



EASTERN CARIBBEAN TELECOMMUNICATIONS AUTHORITY

REQUEST FOR PROPOSALS

***Title of Consulting Services: Recommendation of a new Retail Price
Regulation Regime for the ECTEL Member States.***

6th April, 2018

CONTENTS

Section 1. Letter of Invitation	1
Section 2. Instructions to Consultants.....	3
Section 3. Technical Proposal - Standard Forms.....	10
Section 4. Financial Proposal - Standard Forms	17
Section 5. Terms of Reference.....	1
Section 6. Draft Contract Consultants' Services.....	24

Section 1. Letter of Invitation

Castries, Saint Lucia
6th April, 2018

Dear Consultant,

1. The Eastern Caribbean Telecommunications Authority (ECTEL) invites proposals to provide the following consulting services: ***Recommendation of a new Retail Price Regulation Regime for the ECTEL Member States.***
2. Proposals must be submitted to The Managing Director of ECTEL at the address below by *4:30 pm Saint Lucia time* on **Friday 18th May, 2018.**

The Managing Director
Eastern Caribbean Telecommunications Authority
P.O Box 1886,
5th Floor Conway Business Centre,
Waterfront,
Castries, **Saint Lucia**

3. A Consultant will be selected based on the quality of the proposal and procedures described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 – Draft Contract for Consultant Services

Yours sincerely,

Andrew Millet
Managing Director (Ag)

Section 2. Instructions to Consultants

- 1. Introduction**
- 1.1 ECTEL will select a consultant (the Consultant) from those submitting a proposal in response to this Request for Proposals.
- 1.2 Consultants are invited to submit a Simplified Technical Proposal and a Financial Proposal for the consulting services. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
- ECTEL is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest**
- 1.4 ECTEL requires that Consultants provide professional, objective, and impartial advice and at all times hold ECTEL's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.4.1 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of ECTEL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- Only one Proposal**
- 1.5 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity**
- 1.6 Consultants' Proposals must remain valid for sixty (60) days after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. ECTEL will make its best effort to complete negotiations within this period. Should the need arise however, ECTEL may request Consultants to extend the validity period

of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

- | | | |
|--|-----|--|
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to five (5) business days before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to The Managing Director of ECTEL at procurement@ectel.int . ECTEL will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should ECTEL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, ECTEL may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals, ECTEL may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 3. Preparation of Proposals | 3.1 | The Proposals (see para. 1.2), as well as all related correspondence exchanged by the Consultants and ECTEL, shall be written in the English language. |
| | 3.2 | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. |
| Technical Proposal Format and Content | 3.3 | Consultants are required to submit a Simplified Technical Proposal. The Simplified Technical Proposal shall provide the brief description of the approach, methodology and work plan for performing the assignment and the CV of the proposed staff who will undertake the assignment. The Technical proposal shall be submitted using the attached forms (Section 3) |

- 3.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- Financial Proposals**
- 3.5 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities in the Technical Proposal shall be assumed to be included in the final prices for the Financial Proposal.
- Taxes**
- 3.6 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by ECTEL under the Contract.
- 3.7 Consultants must express the price of their services in United States Dollars.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses **referred to in para. 4.5** and in the number of copies as follows:
- Consultants must **submit the original and two (2) copies** of the Technical Proposal, and the **original** of the Financial Proposal.
- All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”. Similarly, the original Financial Proposal shall

be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE **Friday, 18th May, 2018**”. ECTEL shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be received by ECTEL no later than **Friday, 18th May, 2018 at 4:30 pm Saint Lucia time at the** following address:

The Managing Director
Eastern Caribbean Telecommunications Authority
P.O Box 1886,
5th Floor Conway Business Centre,
Waterfront,
Castries, **Saint Lucia**

Any proposal received by ECTEL after the deadline for submission shall be returned unopened.

The Consultant may withdraw its proposal any time after the proposal’s submission provided that signed written notice of the withdrawal is received by ECTEL prior to the closing date.

No proposal may be modified after the closing date for submission of proposals, unless ECTEL has issued an amendment to the RFP.

- 4.6 ECTEL shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened, to the time the Contract is awarded, the Consultants should not contact ECTEL on any matter related to its Proposal. Any effort by Consultants to influence ECTEL in the examination, evaluation, ranking of Proposals, and recommendation for

award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified below. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of seventy (70) points.

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

	Points
(i) Specific experience of the Consultants relevant to the assignment:	45
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a) Technical approach and methodology	30
b) Work plan	15
Total points for criterion(ii):	45
(iii) Experience working in small states or in the Caribbean	10
Grand Total:	100

- Opening and Evaluation of Financial Proposals**
- 5.3 After the technical evaluation is completed, ECTEL shall inform the Consultants who have submitted proposals, of the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process.
- 5.4 The Financial Proposal of the Consultants who met the minimum qualifying mark will be inspected to confirm that they have remained sealed and unopened.
- 5.5 The Financial Proposal for the Consultant with the highest technical score shall be opened and the total price recorded. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.
- 5.6 The Consultant with the highest evaluated Technical Proposal will be invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held on a date to be agreed to by ECTEL and the selected Consultant. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in ECTEL proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. ECTEL and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from ECTEL to ensure satisfactory implementation of the assignment. ECTEL shall prepare minutes of negotiations which will be signed by ECTEL and the Consultant.
- Financial**
- 6.3 If applicable, it is the responsibility of the Consultant, before

- negotiations** starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in Saint. Lucia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- Availability of Professional staff/experts** 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, ECTEL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, ECTEL will require assurances that the Professional staff will be actually available. ECTEL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- Conclusion of the negotiations** 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations, ECTEL and the Consultant will initial the agreed Contract. If negotiations fail, ECTEL will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract** 7.1 After completing negotiations, ECTEL shall award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Contract signature, ECTEL shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Section 3. Simplified Technical Proposal - Standard Form

- TECH-1 Technical Proposal Submission Form
- TECH-2 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
- TECH-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: **Managing Director**
Eastern Caribbean Telecommunications Authority (ECTEL)
P.O Box 1886,
Castries, Saint Lucia

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Recommendation of a new Retail Price Regulation Regime for the ECTEL Member States** in accordance with your Request for Proposal dated **6th April, 2018** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than **[Insert Date.]**

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

**FORM TECH-2 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Terms of Reference including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-3 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 8 pages, inclusive of charts and diagrams) divided into the following chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan.*

a) Technical Approach and Methodology. Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

b) Work Plan. Propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-5

FORM TECH-4 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Name of Staff** [*Insert full name*]: _____

2. **Date of Birth:** _____ **Nationality:** _____

3. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

4. **Membership of Professional Associations:** _____

5. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

6. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

7. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

8. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

9. Work Undertaken that Best Illustrates Capability to Handle the Assignment

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Breakdown of Costs

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: ***Eastern Caribbean Telecommunications Authority (ECTEL)***
P.O Box 1886,
Castries, Saint Lucia

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***Recommendation of a new Retail Price Regulation Regime for the ECTEL Member States*** in accordance with your Request for Proposal dated **6th April, 2018** and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

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

No Commissions and gratuities have been or to are to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2 Breakdown OF COSTS

Item	Quantity	Unit	Unit Cost	Total
Remuneration				
Reimbursable Expenses				
Total costs of Financial Proposal				

Currency of Financial Proposal should be clearly stated.

Section 5. Terms of Reference

Eastern Caribbean Telecommunications Authority Terms of Reference

Consultancy: *Recommendation of a new retail price regulation regime for the ECTEL Member States.*

Background

ECTEL was established by Treaty signed by the Commonwealth of Dominica, Grenada, St. Kitts and Nevis, Saint Lucia and St. Vincent and the Grenadines on May 4, 2000 in St George's Grenada. ECTEL is a regional regulatory body with a legal mandate to provide recommendations and advice on Telecommunications matters to the National Telecommunications Regulatory Commissions (NTRCs) in the various Contracting States.

The Telecommunications (Retail Tariff) Regulations in force in the Member States of Dominica, Grenada, St Kitts and Nevis and Saint Lucia provides that ECTEL may recommend a draft price regulation regime applicable to a dominant telecommunications provider for adoption by the Commission. The Telecommunications (Retail Tariff) Regulations in force in St Vincent and the Grenadines provides that where a telecommunications service provided by a telecommunications provider is not subject to a degree of competition that is sufficient to protect the interest of consumers the Commission may designate the telecommunications service as regulated.

The effective regulation of retail services offered by a dominant telecommunications provider is essential to protect consumers as well as to provide potential new entrants into that market with appropriate economic signals to guide their investment decisions.

In Dominica and St Kitts and Nevis fixed voice service offered by Cable & Wireless are currently regulated under a Price Cap Plan implement in 2015. In the case of Grenada, Saint Lucia and St Vincent and the Grenadines all fixed-line services provided by Cable & Wireless are regulated under a Price Cap Plan which was implemented in 2010. Columbus Communication is licensed to provide fixed voice, broadband and subscriber TV services in Grenada, Saint Lucia and St Vincent and the Grenadines.

In 2014, there was a merger of Cable & Wireless Communications Plc and Columbus International Inc. which meant that the Cable & Wireless and Columbus licensed entities in the ECTEL Member States now had the same parent company. This merger only affected the three Member States of Grenada, Saint Lucia and St Vincent and the Grenadines where both Cable & Wireless Communications Plc and Columbus International Inc. had subsidiary companies licensed to provide telecommunication services. At present, there remains two licensed fixed line operators in the affected Member States, Cable & Wireless and Columbus

Communications, however both trade under the brand name FLOW, have joint customer service outlets, and use a single website.

Mobile services offered by licensed telecommunications service providers are currently unregulated and there are at least two licensed telecommunications service providers in each ECTEL Member State.

Against this backdrop, ECTEL wishes to engage the services of a consultant to provide technical assistance to undertake a review of the current environment for retail services in the ECTEL Member States and to make recommendations for a new retail price regulatory regime to the NTRCs.

Objectives

The objectives of the assignment are to:

1. review the current environment for retail services in the ECTEL Member States;
2. recommend a new retail price regulation regime given the significant changes in the market for retail services; and
3. assist in developing the capacity of ECTEL and the NTRCs to effectively administer the new price regulation regime.

Scope of Services and Tasks

The consultant shall undertake the tasks outlined below. In carrying out the tasks, the consultant shall identify and assess important issues that should be addressed in the assignment and discuss these issues with ECTEL. The tasks to be undertaken by the consultant are:

1. Develop a work plan and prepare an Inception Report;
2. Review relevant documentation. The consultant will review the Telecommunications Act and Telecommunications (Retail Tariff) Regulations to gain a comprehensive understanding of the legal provisions for regulation of retail services in the ECTEL Member States. The consultant will also review the current Price Cap Plans, Price Cap Filings, Audited Financial Statements, and other relevant submissions from service providers. In conducting this review the consultant may communicate with service providers as necessary;
3. Assess the markets for retail services with particular emphasis on fixed and mobile broadband services. The consultant will assess the retail markets to determine the level of competition and determine the level of regulation applicable to each market;
4. Recommend a new retail price regulation regime for the ECTEL Member States. The consultant will prepare a consultation paper with the draft retail price regulation regime. The consultation paper will include the findings of the assessments conducted in task 3. The

consultant will also assist ECTEL in reviewing and assessing comments received from the public consultation on the draft new retail price regulation regime and in preparing the final retail price regulation regime for submission to the NTRCs;

5. Conduct a regional workshop for ECTEL and NTRC staff. The workshop will present the main features of the proposed new retail price regulation regime and provide ECTEL and NTRC staff with an opportunity to build necessary capacity to administer the proposed Plan; and

6. Prepare reports and consultation papers as outlined in the section on Deliverables.

Qualifications

The Consultant is expected to be an economist or financial analyst with expertise in the area of Telecommunications Policy and Regulations and with experience in the regulation of retail services.

The Consultant will be selected based on experience and capacity in carrying out the type of work described in the Scope of Services and Tasks. Knowledge and experience in the implementation of retail tariff regulation regimes will be essential.

The consultant is also required to meet the following minimum requirements:

1. At least five (5) years experience working in the telecommunications sector either as a consultant in a position involving regulation of retail services, or in a telecommunications policy/regulatory function.
2. Prior professional experience working in small states or on regional/multi-state projects.
3. Fluency in both written and spoken English.

Estimated Level of Effort and Timing

The entire assignment is scheduled to be completed within **six (6) months** from the date of signing the agreement between ECTEL and the consultant. The estimated input required is estimated at **30-person days**.

Reporting Requirements

The primary reporting requirements for this Terms of Reference (TOR) will be to the ECTEL Directorate. All reports are to be submitted in hard copy formats and in electronic formats acceptable to the ECTEL Directorate. Key reporting requirements include the following:

- a. **An Inception Report.** This report is to include the Work Plan for the assignment based on initial meetings and consultations with ECTEL Staff; and
- b. **A Final Report.** This report will present in draft form:
 - a description of activities and tasks undertaken during the assignment;
 - any Recommendations for follow-up activities related to the assignment; and

- the main findings from consultations, meetings and workshops undertaken during the assignment and the circumstances that impacted positively and negatively on the conduct of the assignment.

Deliverables

In addition to the reports identified above, the consultant will be required to deliver a consultation paper and workshop. All deliverables are outlined in the table below.

Deliverable	Subject	Schedule
Report No 1	Inception Report	Week 2
Consultation Paper	Assessment of retail markets and draft recommendation for retail price regulation regime	Week 10
Workshop	Regional workshop on draft retail price regulation regime	Week 22
Final Recommendation	New Retail Price Regulation Regime	Week 24
Report No 2	Final Report	Week 26

Responsibilities of ECTEL

- ECTEL will provide following support services and facilities without any charge:
 - facilitate meeting with service providers, the NTRCs, and other stakeholders, as appropriate;
 - facilitate access to reports, information and data, as appropriate, and in a timely manner;
 - provide office space, office furniture, photocopy facilities and local administrative support.
- ECTEL will arrange for access to telephone, internet, and fax facilities when the consultant is operating from its offices.
- ECTEL will assign at least one member of its Staff to serve as counterpart to the consultant. ECTEL shall ensure that the counterpart staff designated to the consultant for this assignment have the capacity to deal with the issues related to the assignment and are willing and able to learn from the consultant.

SECTION 6
DRAFT CONTRACT FOR CONSULTANTS' SERVICES

between

Eastern Caribbean Telecommunications Authority (ECTEL)

and

.....

Dated: _____

THIS AGREEMENT made the day of 2018 between the **EASTERN CARIBBEAN TELECOMMUNICATIONS AUTHORITY (ECTEL)**, a body corporate pursuant to Article 18 of the Treaty establishing the **EASTERN CARIBBEAN TELECOMMUNICATIONS AUTHORITY**, having its principal place of business at Conway Business Centre, Waterfront, Castries, Saint Lucia and acting by its **ACTING MANAGING DIRECTOR** (hereinafter referred to as the Client) of the **ONE PART** and, having its principal place of business at and acting by its **DIRECTOR**, (hereinafter referred to as the **CONSULTANT**) of the **OTHER PART**.

WHEREAS the Client is desirous of engaging the services of the Consultant and the Consultant agrees to undertake the duties outlined hereunder on the terms and conditions hereinafter appearing.

AND WHEREAS the Consultant's Team shall only comprise the named team members as per the Consultant's proposal, dated

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **TERM**

The Client being satisfied that the Consultant has the requisite skills, qualifications and resources shall engage the services of the Consultant and the Consultant should undertake the exercise and report to the Acting Managing Director within [days/months] of signing the contract.

2. **SERVICES**

The Consultant is contracted to provide:

- (a)
- (b)

3. **SCOPE OF WORK**

- (a)
- (b)

4. **DELIVERABLES**

- (a)
- (b)

5. **PAYMENT AND EXPENSES**

- (a) In consideration of the services outlined and subject to Clause 3, the Client shall pay to the Consultant the sum of [], which represents the total costs associated with the activities per work plan in the following manner:
 - (i) XXX percent (xx%) of the total sum of the contract amounting to [] upon signing of the contract.
 - (ii) XXX percent (xx%) of the total sum of the contract amounting to [] upon submission of [];
- (b) The Consultant shall submit to the Client a detailed invoice itemizing the dates on which, the services were performed, a brief description of the services rendered as well as the charges, which may then be due, and payable under clause 5(a).
- (c) The Client shall make payment on such invoice within **FORTEEN (14) DAYS** of receipt.
- (d) If the Consultant in breach of its obligations under this agreement, fails to carry out its duties, the Client may (without prejudice to its ordinary rights in respect of such a failure) give notice to the Consultant of its intention not to pay such charge until services have been duly performed and upon so doing withhold payment accordingly.

- (e) The remuneration of the Consultant shall constitute the Consultant's sole remuneration in connection with this Contract or the works hereof. The Consultant shall not accept for its own benefit any trade, commission, discount or similar payment in connection with activities pursuant to this Contract or the works or in the discharge of its obligations hereunder, and the contractor shall use its best efforts to ensure that any Personnel and agents shall not receive any such additional remuneration.

6. **CONSULTANT OBLIGATIONS**

- (a) The Consultant covenants that the work performed under this agreement will be performed in a professional and competent manner.
- (b) The Consultant shall not during the term of this agreement and after its expiration, disclose any proprietary or confidential information relating to the services performed under this agreement or to the Client's business or operations without the prior written consent of the Client.
- (c) In the performance of all duties, the Consultant shall be responsible for the professional conduct of its personnel and that of its Sub contractors and their personnel and shall, except in relation to activities contrary to the Laws of Saint Lucia, have full authority and responsibility for taking any necessary corrective action.
- (d) The Consultant, shall be liable to ECTEL for the performance of the works in accordance with the provisions of this Contract and for any loss suffered by ECTEL as a result of a default of the Consultant or its personnel.
- (e) The Consultant covenants to indemnify and keep indemnified the Client from and against all actions, suits, proceedings, claims, demands, costs and expenses which the Client may suffer based on a claim or charge instituted against the Client as a result of any act or omission of the Consultant in performing its services under this contract, for six years from the date of this

contract. The maximum indemnity of the Consultant to the Client shall be the sum of [**Total cost of the contract**].

- (f) The Consultant will on the termination of this agreement return to the Client all records in any medium (whether written, computer readable or otherwise) including documents and other papers including private notes concerning the business of the Client and all copies of them made or acquired in the course of its engagement.
- (g) The Consultant will be responsible for taking out any appropriate insurance coverage.
- (h) The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- (i) The Consultant will be responsible for all costs associated with the airfare and accommodation for work performed in the State of Saint Lucia in accordance with the terms of this contract.

7. **CLIENT OBLIGATIONS**

- (a) The Client shall furnish the Consultant with all documents and any other material in digital or electronic format necessary for the timely performance of the work by the Consultant.
- (b) The Client agrees assign at least one member of its Staff to serve as counterpart to the consultant. The Client shall ensure that the counterpart staff designated to the consultant for this assignment have the capacity to deal with the issues related to the assignment and are willing and able to learn from the consultant.

8. **INTELLECTUAL PROPERTY**

- (a) Upon payment of the monies in Clause 5, the Consultant transfers its copyright and all other rights in the documents and reports produced by the Consultant for the Client.
- (b) The Consultant shall not retain any proprietary interest inclusive of copyright in all the documents and reports produced after the payment of the monies in Clause 5.

9. **FORCE MAJEURE**

- (a) For the purpose 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 powers 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 Sub-contractors or agents or employees nor;
 - (ii) Any event which a diligent Party could reasonably have been expected to both take into account at the time of the execution of this Contract and to avoid or overcome in the carrying out of its obligations hereunder;
 - (iii) Insufficiency of funds or failure to make any payment required hereunder;
- (c) 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.

- (d) A Party affected by an event of Force Majeure shall notify the other Party of such events as soon as possible, and in any event not later than **FIVE (5) 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.
- (e) The Client on the occurrence of an event of Force Majeure and after consultation with the Consultant may reschedule the timelines of the contract.
- (f) ECTEL shall not be liable to make any payments under the Contract in respect of the period of the Consultant's inability to perform the works herein as a result of an event of Force Majeure and any sum already paid thereunder in respect of that period shall be credited to the period following the resumption of the works.
- (g) Not later than **TEN (10) DAYS** after the Consultant, as the result of an event of Force Majeure, has become unable to perform a material portion of the works of the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

10. **INDEPENDENT CONTRACTOR**

- (a) The relationship of the Client and the Consultant is that of Independent Consultant.
- (b) This agreement shall not render the Consultant an employee, agent or joint venture with the Client for any purpose.
- (c) The Consultant shall have no claim against the Client for vacation leave, sick leave, retirement benefits, worker's compensation, health or disability benefit, unemployment benefit, insurance benefits or any employee benefits of any kind.

11. **GOVERNING LAW**

- (a) This agreement shall be governed by the laws of Saint Lucia.
- (b) Any dispute arising under or in connection with this agreement or related to any matter which is the subject matter of this agreement shall be subject to the exclusive jurisdiction of the courts in Saint Lucia.

12. **ENTIRE AGREEMENT**

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements whether written or oral.

13. **NOTICE**

Any notice under this agreement shall be in writing. Any notice to either party shall be left at their address as given in these presents.

14. **AMENDMENT**

Any amendments to this agreement shall be in writing and shall be agreed upon by both parties to the agreement.

15. **SEVERABILITY**

If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable the remainder of the agreement shall nevertheless remain in full force.

16. **WAIVER**

The failure by either party to enforce at any time any of the provisions of this contract or to enquire at any time the performance by either party or any of the provisions herein shall in no way be construed to be a waiver of such provision or to affect the validity thereof.

17. **DISPUTE RESOLUTION**

The parties shall attempt in good faith to resolve any disputes a claim or controversy concerning the validity, interpretation, enforcement or performance of this agreement through amicable negotiations to resolve the same.

18. **TERMINATION**

- (a) The Client or the Consultant may at any time by giving **THIRTY (30) DAYS** written notice terminate this agreement immediately and without liability for compensation or damages if either party fails to comply with its obligations under this agreement and if such failure (if capable of being remedied) remains un-remedied for **FOURTEEN (14) DAYS** after notice being given by the defaulting party.
- (b) Should either party be desirous of terminating this agreement prior to the expiration of this agreement it shall give to the other party **THIRTY (30) DAYS** notice in writing of their intention to do so.
- (c) The termination of this agreement shall not affect the obligation of either party to pay any fees or reimburse any amounts due and payable at the time of termination pursuant to this contract and shall not affect the obligation to indemnify the Client under this agreement in accordance with 6 (g).

FOR THE CLIENT

FOR THE CONSULTANT

Signed By:.....

Signed By:.....

Andrew Millet
Acting Managing Director (ECTEL)

.....
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Dated:.....

Dated:.....