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day/month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Request for Proposal:
Community Justice Tribunals

Annex V
Price Schedule

GUIDELINES

1. The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 15.1 (b) of the Instruction to Offerors.
2. All prices/rates quoted must be exclusive of all taxes, since the Ministry of Justice is exempt from taxes.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
4. In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options.

FORMAT 1

Price Schedule:					
Request for Proposals for Services					
Description of Activity/Item		Budget Percentage	Number of Staff	Monthly Rate	Estimated Amount
1.	Human Resources	30%			
1.1	Salaries (gross amounts)	20%			
1.2	Per diems for missions/travel/seminars /conferences	10%			
2.	Travel international/local	10%			
	International travel (airfare, visa, etc.)	8%			
	Local Travel (car rental, drive, etc.)	2%			
3.	Operational Expenses	40%			
3.1	Print, Audio-Visual Equipment/Media	10%			
3.2	Stationary & Supplies	5%			
3.3	Rent, Facilities, Administration, Services	20%			
3.4	Miscellaneous Expenses	5%			
4.	Other Costs/Services	20%			
	TOTAL	100%			

Request for Proposal:
Community Justice Tribunals

Annex VI
Performance Security Form

To: Ministry of Justice

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No.dated, to execute Services

(hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contract such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to **10 (ten) % of the contract proposed amount**, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring agency of the Government of Jamaica.

SIGNATURE AND SEAL OF THE GUARANTOR

Date.....

Name of Bank.....

Address.....

To: The procuring entity,

Whereas _____(hereinafter called the “Contractor”) has submitted its proposal dated [*date submission of proposal*] for the provision of services for [*description of service*] (hereinafter called the Proposal).

KNOW ALL PEOPLE by these presents that WE [*name of bank*], having our registered office at [*address of bank*] (hereinafter called “the Bank”), are bound unto [*name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of _____ [**Amount in words**] for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said Bank thisday of[*year*].

THE CONDITION of this obligation are:

1. If the Contractor withdraws its Proposal during the period of proposal validity specified by the Contractor on the Proposal Submission Form: or
2. If the Contractor, having been notified of the acceptance of its Proposal by the Purchaser during the period of validity of the proposal:
 - (a) fails or refuses to execute the Contract Form, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Contractors;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of validity of the proposal, and any demand in respect thereof should reach the Bank not later than the above date.

.....

Signature of the Bank

The following countries are eligible to participate in this tender.

Argentina	Honduras
Austria	Israel
Bahamas	Italy
Barbados	Jamaica
Belgium	Japan
Belize	Mexico
Bolivia	The Netherlands
Brazil	Nicaragua
Canada	Norway
Colombia	Panama
Costa Rica	Paraguay
Chile	Peru
Croatia	Portugal
Denmark	Slovenia
Dominican Republic	Spain
Ecuador	Suriname
El Salvador	Sweden
Finland	Switzerland
France	Trinidad and Tobago
Germany	United Kingdom
Guatemala	United States
Guyana	Uruguay
Haiti	Venezuela