TENDER DOSSIER

SUPPORT FOR THE FORUM OF CARIBBEAN ACP STATES (CARIFORUM) IN THE AREAS OF AGRICULTURE AND FISHERIES IN RELATION TO THE IMPLEMENTATION OF THE COMMITMENTS UNDERTAKEN, AND OPPORTUNITIES CREATED BY THE ECONOMIC PARTNERSHIP AGREEMENT (EPA)

PUBLICATION REFERENCE: RPTF-AGR/FIS/10/09

PROGRAMME:
CARIBBEAN TRADE AND PRIVATE SECTOR DEVELOPMENT PROGRAMME – PHASE 2

CONTRACTING AUTHORITY:
CARIBBEAN EXPORT DEVELOPMENT AGENCY (CARIBBEAN EXPORT) ON BEHALF OF THE CARIFORUM DIRECTORATE OF THE CARICOM SECRETARIAT

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SECTION 1: INSTRUCTIONS TO TENDERERS
In submitting their tenders, tenderers must respect all instructions, forms, Terms of Reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These instructions set out the rules for the submission, award and implementation of contracts financed under this call for tenders, in conformity with the provisions of Caribbean Export Development Agency’s (Caribbean Export) Open Tender Procedures.

1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference (Section 4 of this tender dossier).

2. Participation and sub-contracting

   a) Participation in this tender procedure is open on equal terms to natural and legal persons (participating either individually or in a grouping (consortium) of tenderers) from ACP States and Member States of the European Union contributing to the European Development Fund and international organisations as authorised by the instrument applicable to the programme under which the contract is financed.

   Natural or legal persons can not be in any of the exclusions noted in Section 2.2.2 of the Open Tender Procedures.

   b) Sub-contracting is allowed.

3. Content of tenders

The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

Sealed tenders must comprise of four (4) originals hard copies and an electronic version.

The tender must be submitted in accordance with the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "Envelope A - technical offer" and the other "Envelope B - financial offer". All parts of the tender other than the financial offer must be submitted in Envelope A.

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and may lead to rejection of the tender.
3.1 **Technical offer**

The Technical offer must include the following documents:

1. **Tender submission form** (see Section 10 of this tender dossier) including:
   
   a) Signed statements of exclusivity and availability (using the template in Section 12 of this tender dossier), one for each key expert, the purpose of which are as follows:

   - The key experts proposed in this tender must not be part of any other tender being submitted for this tender procedure. They must therefore engage themselves exclusively to the tenderer.
   
   - Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of reference and/or in the Organisation and methodology.

   Note that non-key experts must not be asked to sign statements of exclusivity and availability.

   Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. After the deadline for submission of offers, the tenderer may propose a replacement of an expert in the following cases: unexpected delays in the commencement date beyond the control of the Consultant, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the most economically advantageous tender. The desire of a tenderer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

   The Contracting Authority reserves the right to approve or reject the proposed replacement of an expert.

   b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form (Section 11 of this tender dossier)
c) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

2. **Organisation and methodology** (will become Annex II of the contract), to be drawn up by the tenderer using the format in Section 5 of the tender dossier.

3. **Key experts** (To become Annex III of the contract). The key experts are those whose involvement is considered to be instrumental in the achievement of the contract objectives. Their positions and responsibilities are defined in the Terms of reference, and they are subject to evaluation according to the evaluation grid in Section 9 of this tender dossier.

   Section 6 of the tender dossier contains the templates which must be completed by the tenderer, including:

   a) list of the names of the key experts;

   b) The CVs of each of the key experts. Each CV must be confined to 3 pages and only one CV should be provided for each position identified in the Terms of Reference. Note that the CV's of non-key experts must not be submitted.

   The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of reference. All key experts must have the nationality of one of the ACP/EU countries.

3.2 **Financial offer**

For fixed price contracts:

The Financial offer must be presented as an amount in euro and must be submitted using the template in Section 7 of the tender dossier.

4. **Variant solutions**

Tenderers are authorised to tender for a variant in addition to the present tender. For example, variants relating to “number of experts”, “methodology” will be considered. Any tender for a variant must include a technical and a financial offer.

5. **Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for the submission of tenders (Section 2.7.5 of the Open Tender Procedures).
6. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid tenderers invited to tender from having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to the request of a tenderer, provides additional information on the tender dossier, it must send such information in writing to all other tenderers at the same time (Section 3.3.5 of the Open Tender Procedures).

Tenderers may submit questions in writing to the following addresses up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

1. Postal Address: Caribbean Export Development Agency
   Manager Operations
   Hastings Main Road
   Mutual Building
   Christ Church
   Barbados

2. Fax: Fax No: 1-246-436-9999

3. E-mail: tender@carib-export.com

Any prospective tenderers seeking to arrange individual meetings with Caribbean Export concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date.

No information meeting or site visit is foreseen.

7. Submission of tenders

Tenders must be submitted in such way that they are received before December 1, 2009 at 4:00 p.m.

Any tender received after this deadline will not be considered.

Tenders must include the requested documents in item 3 above and be submitted exclusively to Caribbean Export:

EITHER by recorded delivery (official postal service) to:
Caribbean Export Development Agency

Attention: Manager Operations
Hastings Main Road
Mutual Building
Christ Church
Barbados

OR hand delivered (including courier services) directly to Caribbean Export in return for a signed and dated receipt to:

Caribbean Export Development Agency

Attention: Manager Operations
Hastings Main Road
Mutual Building
Christ Church
Barbados

Tenders submitted by any other means will not be considered. Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "Envelope A - Technical offer" and the other "Envelope B - Financial offer". All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.

The outer envelope should carry the following information:

a) the address for submission of tenders indicated above;

b) the reference code of the tender procedure to which the tenderer is responding and the contact title;

c) the words "Not to be opened before the tender-opening session";

d) The name of the tenderer.

The pages of the Technical and Financial offers must be numbered.
8. Evaluation of tenders

8.1 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid in Section 9 of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures set out in Caribbean Export’s Procedures.

8.1.1 Interviews

The Evaluation Committee does not expect to conduct any interviews

8.2 Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation will be opened (i.e. those which have achieved an average score of 70 points or more). Tenders exceeding the maximum budget available for the contract may be eliminated (Section 3.3.10.4 of the Open Tender Procedures).

8.3 Choice of selected tenderer

The most economically advantageous tender is established by weighing technical quality against price on a 70/30 basis.

8.4 Confidentiality

The entire evaluation procedure is confidential, subject to Caribbean Export’s policy on access to documents. The Evaluation Committee’s decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than Caribbean Export.

9. Signature of contract(s)
9.1 Notification of award

The successful tenderer will be informed in writing that its tender has been accepted.

Documentary evidence required from the successful tenderer:

Before Caribbean Export signs the contract with the successful tenderer, the successful tenderer must provide the legal entity form (section 14 of this tender dossier) and the financial identification form (section 13 of this tender dossier). Where the tenderer has already signed another open tender contract with Caribbean Export, he may provide instead of the legal entity form and its supporting documents, either his legal entity number or a copy of the legal entity form and respectively, instead of the financial identification form, either his financial identification form number or a copy of the financial identification form provided on that occasion, unless a change in his legal status occurred in the meantime.

Furthermore, proof documents regarding the key experts (copy of the diplomas mentioned in their CVs, a copy of the employer's certificates or references proving their professional experience indicated in their CV) must also be submitted.

The successful tenderer must also provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in section 2.2.2 of the Open Tender Procedures. This evidence or these documents or statements must carry a date, which cannot be more than 180 days before the deadline for submission of tenders.

9.2 Signature of the contract(s)

Within 15 days of receipt of the contract already signed by the Caribbean Export, the selected tenderer shall sign and date the contract and return it to the Caribbean Export. The parties are bound by the contract from the moment it is signed.

Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, Caribbean Export may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will be informed that their tenders were not accepted, by means of a standard letter, which may include an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender.
The corresponding contract award notice will be published on the Web site www.carib-export.com

10. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified in writing of the cancellation by the Contracting Authority and informed of the reasons for cancellation (Sections 2.3.6 and 3.3.11 of the Open Tender Procedures).

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no response at all;
- if there are fewer than four eligible candidates;
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

Whatever the case, the final decision is taken by Contracting Authority. In no event shall the Caribbean Export be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if Caribbean Export has been advised of the possibility of damages. The launching of a procurement procedure does not commit the Caribbean Export to implement the programme or project announced.

11. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition Caribbean Export directly. Caribbean Export must reply within 90 days of receipt of the compliant. If this procedure fails, the tenderer may have recourse to procedures established under the Contracting Authority country’s national legislation (Section 2.3.8 of the Open Tender Procedures).
SECTION 2: DRAFT SERVICE CONTRACT
(PROCUREMENT AGREEMENT FOR SERVICES > BBDS 250,000)

AGREEMENT

The Caribbean Export Development Agency (Caribbean Export) having its principal office at Hastings Main Road, Mutual Building, Christ Church, Barbados, (herein referred to as "the Contracting Authority"),_______________________________of the one part, and <Full official Name of the contractor > <Full address of the (herein referred to as the Contractor) of the other part,

HAVE AGREED AS FOLLOWS:

WHEREAS

1. The Caribbean Community (CARICOM) Secretariat through its CARIFORUM Directorate has entrusted the administration and performance of this Agreement to the Contracting Authority.

2. The Contracting Authority has authority to appoint contractors to perform services under this Agreement.

3. The Contracting Authority shall be entitled to monitor and evaluate the work of the Contractor.

APPOINTMENT OF CONTRACTOR

1. The Contracting Authority hereby appoints the Contractor and the Contractor hereby agrees to perform the services under this Agreement.

2. The services the contractor must perform under this contract are set out in the annexes and in particular in the Terms of Reference in Annex I.

3. The value of this contract is EUR __________
SPECIAL CONDITIONS

(1) DEFINITIONS

Contract: the signed agreement entered into by the parties for the performance of services, including all annexes thereto and all documents incorporated therein.

Contracting Authority: Caribbean Export Development Agency
Hastings Main Road
Mutual Building
Christ Church
Barbados
Tel: (246) 436 0578
Fax: (246) 436 9999

Supervisor: Manager Operations, Caribbean Export Development Agency

Contractor: <………………………….>

Project: NO._________________

Currency of the contract: The currency is Euros (EUR)

(2) LAW AND LANGUAGE OF THE CONTRACT

The law of the contract shall be that of Barbados.

The language used for the contract and all communication connected with it shall be English.

(3) ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

The order of precedence of the contract documents shall be:

- Annex I: Terms of Reference
- Annex II: Organisation and methodology
- Annex III: List of key Experts & CV
- Annex IV: Budget
- Annex V: Administrative Compliance grid
- Annex VI: Evaluation Grid
- Annex VII: Service Tender Submission Form
- Annex VIII: Statement of Exclusivity
- Annex IX: Financial Identification Form
(4) **SUBCONTRACTING**

Subcontracting is allowed.

(5) **INDEMNIFICATION**

The Contractor's liability under this contract with the Contracting Authority shall be limited to an amount equal to the contract value, but such ceiling shall not apply to any losses or damages caused to third parties by the Contractor, or by the Contractors, its officers, employees or agents in wilful misconduct.

(6) **LIABILITY**

No liability shall be attached to the Contracting Authority for any negligence, default or omission on the part of the Contractor, its officers, employees or agents in the performance of this contract.

(7) **PROPRIETARY RIGHTS IN REPORTS AND DOCUMENTS**

7.1 All material produced, compiled or prepared by the Contractor in the performance of this contract including software, reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials shall be confidential and shall be the absolute property of the CARICOM Secretariat. The contractor shall, upon completion of the contract, deliver all such material to the contracting authority. The contractor may retain copies of such documents and data, but shall not use them for purposes unrelated to his contract without prior written approval of the CARICOM Secretariat. The following conditions will apply to this article:

For purposes of this Agreement “Confidential Information” means any material, data or information in whatever form or media of a party to this Contract that is provided or disclosed to the other party, except for any information that is (a) publicly available or later becomes available other than through a breach of this Contract; (b) known to the party who receives it (the “Receiving Party”) or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (c) subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a Third Party without obligations of confidentiality. Confidential Information shall include: written deliverables, network configurations, network architecture, services rendered by the Contractor to the Contracting Authority, financial and operational...
information, and other matters relating to the business of the Contracting Authority. The Receiving Party shall exercise the same degree of care and protection with respect to the Confidential Information of the party which has disclosed the information that it exercises with respect to its own Confidential Information and shall not directly or indirectly disclose, copy, distribute, republish or allow any Third Party to have access to any Confidential Information of the party that has disclosed the information. Confidential Information may be disclosed to authorised users, employees and agents on a need to know basis. Either party may disclose Confidential Information if required to do so by law.

Unless otherwise authorised, upon earlier termination of this Contract pursuant to Article 22 of this Agreement or request of the party that has disclosed the information, the Receiving Party shall either return the Confidential Information to that party, or destroy the aforesaid information, certifying that the Confidential Information has been destroyed.

If the Receiving Party becomes aware of any unauthorised use or disclosure of the Confidential Information, then the Receiving Party shall promptly notify the Disclosing Party of all facts surrounding the unauthorised use or disclosure.

The Contractor and the Contracting Authority shall not disclose Confidential Information to any of their employees, agents or representatives unless and until such employee, agent, or representative has been made aware that his or her obligations under this Contract are subject to confidentiality or a non-disclosure agreement and has agreed to abide by the terms herein.

The terms of this Agreement shall survive the expiration or termination of this Contract. For the avoidance of doubt, the terms of any liability set forth in the contract shall apply to any breach by a party of its confidentiality obligations under this agreement.

(8) SCOPE OF THE SERVICES

8.1 The scope of the services for this contract consists of the activities described in Annex I - Terms of Reference.

8.2 The contractor shall perform the services laid down in the contract as described in the Annex I - Terms of Reference.

From its head office, the contractor must provide assistance and support in solving any technical, financial or economic problems its agents might encounter in the course of their work.
The contractor shall provide the contracting authority at the latter's request, with any information and explanations connected with or stemming from the performance of the project.

The contracting authority shall be informed either by means of the reports required under the contract or by any appropriate means where the contractor considers that an important fact or decision should be brought immediately to the contracting authority’s attention.

(9) STAFF AND EQUIPMENT

9.1 The level of training and other qualities required of the experts are specified in Annex I - Terms of Reference.

9.2 The contractor shall provide the services laid down in this contract using the resources and staff described in his tender. Acceptance of the tender by the contracting authority shall be deemed approval of the staff proposed. Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. After the deadline for submission of offers, the tenderer may propose a replacement of an expert in the following cases: unexpected delays in the commencement date beyond the control of the Contractor, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the most economically advantageous tender. The desire of a tenderer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts. The Contracting Authority reserves the right to accept or reject the proposed replacement of an expert.

(10) PERFORMANCE PERIOD

The period of performance of this contract is set at (INSERT DURATION) as of the date/time specified in Article 15 below.

(11) VARIATIONS

Contract modifications must be formalised through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the contractor to the contracting authority. All contract modifications must comply with the general principles laid down in the Contracting Authority’s Procedures.
(12) SUBMISSION OF REPORTS

The contractor shall draw up his reports in accordance with the Annex I - Terms of Reference.

(13) APPROVAL OF REPORTS AND DOCUMENTS

The contracting authority on recommendation of the CARIFORUM Directorate, CARICOM Secretariat shall approve, comment on or reject the reports and documents provided for in Article 12 above.

(14) FINANCIAL PROVISIONS

14.1 Currency of payment

Payments will be made in Euros in accordance with the information provided in the attached Financial Identification Form. Any change must be notified to the Contracting Authority.

The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority within 90 days of receiving a request to do so.

Should the contractor fail to make repayment within that deadline, the contracting authority may (unless the contractor is a government department or public body of a Member State of the Community) increase the amounts due by adding interest:

- at the rediscount rate applied by the issuing institution of the country of the contracting authority where payments are in national currency;
- at the rate applied by the Central Bank of Barbados to its main refinancing transactions in EUR, as published,

On the first day of the month in which the deadline expired, plus seven percentage points.

The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the contracting authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties’ right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.
14.2 Advances

No advance may be granted to the contractor at his request.

14.3 Payment Terms

In consideration of the services to be performed under this Agreement, the Contracting Authority agrees to pay the contractor the fixed sum of EUR 160,000, in accordance with the following schedule:

Payment Terms
(i) First payment of 20% of the contract value on submission of an inception report by .............., and approval by Caribbean Export and the CARIFORUM Directorate by ..............
(ii) Second payment of 30% of the contract value by ..........on submission of a draft interim report by ............. and approval by Caribbean Export and the CARIFORUM Directorate by ..............
Third payment of 30% of the contract value by ................ on submission of the draft final report by ........... and approved by Caribbean Export and the CARIFORUM Directorate by ..............
Final payment of 20% of the contract value by ..........on submission of the final report by ..........and approved by Caribbean Export and the CARIFORUM Directorate by ..............

14.4 Travel and Transport

Not Applicable

14.5 Price Revision

Prices will be fixed and not open to review.

14.6 Administrative and Financial Penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure will be excluded from the award of all contracts and grants financed by the Contracting Authority budget.

Where the procurement procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority will suspend performance of the contract. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may in addition
refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud.

14.7 Delays in Performance

The daily rate for liquidated damages per calendar day of delay is calculated by dividing the contract value by the number of days of the period of performance. If the contract is subdivided into phases, it shall be calculated on the value of the phase concerned. The maximum amount shall be 15% (fifteen per cent) of the total contract amount.

(15) DURATION OF AGREEMENT

The contract takes effect on the date of later signature. The contract cannot cover earlier services or enter into force before this date. The duration of this Agreement shall be from the xxxxx day of xxxx, (year) to the xxxx day of xxxx, (year) (both dates inclusive).

(16) BREACH OF CONTRACT

A contractor shall be considered in breach of contract if it changes the composition of its staff for any reason other than those provided for in Article 9.2 above.

(17) TERMINATION BY THE CONTRACTING AUTHORITY

Termination of this Agreement shall be effected by ten (10) working days notice in writing by the Contracting Authority.

(18) TERMINATION BY THE CONTRACTOR

The contractor may, after giving ten (10) working days notice to the Contracting Authority, terminate the contract if the Contracting Authority:

(a) Consistently fails to meet its obligations after repeated reminders; or

(b) Suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not due to the contractor’s default;

18.1 Such termination shall be without prejudice to any other rights of the Contracting Authority or contractor’s acquired under the contract.
18.2 In the event that this Agreement is terminated prior to its due date of expiration, the Contractor shall be compensated for the actual amount of work performed to the satisfaction of the Contracting Authority after consultation with the CARIFORUM Directorate, of the CARICOM Secretariat on a pro rata basis.

19) **STATUS OF THE CONTRACTOR**

The Contractor shall be considered as having the legal status of an independent contractor and shall not be considered in any respect as being an officer, employee or agent of the Contracting Authority.

20) **RIGHTS AND OBLIGATIONS**

The rights and obligations of the Contractor are strictly limited to the terms and conditions of this Agreement. Accordingly, the Contractor shall not be entitled to any benefit, payment, subsidy, compensation, entitlement or other expense, except as expressly provided in this Agreement.

21) **DISPUTE SETTLEMENT**

The contracting parties shall endeavour to settle amicably any dispute arising out of the terms and conditions of this Agreement. In default of an amicable settlement, any party may refer the matter to arbitration governed in all respect by the Laws of Barbados.

22) **IMPLEMENTATION PERIOD OF THE AGREEMENT, SUSPENSION, FORCE MAJEURE**

22.1 The implementation period of the Agreement must be confined to the duration of the Agreement.

22.2 The Contractor may suspend implementation of all or part of the activity if circumstances (chiefly force majeure) make it unconscionable or dangerous to continue. The Contractor shall inform the Contracting Authority without delay and provide all the pertinent details. The Agreement may be terminated in accordance with Articles 17 and 18 above. If the Agreement is not terminated, the Contractor shall endeavour to minimise the duration of the suspension and may resume implementation once conditions allow, and shall inform the Contracting Authority accordingly.

22.3 The Contracting Authority may request that the Contractor suspend implementation of all or part of the activity if circumstances (chiefly force majeure) make it unconscionable or dangerous to continue. The Agreement may be terminated in accordance with Articles 17 and 18 above. If the Agreement is
not terminated, the Contracting Authority shall endeavour to minimise the duration of the suspension, and shall resume implementation of the activity once conditions allow, and shall inform the Contractor accordingly.

22.4 The implementation period is automatically extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Agreement which may be necessary to adapt the activity to the new implementing conditions.

22.5 *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the Parties’ control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* by the defaulting party. Neither of the Parties shall be held liable for breach of its obligations under the Agreement if it is prevented from fulfilling them by *force majeure*. Without prejudice to Articles 22.2 and 22.3 above, the Party invoking *force majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage.

(23) **NOTICES**

Any notices to be given under this Agreement shall be in writing and delivered personally, telexed or sent by facsimile transmission or sent by registered mail to the receiving party at its business address last notified in writing to the other party and shall be deemed to have been given on the date it was so delivered, on the date of the telex facsimile transmission or on three days following that on which the notice was posted.

(24) **VISIBILITY**

Unless otherwise requested or agreed by the Contracting Authority, contractors for Services or Tangibles must take the necessary measures to ensure the visibility of the Contracting Authority’s financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down as established under Section 2.2.5.1 of the Open Tender Procedures.

24.1 Contractors and/or implementing partners are responsible for giving adequate publicity to the project or programme that they are implementing which is supported by the Contracting Authority. Whatever the size, scope or objectives of a programme or project, the Contracting Authority’s logo must be prominently displayed.
The Contracting Authority will also notify Contractors as to visibility requirements pertaining to its donor partner(s).

In providing for the Contracting Authority’s visibility, one or more of the communication tools set out hereunder must be used, and the Contracting Authority reserves the right to request the inclusion of the amount of European Union (EU) funding in Euro and in the local currency:

1. **Press Releases**
The press release is the most important form of written information that must be sent to the media, and it must be issued at the start of all projects. The press release should include elements such as the purpose of the project, the partnership between the Contracting Authority and the Contractor, and also the results expected.

The release must incorporate the Contracting Authority’s logo and mention that funding was provided by the EU.

2. **Press Conferences**
If a press conference is organized, the invitations must bear the Contracting Authority’s logo equal in size and prominence to that/those of the beneficiary institution(s).

3. **Newsletters**
A regular newsletter is a key tool to inform relevant target audiences about the evolution of a programme or project funded by the Contracting Authority. Newsletters require distribution capacity through appropriate mailing lists, and can also be mailed in electronic form through an e-mail distribution list and/or be published on a web site. Templates for newsletters can vary according to the subjects covered, but the cover page must clearly have the Contracting Authority’s logo.

4. **Other Promotional Items / Publications**
Publication materials used in the promotion of a project funded by the Contracting Authority must display the Contracting Authority’s logo prominently on the cover of the information material:

- Leaflets and Brochures
- WebPages
- Stationary
- Display panels
- Commemorative plaques
- Banner
• Promotional Items – leaflets and brochures
• Reports

5. Audiovisual Productions and photos showing the progress of all projects must be taken where appropriate, so that they can be used in any publicity material.

(25) ENTIRE AGREEMENT
This Agreement, together with any modifications agreed upon between the parties hereto pursuant to Article 11 of this Agreement, constitutes the entire Agreement between the parties hereto and shall supersede all previous negotiations, commitments, documents or other agreements whether written or verbal with respect to the subject-matter hereof.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of the Contracting Authority by its duly authorised representative and by the Contractor.

SIGNATURES

For the Contractor

[signature and date]

For Caribbean Export Development Agency

[signature and date]
SECTION 3: CARIBBEAN EXPORT DEVELOPMENT AGENCY OPEN TENDER PROCEDURES
OPEN TENDER PROCEDURES

CONTRACT PROCEDURES

SERVICE CONTRACTS > $250,000

TANGIBLES > $100,000
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4.4 MODIFYING TANGIBLE CONTRACTS
1. INTRODUCTION

These procedures explain the contracting procedures applying to all Services and Tangibles. The purpose of this procedure is to provide users with the information necessary to facilitate the awarding of contracts, utilizing the “Open Tender Procedures”, which relates to contract amounts which exceed BDS$250,000.00 and BDS$100,000.00 for Services and Tangibles respectively.

2. BASIC RULES FOR SERVICES & TANGIBLE ITEMS CONTRACTS

2.1. Overview

These are strict rules governing the way in which contracts are awarded, and help to ensure that suitably qualified contractors are chosen without bias and that the best value for money is obtained, with the full transparency and efficiency appropriate to the use of public funds.

Before initiating any tender procedure, the service / tangible item to be contracted must have been approved within the context of a Work Programme.

2.2. Eligibility criteria and other essentials

2.2.1. The rule on nationality

Participation in the procurement process is open on equal terms to all legal persons. In order to foster competition Caribbean Export may permit corporate bodies and individuals from African, Caribbean and Pacific and European Union Countries.

2.2.2. Grounds for exclusion

Candidates or tenderers will be excluded from participation in a procurement procedure if they:

a) are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) Are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations;

c) Have been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata

d) Are guilty of grave professional misconduct proven by any means which Caribbean Export can justify;
e) Have not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country where they are established;
f) are guilty of serious misrepresentation in supplying the information required by the contracting authorities as a condition of participation in an invitation to tender or contract; they have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same Contracting Authority or another contract financed with Caribbean Export’s funds;
g) Are in one of the situations allowing exclusion referred to in point 2.3.7 in connection with the tender or contract.

Tenderers who have been notified of the award of a contract must supply the usual proof under the law of the country in which they are established that they do not fall into the categories listed above. Tax clearance certificate pertaining to (e); Notarized declaration pertaining to (a), (b) and (c). The date on the evidence or documents provided must be no earlier than 1 year before the date of submission of the tender. Tenderers must, in addition, provide a sworn statement that their situations have not altered in the period that has elapsed since the evidence in question was drawn up. If the supporting documents are written in a language other than the language(s) of the call for tenders, a translation into one of those languages must be attached which will apply for the purposes of interpreting the application or the bid.

For contracts with a value less than or equal to the following thresholds (Service ≤ BDS $250,000, Tangibles ≤ BDS $100,000), there is no obligation to submit the above mentioned documents. Caribbean Export may however, where it has doubts as to whether the tenderer to whom the contract is to be awarded is in one of the situations of exclusion, require him to provide the evidence.

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure are:

- subject to a conflict of interest,
- guilty of misrepresentation in supplying the information required by Caribbean Export as a condition of participation in the contract procedure or fails to supply this information.

2.2.3. Participation on equal terms

Caribbean Export must take the necessary measures to ensure the widest possible participation on equal terms in invitations to tender for services and tangible items including as appropriate measures to:

a) ensure publication of invitations to tender in any appropriate media or
b) eliminate discriminatory practices or technical specifications which might stand in the way of widespread participation on equal terms.
c) ensure that all the award criteria are specified in the tender dossier

d) ensure that the tender selected conforms to the requirements of the tender dossier and meets the award criteria stated therein.

2.2.4. Administrative and financial penalties

Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure will be excluded from the award of all contracts and grants financed by the Caribbean Export budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor. That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers or candidates who have been guilty of making false declarations will also receive financial penalties representing 2% - 10% of the total value of the contract being awarded. Contractors who have been found to have seriously failed to meet their contractual obligations will receive financial penalties representing 2% - 10% of the total value of the contract in question. That rate may be increased to 4% - 20% in the event of a repeat offence within five years of the first infringement.

Where the procurement procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, Caribbean Export will suspend performance of the contract. Where such errors, irregularities or fraud are attributable to the contractor, Caribbean Export may in addition refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud.

The purpose of suspending the contract is to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract will resume as soon as possible. A substantial error or irregularity is any infringement of a provision of a contract or regulation resulting from an act or an omission which causes or might cause a loss to the Caribbean Export budget.

2.2.5. Visibility

Unless otherwise requested or agreed by Caribbean Export, contractors for Services or Tangibles must take the necessary measures to ensure the visibility of the Caribbean Export financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down as established under Section 2.2.5.1.
2.2.5.1. Caribbean Export’s visibility relating to various actions

Contractors and/or implementing partners are responsible for giving adequate publicity to the project or programme that they are implementing which is supported by Caribbean Export. Whatever the size, scope or objectives of a programme or project, the Caribbean Export logo must be prominently displayed.

Caribbean Export will also notify beneficiaries as to visibility requirements pertaining to its donor partner(s).

In providing Caribbean Export’s visibility, one or more of the communication tools set out hereunder must be used, and Caribbean Export reserves the right to request the inclusion of the amount of EU funding in Euro and in the local currency:

1. **Press Releases**
The press release is the most important form of written information that must be sent to the media, and it must be issued at the start of all projects. The press release should include elements such as the purpose of the project, the partnership between Caribbean Export and the beneficiaries, and also the results expected.

The release must incorporate the Caribbean Export logo and mention that funding was provided by the EU.

2. **Press Conferences**
If a press conference is organized, the invitations must bear a Caribbean Export logo equal in size and prominence to that/those of the beneficiary institution(s).

3. **Newsletters**
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4. **Other Promotional Items / Publications**
Publication materials used in the promotion of a project funded by Caribbean Export must display the Caribbean Export logo prominently on the cover of the information material:

- Leaflets and Brochures
- WebPages
• Stationary
• Display panels
• Commemorative plaques
• Banner
• Promotional Items – leaflets and brochures
• Reports

5. Audiovisual Productions and photos showing the progress of all projects must be taken where appropriate, so that they can be used in any publicity material.

2.2.6. Other essentials points

Conflict of interest: Any firm or expert participating in the preparation of a project must be excluded from participating in tenders based on this preparatory work, unless they can prove to Caribbean Export that the involvement in previous stages of the project does not constitute unfair competition.

Awarding principles: All contract awards, partially or totally financed by Caribbean Export, must respect the principles of transparency, proportionality, equal treatment and non-discrimination.

No retroactive awards: Contracts are considered to take effect from the date of signature of the last signatory.

Use of standard documents: Standard contracts and document formats must be used.

Record keeping: Subject to Caribbean Export’s policy on access to documents, written records of the entire tendering and contracting procedure must be kept confidential and retained by Caribbean Export for a period of seven years from payment of the balance. These must include the originals of all tenders submitted, together with the corresponding tender dossiers and any related correspondence.

2.3. Procurement procedure

The basic principle governing the award of contracts is competitive tendering. The purpose is twofold:

- to ensure the transparency of operations; and
- to obtain the desired quality of Services or Tangibles at the best possible price.

2.3.1. Which procurement procedure to apply?

The rules for applying the standard procurement procedures explained later in this section are summarised in the table below. They are divided between those for Services (e.g., technical assistance, studies, provision of know-how and training etc.), and
Tangibles (e.g., equipment, materials etc.). Once approval for an activity has been granted by the appropriate authority in Caribbean Export, Caribbean Export can proceed with tendering and contracting following these standard procedures. The thresholds given in the table are based on the maximum budget for the contract in question (including any co-financing). Where contracts are subdivided in lots, the value of each lot shall be taken into account when calculating the overall threshold.

**Note that projects must not be split artificially to circumvent the procurement thresholds.**

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>BDS &gt; $250,000</th>
<th>&gt; BDS $25,000 and ≤ BDS $250,000</th>
<th>&gt; BDS $6,000 and ≤ BDS $25,000</th>
<th>≤ BDS $6,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Open Tender Procedure</td>
<td>Prudent Shopping</td>
<td>Direct Agreement</td>
<td>Single Price Quotation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TANGIBLES</th>
<th>&gt; BDS $100,000</th>
<th>&gt; BDS $15,000 and ≤ BDS $100,000</th>
<th>&gt; BDS $10,000 and ≤ BDS $15,000</th>
<th>&gt; BDS $50 and ≤ BDS $10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Open Tender Procedure</td>
<td>Prudent Shopping</td>
<td>Direct Agreement</td>
<td>Single Price Quotation</td>
</tr>
</tbody>
</table>

**2.3.2. Open Tender Procedure**

Calls for tender are open where all interested economic operators may submit a tender. The contract is given maximum publicity through the publication of a notice in the appropriate media.

Under the open tender procedure, any natural or legal person wishing to tender receives upon request, the tender dossier, in accordance with the procedures laid down in the Procurement Notice. When the tenders received are examined, the contract is awarded by conducting the selection procedure (i.e., verification of the eligibility and of the financial, economic, technical and professional capacity of tenderers) and the procurement procedure (i.e., comparison of tenders).

**2.3.3. Fair competition**

The arrangements for competitive tendering and publicising contracts for Tangibles and Services depend on the contract value. They are set out in point 2.3.1.
In the case of mixed contracts covering a combination of Tangibles or Services, Caribbean Export determines that:

- Where the service component exceeds 60% of the total value, the procurement procedure for service contracts would apply.

- Where the tangible component exceeds 60% of the total value, the procurement procedure for tangible items would apply.

No contract may be split simply to evade compliance with the rules set out in this Guide.

Whatever the procedure used, Caribbean Export must ensure that conditions are such as to allow fair competition.

2.3.4. Selection and award criteria

Where contracts are awarded by open tender procedure, the following operations are always performed:

2.3.4.1 General principles

The Caribbean Export will draw up clear and non-discriminatory selection criteria. The following selection criteria apply in every procurement procedure:

- the eligibility of the tenderer or candidate to take part in the procedure, checks having been carried out on the possible grounds for exclusion;
- criteria for assessing its financial, economic, technical and professional capacity.

Caribbean Export may lay down minimum capacity levels below which it cannot select candidates. Any tenderer or candidate may be asked to prove that it is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

Caribbean Export shall specify in the procurement notice or in the call for expressions of interest or the invitation to submit a tender, the references chosen to test the status and the legal capacity of tenderers or candidates. The information requested by Caribbean Export as proof of the financial, economic, technical and professional capacity of the candidate or tenderer and the minimum capacity levels required fixed by the selection criteria may not go beyond the subject of the contract and shall take account of the legitimate interests of the economic operators as regards in particular the protection of the firm's technical and business secrets.
For service and tangibles procedures, only successful tenderers have to supply the above mentioned proofs before the award of the contract.

2.3.5. Tender procedure with “suspension clause”

In exceptional and duly justified cases, tender procedures may be published with a suspension clause. This means that a tender procedure is launched before a financing decision is issued or a financing agreement signed between Caribbean Export and the beneficiary country; the award of that contract is therefore subject to the conclusion of the financing agreement and the provision of funding. Because of its implications, the existence of a suspension clause must be explicitly mentioned in the procurement notice. The tender procedure will invariably be cancelled if Caribbean Export's decision-making procedure is not completed or the financing agreement is not signed.

2.3.6. Cancellation of tender procedure or extension of submission deadline

Caribbean Export may, before the contract is signed, cancel the procurement procedure without the candidates or tenderers being entitled to claim any compensation. Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no response at all;
- if there are fewer than four eligible candidates (refer to 3.3.2)
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available or bids are not substantially responsive;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

Where fewer than four (4) applications have been received, the deadline for submission of tenders may be extended for a maximum of four (4) weeks.

If after the extended deadline has passed and fewer than four (4) applications have been received, the applications will be forwarded to the panel for review to determine the eligibility, as noted in Section 3.3.2.

If a procurement procedure is cancelled, all tenderers must be notified in writing and as soon as possible of the reasons for the cancellation. A cancellation notice must be published in the event that a tender is cancelled.

After cancelling a tender procedure, Caribbean Export may decide:

- to launch a new tender procedure;
- to open negotiations with one or more tenderers who comply with the selection

Caribbean Export Development Agency on behalf of the CARIFORUM Directorate of the CARICOM Secretariat
criteria, provided that the original terms of the contract have not been substantially altered (this option is not available if the reason for cancellation is that there have been irregularities in the tender procedure which may have prevented fair competition or if there are fewer candidates than four in a restricted procedure for services);

- not to award the contract.

Whatever the case, the final decision is taken by Caribbean Export. In no event will Caribbean Export be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender even if Caribbean Export has been advised of the possibility of damages. The publication of a procurement notice does not commit Caribbean Export to implement the programme or project announced.

2.3.7. Ethics clauses

Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or Caribbean Export during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender.

Without Caribbean Export's prior written authorisation, a contractor and its staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.

This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor. When putting forward a candidacy or tender, the candidate or tenderer must declare that it is affected by no potential conflict of interest and that it has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during performance of the contract, the contractor must immediately inform Caribbean Export.

Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by tenderers unless the prior approval of Caribbean Export has been obtained.

The contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without Caribbean Export's prior approval. It may not commit Caribbean Export in any way without its prior written consent.
For the duration of the contract, the contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to Caribbean Export.

The contractor and its staff are bound to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor during the performance of the contract are confidential.

The contract governs the contracting parties' use of all reports and documents drawn up, received or presented by them during the performance of the contract.

The contractor must refrain from any relationship likely to compromise its independence or that of its staff. If the contractor ceases to be independent, Caribbean Export may, regardless of injury, terminate the contract without further notice and without the contractor having any claim to compensation.

Caribbean Export reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if Caribbean Export fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with Caribbean Export.

More specifically, all tender dossiers and contracts for Tangibles and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

The contractor undertakes to supply Caribbean Export on request with all supporting documents relating to the conditions of the contract's execution. Caribbean Export may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Contractors found to have paid unusual commercial expenses on projects funded by the
Caribbean Export are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving Caribbean Export funds.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, tenderer or contractor from other Caribbean Export contracts and in penalties. The individual or company in question must be informed of the fact in writing.
It is the obligation of Caribbean Export to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

2.3.8. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition Caribbean Export directly. Caribbean Export must reply within 90 days of receipt of the complaint. If this procedure fails, the tenderer may have recourse to procedures established under the Contracting Authority country's national legislation.

2.4. Contract size

If appropriate, in order to achieve economies of scale, to ensure maximum co-ordination between related activities and to keep programme administration as simple as possible, care must be taken to design projects to allow for maximum contract size and consequently to avoid the unnecessary fragmentation of programmes into a series of small contracts.

2.5. Terms of Reference and Technical Specifications

The purpose of Terms of Reference (for service contracts) and Technical Specifications (for tangibles contracts) is to give instructions and guidance to contractors at the tendering stage about the nature of the tender they will need to submit and to serve as the contractor's mandate during project implementation. The Terms of Reference or Technical Specifications will be included in the Tender Dossier and will become an annex of the eventual contract awarded as a result of the tender.

The thorough preparation of the Terms of Reference or Technical Specifications is extremely important for the ultimate success of the project. It is important to ensure that the project has been properly conceived, that the work is carried out on schedule and that resources will not be wasted. Therefore greater effort during project preparation will save time and money in the later stages of the project cycle.

Terms of Reference, Technical specifications and budget must afford equal access for candidates and tenderers and not have the effect of creating unjustified obstacles to
competitive tendering. They define the characteristics required of a product, service or material or work with regard to the purpose for which they are intended by Caribbean Export. Those characteristics include:

- the quality levels;
- environmental performance;
- design for all requirements (including accessibility for disabled people);
- the levels and procedures of conformity assessment;
- fitness for use;
- safety or dimensions, including, for Tangibles, the sales name and user instructions, and, for all contracts, terminology, symbols, testing and test methods, packaging, marking and labelling, production procedures and methods.

The Terms of Reference or Technical Specifications are prepared by Caribbean Export. It is helpful to consult all parties involved in the proposed project in preparing Terms of Reference or Technical Specifications. This should improve both the quality of the project as well as the commitment of the beneficiaries.

Given the technical complexity of many contracts, the preparation of the tender dossier particularly the Technical Specifications/Terms of Reference - may require the assistance of one or more external technical specialist(s). Once the Tender Dossiers have been finalised the tender procedure should be launched as soon as possible. The Terms of Reference or Technical Specifications contained in a tender dossier - the basis for the project work-plan - must reflect the situation at the time of project start-up so as to avoid considerable effort having to be spent re-designing the project during the inception period.

2.6. **Procedural rules on arbitration of contracts**

The conditions of contract shall include provisions dealing with the applicable law and the forum for the settlement of disputes.

2.7. **The Evaluation Committee**

2.7.1. **Composition**

Tenders are opened and evaluated by an Evaluation Committee appointed by Caribbean Export comprising a voting Chairperson, a non-voting Secretary and an even number of voting members (minimum of four). The voting members must possess the technical and administrative capacities necessary to give an informed opinion on the tenders. The Evaluation Committee members should attend all meetings. Any absence must be recorded and explained in the Evaluation Report. All voting members of the Evaluation Committee have equal voting rights. Members of the Evaluation Committee must sign a confidentiality statement at each Evaluation Committee meeting.
2.7.2. Confidentiality

Any Evaluation Committee member or observer who has a potential conflict of interest due to a link with any tenderer must declare it and immediately withdraw from the Evaluation Committee. He/She will be excluded from participating further in any capacity in the evaluation meetings.

Any Evaluation Committee member who withdraws from the Evaluation Committee for whatever reason must be replaced and the evaluation process must be restarted. Any assessment by a voting member withdrawing from the Committee at whatever stage of the evaluation has to be disregarded.

No information about the examination, clarification, evaluation or decisions about the contract award can be disclosed before the signature of the contract by Caribbean Export and the successful tenderer. Any attempt by a tenderer to influence the process in any way (whether by initiating contact with members of the Evaluation Committee or otherwise) may result in the immediate exclusion of its tender from further consideration. In order to maintain the confidentiality of the proceedings, participation in the Evaluation Committee meetings is strictly limited to the members of the Evaluation Committee designated by Caribbean Export and any authorised observers.

The tenders should be kept in a safe place when not in use and should not leave the room/building in which the committee meetings take place before the conclusion of the work of the Evaluation Committee. The Evaluation Committee members should attend all meetings. Any absence must be recorded and explained in the Evaluation Report. All voting members of the Evaluation Committee have equal voting rights.

2.7.3 Responsibilities of the Evaluation Committee members

The Chairperson is responsible for coordinating the evaluation process in accordance with the procedures of the Operations Manual and for ensuring its confidentiality and transparency. The voting members of the Evaluation Committee have collective responsibility for decisions taken by the Committee.

The Secretary to the Committee is responsible for carrying out all administrative tasks connected with the evaluation procedure. These will include:

- Keeping the minutes of all meetings of the Evaluation Committee and the relevant records and documents
- Registering attendance at meetings and compiling the Evaluation Report and its supporting annexes.

Any request for clarification requiring communication with the tenderers during the evaluation process must be conducted in writing. Copies of any such communication must be annexed to the Evaluation Report.
If a tender infringes the formal requirements, the Evaluation Committee may use its discretion to decide whether or not it should be considered during the rest of the evaluation process, while ensuring the equal treatment of tenders and in accordance with the principle of proportionality. Whatever the Evaluation Committee decides, this must be fully recorded and justified in the Evaluation Report. Tenders falling e.g. in the following situations should not be rejected:
- Tenders submitted in fewer number of copies than required;
- The tenderer has failed to sign or contains a scanned signature (the signature can be requested subsequently – if not obtained, the tender must be rejected)

2.7.4. Timetable

The Evaluation Committee should be formed early enough, to ensure the availability of the designated members during the period necessary to prepare and conduct the evaluation process. The tender evaluation should be completed as soon as possible to allow the successful tenderer to be notified by Caribbean Export (after all necessary approvals) within the tender validity period specified in the tender dossier.

2.7.5. Period of validity

Tenderers are bound by their tenders for the period specified in the letter of invitation to tender and/or in the tender dossier. This period must be sufficient to allow Caribbean Export to examine tenders, approve the contract award proposal, notify the successful tenderer and conclude the contract. The period of validity of tenders is fixed at 90 days from the deadline for the submission of tenders.

In exceptional cases, before the period of validity expires, Caribbean Export may ask the tenderers to extend the period for a specific number of days, which may not exceed 40 days.

The successful tenderer must maintain its tender for a further 60 days from the date of notification of award. The further period of 60 days is added to the initial period of 90 days irrespective of the date of notification.

2.8. Award of the contract

2.8.1. Notifying the successful tenderer

Before the period of validity of tenders expires, and on the basis of the approved evaluation report, Caribbean Export notifies the successful tenderer in writing that its tender has been accepted and draws attention to any arithmetical errors which were corrected during the evaluation process.
This notification to the successful tenderer implies that the validity of the successful tender is automatically extended for a period of 60 days. The further period is added to the initial period of 90 days irrespective of the date of notification. At the same time, Caribbean Export requests the successful tenderer i.e. to submit the evidence required by the tender dossier to confirm the declarations made in the tender submission form **within 15 days** of the date of the notification letter. Caribbean Export must examine the evidence submitted by the successful tenderer before sending the contract to the tenderer for signature. Whenever, an extension of the period of validity is requested, tenderers shall not be requested or be permitted to change the quoted price or other conditions of their tenders.

### 2.8.2. Contract preparation and signature

In preparing the contract for signature, Caribbean Export must proceed as follows: Prepare a contract dossier using the following structure:

- a) Copy of the procurement notice
- b) Shortlist Report,
- c) Tender Opening Report,
- d) Evaluation Report, and any other relevant information
- e) Three originals of the proposed contract, which is based on the standard contract template
- f) Letter of notification to the successful tenderer

On receipt of the two signed originals from the successful tenderer, check that they correspond strictly to those sent originally, and send one original to the Operations Department and the other to the officer in charge of the activity.

The contract takes effect on the date of the later signature. The contract cannot cover earlier services or enter into force before this date.

### 2.8.3. Publicising the award of the contract

Caribbean Export informs candidates and tenderers of decisions reached concerning the award of the contract as soon as possible, including the grounds for any decision not to award a contract for which there has been competitive tendering or to recommence the procedure.

Caribbean Export must:

- send the other tenderers a standard letter within 15 days from receipt of the countersigned contract;
- record all statistical information concerning the procurement procedure including the contract value, the names of the other tenderers and the successful tenderer.
2.9. Modifying contracts

Contracts may need to be modified if the circumstances affecting project implementation have changed since the initial contract was signed. Contract modifications must be formalised through an addendum to the contract. Such an addendum must be signed by the contracting parties. Changes of address, changes of bank account, and changes of auditor (in the case of service contracts) may simply be notified in writing by the contractor to Caribbean Export, although this does not affect the right of Caribbean Export to oppose the contractor's choice of bank account or auditor.

2.9.1. General principles

The following general principles must always be respected:
A contractor's request for contract modifications should not automatically be accepted by Caribbean Export. There must be justified reasons for modifying a contract. Caribbean Export must examine the reasons given and reject requests which have little or no substantiation.

The purpose of the addendum must be closely connected with the nature of the project covered by the initial contract. Major changes, such as a fundamental alteration of the Terms of Reference/Technical Specifications, cannot be made by means of an addendum as the addendum must not alter the competition conditions prevailing at the time the contract was awarded.

Requests for contract modifications must be made (by one contracting party to the other) well in advance to allow for the addendum to be signed by both parties before the expiry of the execution period of the contract.

For complementary services, a new contract should be signed. For additional services, an addendum should be prepared.

2.9.2. Preparing an addendum

In preparing an addendum, Caribbean Export must proceed as follows:

1) Any addendum modifying the budget must include a replacement budget showing how the full budget breakdown of the initial contract has been modified by this addendum (and any previous addenda)
2) If the budget is modified by the proposed addendum, the payment schedule must also be modified accordingly, taking into account any payments already made in the course of the contract.
3) Sign and date all the originals of the addendum.
4) Send the three signed originals of the addendum to the contractor, who must countersign them within 30 days of receipt and return two originals to Caribbean Export.
5) On receipt of the two signed originals from the contractor, send one original to the Operations Unit and the other to the officer in charge of the activities. The addendum takes effect on the date of the later signature.
3. SERVICE CONTRACTS

3.1. Introduction

Technical and economic support in the course of cooperation policy involves recourse to outside know-how on the basis of service contracts, most of them for studies or technical assistance.

Study contracts may include studies for the identification and preparation of projects, feasibility studies, economic and market studies, technical studies, evaluations and audits. Technical assistance contracts (fee-based) are used where a service provider is called on to play an advisory role, to manage or supervise a project, or to provide the experts specified in the contract.

Technical assistance contracts often only specify the means, i.e., the contractor is responsible for performing the tasks entrusted to it in the Terms of Reference and ensuring the quality of the services provided. Payment for these contracts is dictated by the resources and services actually provided.

3.2. Procurement procedures

3.2.1. Open Tender Procedure

All service contracts greater than BDS $250,000 must be awarded by Open Tender Procedure following the publication of a procurement notice as laid down in point 3.3.1.

3.2.2 Prudent Shopping

Contracts with a value greater than BDS $25,000 but less than or equal to BDS $250,000 are based on comparing price quotations obtained from three (3) contractors to assure competitive prices. Request for quotations must be formalised. No procurement notice needs to be published.

3.2.3 Direct Agreement

Contracts with a value greater than BDS $6,000 but less than or equal to BDS $25,000 are based on a Direct Agreement. At least two contractors should be considered. No procurement notice needs to be published.

3.2.4 Single Price Quotation

For values less than or equal to BDS $6,000 Caribbean Export will select contractors based on the submission of a single price quotation. Consider at least two contractors.
3.3 Publicity

In order to ensure the widest possible participation in the competitive tendering and the requisite transparency, Caribbean Export must publish procurement notices for all service contracts greater than BDS$250,000.

3.3.1 Publication of procurement notices

Procurement notices must be published locally through the appropriate media or in an electronic portal with free access. The full procurement notice must be available from the address referred to in the advertisement, together with the tender dossier.

Note that an Open Tender procedure must provide other eligible contractors with the same opportunities as local firms. No conditions seeking to restrict the participation of other eligible contractors are allowed (e.g., obliging such firms to be registered in the beneficiary country or to have won contracts there in the past).

In this procedure, there must be a minimum of 30 days between the date of publication of the procurement notice in the local press and the deadline for receipt of tenders.

If it proves impossible to identify potential tenderers in the case of an open tender procedure, a corrigendum notice setting out eventual changes to the tender dossier must be published. The deadline for the submission of tenders may be extended to allow tenderers to take account of the changes. Possible clarifications during the tender procedure will be provided to all tenderers.

3.3.2. Establishment of shortlists from publication of procurement notices

The Short-listing of candidates must be carried out by a panel appointed by Caribbean Export possessing the technical and administrative capabilities necessary to give an informed opinion on the applications.

After examination of the responses to the procurement notice, the service providers offering the best guarantees for the performance of the contract will be short listed. The short list shall comprise of at least four (4) eligible candidates. Where fewer than four (4) eligible candidates are short listed, the panel shall provide full justification to the Evaluation Committee in the evaluation report.

Candidates not selected will be informed of that fact by Caribbean Export by means of a standard letter. Candidates who are selected will be notified of the decision to forward their application to the Evaluation Committee. Caribbean Export is responsible for preparing the shortlist notice.
3.3.3 Establishment of shortlists from letters of invitation

The Agency may invite applications from suitably qualified candidates. The Short-listing of candidates must be carried out by a panel appointed by Caribbean Export possessing the technical and administrative capabilities necessary to give an informed opinion on the applications. The Shortlist should preferably comprise contractors of the same category, similar capacity and business objectives.

After examination of the responses, the service providers offering the best guarantees for the performance of the contract will be short listed. The short list shall comprise of at least four (4) eligible candidates. Where fewer than four (4) eligible candidates are short listed, the panel shall provide full justification to the Evaluation Committee in the evaluation report. Caribbean Export may invite to submit a tender, only those candidates who satisfy the criteria to submit a tender.

Candidates not selected will be informed of that fact by Caribbean Export by means of a standard letter. Candidates who are selected will receive a letter of invitation to tender and the tender dossier. Caribbean Export is responsible for preparing the shortlist notice.

3.3.4. Drafting and contents of the tender dossier

It is vital that tender documents be carefully drafted not only for the proper execution of the contract but also for the sound functioning of the procurement procedure.

These documents must contain all the provisions and information that candidates invited to tender need to present their tenders: the procedures to follow, the documents to provide, cases of non-compliance, award criteria and their weightings, stipulations regarding subcontracting, etc. Caribbean Export is responsible for drawing up these documents.

The Tender Dossier shall include: (a) instructions to tenderers, (b) draft contract agreement, (c) the Terms of Reference (d) letter of invitation (where applicable) (e) technical evaluation grid, (f) financial evaluation grid, (h) expert details template, (h) the language to be used.

The tender dossier must clearly state whether or not the tender must be made with firm, non-revisable prices. The prices should normally be fixed and not subject to revision, but in specific cases a price revision clause might be justified.

3.3.5. Award criteria

The contract award criteria serve to identify the most economically advantageous tender. These criteria cover both the technical quality and price of the tender. The technical criteria allow the quality of technical offers to be assessed. The two main types of
technical criteria are the methodology and the curriculum vitae (CV) of the key experts proposed. The technical criteria may be divided into sub criteria. The methodology, for example, may be examined in the light of the Terms of Reference, the optimum use of the technical and professional resources available in the beneficiary country, the work schedule, the appropriateness of the resources to the tasks, the support proposed for experts in the field etc. CVs may be awarded points for such criteria as qualifications, professional experience, geographical experience, language skills, etc. Each criterion is allotted a number of points out of 100 distributed between the different sub-criteria. Their respective weightings depend on the nature of the services required and are determined on a case-by-case basis in the tender dossier.

The points must be related as closely as possible to the Terms of Reference describing the services to be provided and refer to parameters that are easy to identify in the tenders and, if possible, quantifiable.

The tender dossier must contain full details of the technical evaluation grid, with its criteria and sub-criteria and their weightings.

There must be no overlap between the selection criteria, which have been used to establish the shortlist and the award criteria which will be used to determine the best tender.

3.3.6. Additional information during the procedure

The tender dossier should be clear enough to avoid candidates invited to tender from having to request additional information during the procedure. If Caribbean Export, either on its own initiative or in response to the request of a short-listed candidate, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates at the same time.

Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders. Caribbean Export must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders. The questions and answers must form part of the evaluation report.

3.3.7. Deadline for submission of tenders

Tenders must reach Caribbean Export at the address and by no later than the date and time shown in the invitation to tender. The period for submission must be sufficient to guarantee the quality of tenders and so permit truly competitive tendering. Experience shows that too short a period prevents candidates from tendering or causes them to submit incomplete or ill-prepared tenders.
The minimum period between the dispatch of the letter of invitation or procurement notice to tender by Caribbean Export and the deadline for receipt of tenders is 30 days. However, this period may be adjusted as determined by Caribbean Export.

3.3.8. Period of validity

See point 2.7.5

3.3.9. Submission of tenders

Tenders must be submitted in accordance with the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "Envelope A - technical offer" and the other "Envelope B - financial offer". All parts of the tender other than the financial offer must be submitted in Envelope A. Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and may lead to rejection of the tender.

This system enables the technical offer and the financial offer to be evaluated successively and separately: it ensures that the technical quality of a tender is considered independently of the price. The tender must be submitted in accordance with the instructions to tenderers.

3.3.10. The Evaluation Committee

See point 2.7.

3.3.11. Stages in the evaluation process

3.3.11.1. Receipt and registration of tenders

On receiving tenders, Caribbean Export must register them mentioning the date and time of reception and provide a receipt for those delivered by hand. The envelopes containing the tenders must remain sealed and be kept in a safe place until they are opened. The outer envelopes of tenders must be numbered in order of receipt (whether or not they are received before the deadline for submission of tenders). Any tenders received after the closing time for submission shall be returned unopened.

3.3.11.2. Tender opening session

The Chairperson presents the purpose of the tender and explains the procedures to be followed by the Evaluation Committee, including the evaluation grid, award criteria and weightings specified in the tender dossier. The Committee must decide whether or not
tenders comply with the formal submission requirements at this stage (i.e., following the opening of the outer envelope and the opening of the technical offer). The Summary of tenders received, which is attached to the Tender Opening Report must be used to record the compliance of each of the tenders with the formal submission requirements.

The Chairperson must check that no member of the Evaluation Committee has a potential conflict of interest with any of the tenderers (on the basis of the shortlist, the tenders received, consortium members and any identified subcontractor).

3.3.11.3. Evaluation of offers

The Committee checks the compliance of tenders with the instructions given in the tender dossier. Any major formal errors or major restrictions affecting performance of the contract or distorting competition shall result in the rejection of the tender concerned. With the agreement of the other Evaluation Committee members, the Chairperson may communicate in writing with tenderers whose submissions require clarification, offering them the possibility to respond within a reasonable time limit to be fixed by the Committee.

The Committee then examines the technical offers, the financial offers remaining sealed. When evaluating technical offers, each member awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid (setting out the technical criteria, sub-criteria and weightings) laid down in the tender dossier. Under no circumstances may the Committee or its members change the technical evaluation grid communicated to the tenderers in the tender dossier.

Specimen: Technical Evaluation Grid

<table>
<thead>
<tr>
<th>Organisation and methodology</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rationale</td>
<td>20</td>
</tr>
<tr>
<td>Strategy</td>
<td>20</td>
</tr>
<tr>
<td>Timetable of activities</td>
<td>10</td>
</tr>
<tr>
<td>Total score for Organisation and methodology</td>
<td>50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key expert (s) (max 50 points)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and skills</td>
<td>10</td>
</tr>
<tr>
<td>General professional experience</td>
<td>10</td>
</tr>
<tr>
<td>Specific professional experience</td>
<td>30</td>
</tr>
<tr>
<td>Total score for Key expert (s)</td>
<td>50</td>
</tr>
</tbody>
</table>
If the tender dossier expressly permits variants, such variants are scored separately. All the variant solutions in the tenders must be evaluated on the basis of the points awarded to the criteria in the evaluation grid concerning such variants.

Each voting member of the Committee completes an evaluation grid to record his assessment of each technical offer in order to establish a general appreciation of strengths and weaknesses of the individual technical offers.

The Committee discusses each technical offer and each member awards it a final score. The Committee members may modify their individual evaluation grids as a result of the general discussion on the merits of each offer.

Once discussed, each Evaluation Committee member finalises his evaluation grid on each of the technical offers and signs it before handing it over to the Secretary of the Evaluation Committee. The Secretary must then compile a summary of the comments of the Committee members as part of the Evaluation Report.
In the case of major discrepancies, a full justification has to be provided by dissenting members during a meeting of the Evaluation Committee.

Once the Committee has established each technical offer's average score (the mathematical average of the final scores awarded by each voting member), any tender falling short of the 70-point threshold is automatically rejected. If no tender achieves 70 points or more, the tender procedure will be cancelled.

Out of the tenders reaching the 70-point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

Specimen Tender Evaluation Summary

**Part1: Technical Evaluation**

<table>
<thead>
<tr>
<th></th>
<th>Maximum possible</th>
<th>Tenderer 1</th>
<th>Tenderer 2</th>
<th>Tenderer 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator A</td>
<td>100</td>
<td>55</td>
<td>88</td>
<td>84</td>
</tr>
<tr>
<td>Evaluator B</td>
<td>100</td>
<td>60</td>
<td>84</td>
<td>82</td>
</tr>
<tr>
<td>Evaluator C</td>
<td>100</td>
<td>59</td>
<td>82</td>
<td>90</td>
</tr>
<tr>
<td>Total</td>
<td>300</td>
<td>174</td>
<td>254</td>
<td>256</td>
</tr>
</tbody>
</table>
### Average score (mathematical average)

<table>
<thead>
<tr>
<th>Score</th>
<th>174/3=58.00</th>
<th>254/3=84.67</th>
<th>256/3=85.33</th>
</tr>
</thead>
</table>

### Technical score (actual final score/highest final score)

<table>
<thead>
<tr>
<th>Score</th>
<th>Eliminated*</th>
<th>84.67/85.33=99.22</th>
<th>100.00</th>
</tr>
</thead>
</table>

* Only tenderers with average score of at least 70 points qualify for the financial evaluation.

#### 3.3.11.4. Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation (i.e., those which have achieved an average score of 70 points or more) are opened and all originals of the financial offers are initialled by the Chairperson and the Secretary of the Evaluation Committee.

- The Evaluation Committee has to ensure that the financial offer satisfies all formal requirements. A financial offer not meeting these requirements may be rejected. Any rejection on these grounds will have to be fully justified in the Evaluation Report.
- The Evaluation Committee checks that the financial offers contain no arithmetical errors. Any arithmetical errors are corrected without penalty to the tenderer.

The envelopes containing the financial offers of rejected tenderers following the technical evaluation must remain unopened and retained.

The total price comprises the fees (including employment-related overheads), the incidental expenditure and the provision for expenditure verification, which are specified in the tender dossier. This total contract value is compared with the maximum budget available for the contract. Tenders exceeding the maximum budget allocated for the contract may be eliminated as determined by the Evaluation Committee.

The “accepted” tender with the lowest total price receives 100 points. In the case of abnormally low tenders, the Evaluation Committee must request any relevant information concerning the composition of the tender. If, for a given contract, tenders appear to be abnormally low, Caribbean Export may, before rejecting such tenders on that ground alone, request in writing details of the constituent elements of the tender which it considers relevant and verify those constituent elements, after due hearing of the parties, taking account of the explanations received.
The others are awarded points by means of the following formula:

Financial score = \( \left( \frac{\text{lowest total fees}}{\text{total fees of the tender being considered}} \right) \times 100 \).

When evaluating financial offers, the Evaluation Committee compares only the total fees.

Specimen Tender Evaluation Summary

**Part 2: Financial Evaluation** *

<table>
<thead>
<tr>
<th></th>
<th>Maximum possible score</th>
<th>Tenderer 1</th>
<th>Tenderer 2</th>
<th>Tenderer 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total fees (: fees, direct/lump-sum costs etc)</td>
<td>Eliminated following technical evaluation</td>
<td>€ 951 322</td>
<td>€ 1 060 452</td>
<td></td>
</tr>
<tr>
<td>Financial score (lowest total fees/actual total fees x 100)</td>
<td>100</td>
<td>951 322/1 060 452 x100 = <strong>89.71</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Only tenderers with average scores of at least 70 points in the technical evaluation qualify for the financial evaluation.

**3.3.11.5. Conclusions of the Evaluation Committee**

The most economically advantageous tender is established by weighing technical quality against price on a 70/30 basis.

This is done by multiplying:

a. the scores awarded to the technical offers by 0.70

b. the scores awarded to the financial offers by 0.30.

Specimen Tender Evaluation

Summary Part 3: Composite

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Maximum possible</th>
<th>Tenderer 1</th>
<th>Tenderer 2</th>
<th>Tenderer 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical score x 0.70</td>
<td>Eliminated</td>
<td>99.22 x 0.70 = <strong>69.45</strong></td>
<td>100.00 x 0.70 = <strong>70.00</strong></td>
<td></td>
</tr>
<tr>
<td>Financial score x 0.30</td>
<td></td>
<td>100.00 x 0.30= <strong>30.00</strong></td>
<td>89.71 x 0.30= <strong>26.91</strong></td>
<td></td>
</tr>
<tr>
<td>Overall score</td>
<td>evaluation</td>
<td>69.45 + 30.00=</td>
<td>99.45</td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>------------------</td>
<td>----------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Final ranking</td>
<td></td>
<td>70.00 + 26.91=</td>
<td>96.91</td>
<td></td>
</tr>
</tbody>
</table>

The resulting, weighted technical and financial scores are then added together and the contract is awarded to the tender achieving the highest overall score. It is essential to make the calculations strictly according to the above instructions.

Where two tenders are acknowledged to be equivalent, preference is given:

(a) to the tenderer who: offers the best possible use of the physical and human resources
b) offers the greatest subcontracting possibilities to companies, firms or natural persons;

As a result of its deliberations, the Evaluation Committee may make any of the following recommendations:

Award the contract to the tenderer which has submitted a tender:
a. which complies with the formal requirements and the eligibility rules;
b. whose total budget is within the maximum budget available for the project;
   which meets the minimum technical requirements specified in the tender; dossier; and
c. which is the most economically advantageous tender (satisfying all of the above conditions).

Cancel the tender procedure in exceptional circumstances, such as:
d. None of the tenders satisfies the selection/award criteria of the tender procedure;
e. No tenders achieved the minimum threshold during the technical evaluation;

The entire procedure (technical and financial evaluation) is recorded in an Evaluation Report to be signed by the Chairperson, the Secretary and all voting members of the Evaluation Committee.

3.3.12. Cancelling the tender procedure

Caribbean Export may decide to cancel the tender procedure at any stage, but particularly in the light of the Evaluation Report, if:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no response at all;
the economic or technical data of the project have been fundamentally altered;  
if there are fewer than four eligible candidates (refer to 3.3.2)  
exceptional circumstances or force majeure render normal performance of the contract impossible;  
all technically compliant tenders exceed the financial resources available;  
there have been irregularities in the procedure, in particular where these have prevented fair competition.

In the event of cancellation of any tender procedure, tenderers must be notified of the cancellation by Caribbean Export in writing. Such tenderers shall not be entitled to compensation. When the tender procedure is cancelled before the opening session, the unopened and sealed envelopes must be returned to the tenderers.

3.3.13. Award of the contract

3.3.13.1. Notifying the successful tenderer

See point 2.8 and 2.3.5 (in the case of suspension clause)

3.3.13.2. Contract preparation and signature

See point 2.8.

3.3.13.3. Publicising the award of the contract

See point 2.8.

3.3.14. Provision and replacement of experts

Where the tender procedure involves the provision of technical assistance staff, the contractor is bound to provide the staff specified in the tender. This specification will be outlined in the expert (s) details template, (the key experts to be provided by the contractor must be identified and named in the contract). Should a company and/or proposed experts deliberately conceal the fact that all or some of the team proposed in their tender are unavailable from the date specified in the tender dossier for the start of the assignment, the Committee may recommend that the tenderer be excluded from the tender procedure.

Should Caribbean Export learn that such facts have been concealed after the contract has been awarded, it may decide to cancel the contract and either recommence the tender
procedure or award the contract to the tender ranked second by the Evaluation Committee (provided that that tender achieved the threshold of 70 points in the technical evaluation and is within the maximum budget available for the contract). Such behaviour may lead to a tenderer's exclusion from other contracts funded by Caribbean Export.

Where the experts are to be altered, a written request must be made to Caribbean Export prior to selection of the new experts (s). Caribbean Export has 30 days from the date of receipt of the request to reply. Written notification from Caribbean Export will determine if the proposed expert (s) is approved or denied, and must be received in a reasonably time by Caribbean Export, so as not to prejudice the contract’s outputs.

In the course of performance, Caribbean Export may also submit a substantiated written request for a replacement where it considers a member of staff incompetent or unsuitable for the purposes of the contract.

3.4. Modifying service contracts

See point 2.9
4. TANGIBLES CONTRACTS

4.1. Introduction

Tangibles items contracts cover the purchase of materials and small items/equipment.

4.2. Procurement Procedures

4.2.1 Open Tender Procedure

Tangible items with a value greater than BDS $100,000 is awarded by Open Tender Procedure in which the procurement notice is published in the local media or electronic portal with free access. (See point 4.3.1).

4.2.2 Prudent shopping

Tangible items with a value over BDS $15,000 and less than or equal to BDS $100,000 are based on Prudent Shopping. Price quotations are obtained from three (3) suppliers and compared to ensure competitive prices. No procurement notice needs to be published.

4.2.3 Direct Agreement

Tangible items greater than BDS $ 10,000 and less than or equal to BDS $15000 are awarded by Direct Agreement. Quotations are obtained from at least two (2) suppliers. No procurement notice needs to be published.

4.2.4 Single Price Quotation

Tangible Items greater than BDS $ 50.00 and less than or equal to BDS 10,000, Caribbean Export will select a contractor based on the submission of a single price quotation (Invoice).

4.3. Publicity

In order to ensure the widest possible participation in competitive tendering and the requisite transparency, a procurement notice must be published for every open tender procedure.

4.3.1. Publication of procurement notices

All Tangible items contract with a value greater than BDS $100,000 must be the subject of a procurement notice in any appropriate media or in an electronic portal with free access. In this case, the procurement notice is published in the beneficiary’s country and distributed by other appropriate media). The full procurement notice must be available
from the address referred to in the advertisement, together with the tender dossier.

**Note** that an open tender procedure must provide other eligible contractors with the same opportunities as local firms. No conditions seeking to restrict the participation of other eligible contractors are allowed (e.g., obliging such firms to be registered in the beneficiary country or to have won contracts there in the past).

In this procedure, there must be a minimum of 30 days between the date of publication of the procurement notice in the local press and the deadline for receipt of tenders.

If it proves impossible to identify potential tenderers in the case of an open tender procedure, a corrigendum notice setting out eventual changes to the tender dossier must be published. The deadline for the submission of tenders may be extended to allow tenderers to take account of the changes. Possible clarifications during the tender procedure will be provided to all tenderers.

### 4.3.2. Drafting and contents of the tender dossier

It is vital that tender documents be carefully drafted not only for the proper execution of the contract but also for the sound functioning of the procurement procedure.

These documents must contain all the provisions and information that tenderers need to present their tenders: the procedures to follow, the documents to provide, cases of non-compliance, award criteria, the language to be used etc. It may be desirable for representatives of the final beneficiaries to participate in the tender preparation at an early stage.

Technical specifications must afford equal access for candidates and tenderers and not have the effect of creating unjustified obstacles to competitive tendering. They define the characteristics required of a product, service or material with regard to the purpose for which they are intended by Caribbean Export. Those characteristics include:

- a) the quality levels;
- b) environmental performance;
- c) wherever possible, the accessibility criteria for people with disabilities or the design for all users;
- d) the levels and procedures of conformity assessment;
- e) fitness for use;
- f) safety or dimensions, including, for Tangibles, the sales name and user instructions, and, for all contracts, terminology, symbols, testing and test methods, packaging, marking and labelling, production procedures and methods;

Caribbean Export is responsible for drawing up these documents.
As with Terms of Reference for service contracts, particular attention must be paid to the preparation of the Technical Specifications for the Tangibles items. These are the key to successful procurement and a sound Tangibles contract and project.

The Technical Specifications indicate - the exact nature and performance characteristics of the Tangibles. Where applicable, they also specify delivery conditions and installation, training and after-sales service.

The purpose of the Technical Specifications is to define the required Tangibles precisely. The minimum quality standards, defined by the Technical Specifications, will enable the Evaluation Committee to determine which tenders are technically compliant.

Procurement notices must indicate whether or not tenderers may submit tenders for 'variant solutions'. Where variants are allowed by the tender dossier, Caribbean Export may take them into account when:

- they are submitted by the tenderer submitting the least expensive, compliant tender; and
- they meet the technical specifications required by the tender dossier, attaining at least the minimum quality and performance required.

Caribbean Export must clearly state in the tender dossier the minimum specifications to be respected by the variants and any specific requirements for their presentation.

Unless warranted by the nature of the contract, Technical Specifications mentioning or describing products of a given brand or origin and thereby favouring or excluding certain products are prohibited. However, where products cannot be described in a sufficiently clear or intelligible manner, they may be named as long as they are followed by the words "or equivalent".

The tender dossier shall include: (a) instructions to tenderers, (b) draft contract agreement, (c) technical specifications, (d) letter of invitation and (e) technical evaluation grid (f) financial evaluation grid.

The tender documents must clearly state whether a firm, non-revisable price must be quoted. The prices should normally be fixed and not subject to revision, but in specific cases a price revision clause might be justified.

4.3.3. Selection and award criteria

The selection criteria concern the tenderer's capacity to execute similar contracts. The selection procedure involves:
1. eliminating tenderers who are ineligible or fall into one of the situations described in point 2.2.2
2. checking that the tenderers' financial situation (financial and economic capacity) is sound;
3. verifying the tenderers’ technical and professional capacities, for example by looking at their average annual staffing levels, the size and professional experience of their management and the main services supplied and Tangibles delivered in the field in question in recent years.

Only successful tenderers have to supply supporting documents for the selection criteria before the award of the contract.

The award criteria applied to technically compliant tenders are price or, the most economically advantageous tender.

The criteria should be precise, non-discriminatory and not prejudicial to fair competition. All criteria specified in the tender dossier must be applied as such and cannot in any case be modified during the procedure. The technical evaluation will be based on the evaluation grid published in the tender dossier, which must not be modified in any way during the evaluation process. Given the wide variety of Tangibles and their technical nature, the grid must be individually developed for each tender.

**4.3.3.1. Tangible items contract not including ancillary services**

Price is the sole criterion for awarding Tangibles items contract not including ancillary services (such as after-sales services and training). All non-compliant tenders having already been eliminated, the contract is awarded to the tenderer submitting the least expensive, compliant tender.

If the selected tender exceeds the maximum budget available for the contract, Caribbean Export after cancelling the tender may negotiate with one or more tenderers of its choice, from among those that took part in the tender procedure provided that the initial conditions of the tender procedure are not substantially altered and the principle of equal treatment is observed.

**4.3.3.2. Tangible items contract including ancillary services**

Where a tangible item contract includes ancillary services (such as after sales services and/or training), the technical evaluation should take into account the quality of such services. All non compliant tenders having been eliminated, the contract is awarded to the tenderer offering the lowest price for both equipment and ancillary services together. If the selected tender exceeds the maximum budget available for the contract, Caribbean Export may negotiate with one or more tenderers of its choice, from among those that
took part in the tender procedure provided that the initial conditions of the tender procedure are not substantially altered and the principle of equal treatment is observed.

4.3.3.3. Particularly complex Tangibles

For particularly complex Tangibles, a combination of quality and price may be used as the basis for awarding the contract to the most economically advantageous tender. This should be limited to products with particular security/production/implementation constraints.

4.3.4. Additional information during the procedure

The tender dossier should be clear enough to avoid tenderers having to request additional information during the tender procedure. If Caribbean Export, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all other tenderers at the same time.

Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders. Caribbean Export must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders. The questions and answers shall form part of the Evaluation Report.

4.3.5. Deadline for the submission of tenders

Tenders must reach Caribbean Export at the address and, at the very latest, the date and time indicated in the tender dossier. The period for submission must be sufficient to guarantee the quality of tenders and so permit truly competitive tendering.

Experience shows that too short a period prevents candidates from tendering or causes them to submit incomplete or ill-prepared tenders. The deadline for submissions must fall on a working day in the country where Caribbean Export is located, and if possible be combined with the tender-opening session.

The minimum period between the date of publication of the procurement notice and the deadline for receipt of tenders is 30 days. However, this period may be adjusted as determined by Caribbean Export.

4.3.6. Period of validity

See point 2.7.5
4.3.7. Submission of tenders

Technical and financial offers must be placed in a single sealed envelope, itself placed in a package or outer envelope. The tender must be sent in accordance with the instructions to tenderers.

4.3.8. The Evaluation Committee

See point 2.7.

4.3.9. Stages in the evaluation process

4.3.9.1. Receipt and registration of tenders

On receiving tenders, Caribbean Export must register them mentioning the date and time of reception and provide a receipt for those delivered by hand. The envelopes containing the tenders must remain sealed and be kept in a safe place until they are opened. The outer envelopes of tenders must be numbered in order of receipt (whether or not they are received before the deadline for submission of tenders). Any tenders received after the closing time for submission shall be returned unopened.

4.3.9.2. Tender opening session

The Chairperson presents the purpose of the tender and explains the procedures to be followed by the Evaluation Committee, including the evaluation grid, award criteria and weightings specified in the tender dossier. The Committee must decide whether or not tenders comply with the formal submission requirements at this stage. The Summary of tenders received, which is attached to the Tender Opening Report must be used to record the compliance of each of the tenders with the formal submission requirements.

The Chairperson must check that no member of the Evaluation Committee has a potential conflict of interest with any of the tenderers (on the basis of the shortlist, the tenders received, consortium members and any identified subcontractor).

The Committee must decide whether or not tenders comply with the formal requirements. The minutes of this meeting must be recorded separately and be made available to the tenderers on request.
DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY

REF: RPTF-AGR/FIS/10/09

I, the undersigned, hereby declare that I agree to participate in the evaluation of the above-mentioned tender procedure. By making this declaration, I confirm that I have familiarised myself with the information available to date concerning this tender procedure. I further declare that I shall execute my responsibilities honestly and fairly.

I am independent1 of all parties which stand to gain from the outcome of the evaluation process2. To the best of my knowledge and belief, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, which might call into question my independence in the eyes of any party; and, should it become apparent during the course of the evaluation process that such a relationship exists or has been established, I will immediately cease to participate in the evaluation process.

I agree to hold in trust and confidence any information or documents ("confidential information") disclosed to me or discovered by me or prepared by me in the course of or as a result of the evaluation and agree that it shall be used only for the purposes of this evaluation and shall not be disclosed to any third party. I also agree not to retain copies of any written information or prototypes supplied.

Confidential information shall not be disclosed to any employee or expert unless they agree to execute and be bound by the terms of this Declaration.

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1. Taking into consideration whether there exists any past or present relationship, direct or indirect, whether financial, professional or of another kind

2. ie, all [ tenderers / applicants ]* who are participating in the [ tender / call for proposals ]*, whether individuals or members of a consortium, or any of the partners or subcontractors proposed by them

Caribbean Export Development Agency on behalf of the CARIFORUM Directorate of the CARICOM Secretariat
4.3.9.3. Evaluation of technical offers

Before conducting a detailed evaluation of the tenders, Caribbean Export checks that they comply with the essential requirements of the tender dossier.

A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them. Substantial departures or restrictions are those which affect the scope, quality or performance of the contract, differ widely from the terms of the tender dossier, limit the rights of Caribbean Export or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply.

Each offer is examined for compliance with the tender dossier, in particular that:
- the documentation is complete
- the language required by the tender dossier has been used

With the agreement of the other Evaluation Committee members, the Chairperson may communicate in writing with tenderers whose submissions require clarification, offering them the possibility to respond by fax within a reasonable time limit to be fixed by the Committee.

The detailed technical evaluation of the tenders takes place after the administrative compliance check. The criteria to be applied are those published in the tender dossier and, accordingly, the evaluation grid included in the tender dossier must be used. Under no circumstances may the Committee or its members change the evaluation grid communicated to the tenderers in the tender dossier. The purpose of this evaluation is to assess whether or not the competing tenders meet the minimum technical requirements and selection criteria.

Having evaluated the tenders, the Evaluation Committee rules on the technical compliance of each tender, classifying it as technically compliant or not technically compliant. Where contracts include after-sales service and/or training, the technical quality of such services is also assessed during the technical evaluation in accordance with the published criteria. If variants are allowed and if the tenderer submitting the compliant tender with the lowest price also has submitted a variant solution, the variant tender from this tenderer should also be evaluated.

Only tenderers with average score of at least 70 points qualify for the financial evaluation.

4.3.9.4. Choice of contractor

The successful tenderer is the one submitting the least expensive tender classified as "technically compliant" during the technical evaluation. It must be declared the successful
tender if it is equal to or lower than the maximum budget available for the contract. If the chosen tender exceeds the maximum budget available for the contract, then Caribbean Export may negotiate with one or more tendered of its choice from among those that took part in the tender procedure, provided that the initial conditions of the tender procedure are not substantially altered and the principle of equal treatment is observed.

In the case of abnormally low tenders, the Evaluation Committee must request any relevant information concerning the composition of the tender. If, for a given contract, tenders appear to be abnormally low, Caribbean Export may, before rejecting such tenders on that ground alone, request in writing details of the constituent elements of the tender which it considers relevant and verify those constituent elements, after due hearing of the parties, taking account of the explanations received. Caribbean Export may, in particular, take into consideration explanations relating to the:

a) economics of the manufacturing process, of the provision of services or of the construction method;
b) technical solutions chosen or the exceptionally favourable conditions available to the tenderer;
c) originality of the tender.

The justification for accepting or rejecting an abnormally low offer must be recorded in the Evaluation Report.

4.3.9.5. Conclusions of the Evaluation Committee

As a result of its deliberations, the Evaluation Committee may make any of the following recommendations:

Award the contract to the tenderer which has submitted a tender:

a. which complies with the formal requirements and the eligibility rules;
b. whose total budget is within the maximum budget available for the project;
c. which meets the minimum technical requirements specified in the tender dossier; and
d. which is the least expensive tender (satisfying all of the above conditions).

Cancel the tender procedure, for example when:

e. None of the tenders satisfies the selection/award criteria of the tender procedure

The entire procedure (technical and financial evaluation) is recorded in an Evaluation Report to be signed by the Chairperson, the Secretary and all voting members of the Evaluation Committee.
The entire evaluation procedure, including notification of the successful tenderer, must be completed while the tenders are still valid. It is important to bear in mind that the successful tenderer might be unable to maintain it’s tender if the evaluation procedure takes too long.

Subject to Caribbean Export’s policy on access to documents, the entire tender procedure is confidential from the end of the tender opening session to the signature of the contract by both parties. The Evaluation Committee’s decisions are collective and its deliberations must remain confidential. The Evaluation Report, in particular, is for official use only and may be divulged neither to tenderers nor to any party outside the authorised services of Caribbean Export.

4.3.10. Cancelling the tender procedure

Caribbean Export may decide to cancel the tender procedure at any stage, but particularly in the light of the Evaluation Report, if:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no response at all;
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In the event of cancellation of any tender procedure, tenderers must be notified in writing of the cancellation by Caribbean Export. Such tenderers are not entitled to compensation. They will be entitled to the immediate release of their tender guarantee (if required). When the tender procedure is cancelled before the opening session, the unopened and sealed envelopes must be returned to the tenderers.

4.3.11. Award of the contract

4.3.11.1. Notifying the successful tenderer

See point 2.8 and 2.3.5 (in the case of suspensive clause).

4.3.11.2. Contract preparation and signature

See point 2.8
4.3.11.3. Publicising the award of the contract

See point 2.8

4.4 Modifying tangible contracts

See point 2.9.

Under no circumstances can Caribbean Export increase the budget of the initial tangibles contract or agree to/arrange for the purchase of equipment that was not covered in the Technical Specifications of the initial tender and subsequent contract. The only exception to this rule is for additional deliveries by the original supplier intended either as a partial replacement of Tangibles or installations included in the original contract, or as an extension of existing Tangibles or installations where a change of supplier would oblige Caribbean Export to acquire equipment having different technical characteristics which would result in either incompatibility or disproportionate technical difficulties in operation and maintenance.
SECTION 4: TERMS OF REFERENCE
TERMS OF REFERENCE

SUPPORT FOR THE FORUM OF CARIBBEAN ACP STATES (CARIFORUM) IN THE AREAS OF AGRICULTURE AND FISHERIES IN RELATION TO THE IMPLEMENTATION OF THE COMMITMENTS UNDERTAKEN, AND OPPORTUNITIES CREATED BY THE ECONOMIC PARTNERSHIP AGREEMENT (EPA)

1. BACKGROUND

1.1. The agricultural and fisheries sectors in CARIFORUM countries have historically served as the most important bases for economic activity. As the economies have become more diversified, most notably in services such as tourism, financial services and others, the relative place of agriculture has declined. Nevertheless, from the viewpoint of poverty reduction, employment, export earnings, environmental management and a host of other factors, agriculture and fisheries continue to be essential elements of the economies of Caribbean countries.

1.2. Traditional export agriculture has for some time been facing significant challenges in many CARIFORUM countries. The sugar industry, for example, once the premier industry in almost all the countries, faces the challenge of transforming itself into one that depends less on the export of raw sugar to protected markets, into one that must diversify its output into value-added products. Similarly, the banana industry in several countries may not be able to survive in a liberalized market, which is a distinct possibility given the pressures being placed on the European banana import regime by Latin American suppliers. The rice industry, which is dominated by Guyana and Suriname, has shown some resilience even in the face of often fierce competition from the USA. The rum industry, once depending substantially on bulk production, has been transforming itself into a high-value sector with an international reputation. Other successes are to be seen in the tobacco, coffee and citrus industries. Thus, the capacity of the traditional export sectors to transform themselves should not be underestimated.

1.3. The highly diversified domestic production sub-sectors have potential for providing the basis for a variety of non-traditional exports, and the development of a range of fruit and vegetable based products (both fresh and processed) has been significant in improving the income streams of domestic producers. The potential for intra-regional trade in agro-based products remains unfulfilled partly because of poor transport links and market intelligence systems. There has, nevertheless, been some significant progress in the development of industries such as poultry. However, it remains true that the domestic production sector remains fragile and often vulnerable to competition from imports.

1.4. The fisheries sector is important to almost all CARIFORUM countries. Its importance lies not only in terms of supporting livelihoods and nutrition but in generating significant export earnings. Given the evidence that many of the fisheries are being exploited close to their potential, the issue of sustainable use has been high on the agenda of Caribbean governments and has given rise to regional collaborative efforts aimed at improving the scientific basis for management regimes.
1.5. The Caribbean Forum of ACP States (CARIFORUM) 3 and the European Union (EU) concluded negotiations of the Economic Partnership Agreement (EPA) in December 2007. The EPA covers a wide range of trade related issues, including a chapter in support of agriculture and fisheries, which is aimed at supporting the capacity of CARIFORUM member states in facing the challenges and in taking advantage of the opportunities created by the EPA.

1.6. While in respect of most of its sensitive agricultural and fisheries products CARIFORUM has either excluded them or subjected them to long tariff phase-out periods, there will be some liberalized products that could pose some competition for producers. These include some meat parts, fruits, vegetables, legumes, tobacco, ornamentals, edible oils, and fish. In relation to export opportunities created by the EPA, it should be noted that under the Cotonou Agreement there was a variety of agricultural products that either attracted duty, or were limited by quota. These (with the exception of sugar and rice, which will be subject to short transition periods) will now be duty and quota-free. They included almost all meat and dairy products, a range of fruits (including citrus), vegetables and cereals. The removal of restrictions on these products will provide CARIFORUM with the opportunity to exploit previously untapped possibilities, or to improve returns on existing production.

Regarding sugar, free access for Caribbean sugar under EPAs will be possible as from 1st October 2009, subject to an automatic safeguard mechanism as follows:

The free access will be suspended when two conditions are simultaneously met:-

1) total imports from ACPs reach 3,5 million

and

2) imports from ACP non-LDCs reach 1.38 million t in 2008/9, 1.45 million t in 2009/10 and 1.6 million t per marketing year in 2010/11-2014/15.

This mechanism allows for unlimited growth of LDC sugar exports to the EU, in line with EBA. But also for growth of non LDC ACP exports, since LDC exports are unlikely to fill in the short term the volume between 3,5 million T and the second (non LDC) ceiling. After 2015 the access of ACP sugar to the EC market will be fully liberalized.

1.7. In addition, the CARIFORUM EPA contains provisions on Geographical Indications (GIs), according to which no later than 1 January 2014 the CARIFORUM States shall establish a system of protection of GIs in their respective territories, which will allow for a mutual recognition of GIs. Additional background information is available in annex I.

2. Description of the assignment

2.1. The general objective of the study is to support the adaptation of the CARIFORUM agriculture and fisheries sectors to the changes implied by the establishment of the EPA at both regional and national level.

2.2 The immediate objective of this work is to a) conduct an assessment of the needs of CARIFORUM agriculture and fisheries sectors with regards to taking advantage of the opportunities created by the EPA; b) survey existing support activities in these areas (self-financed or financed by the European Community, its Member States or other donors); c) propose, design and quantify a programme for cooperation and support activities and addressing CARIFORUM needs that are not already being addressed; and d) draft a proposal for the funding of programmes and projects identified under c).

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3 CARIFORUM includes 14 CARICOM member states (Antigua and Barbuda; Bahamas; Barbados; Belize; Dominica; Grenada; Guyana; Haiti; Jamaica; St Kitts & Nevis; St Lucia; St Vincent & the Grenadines; Suriname; Trinidad & Tobago) plus the Dominican Republic.
2.3. The work will assess the needs both at the national level in each CARIFORUM country as well as determine those needs that should best be addressed at regional or sub-regional levels. Special attention will be paid to the needs of Haiti.

2.4. At the beginning of the assignment the team leader will establish contact and will meet at a venue to be confirmed with Caribbean Export/The Contracting Party and the RPTF co-chairs on the CARIFORUM and EC sides (DG Trade, DG DEV/AIDCO). The team leader will also establish contacts with other relevant experts, including those in Caribbean Export, the CARICOM and OECS Secretariats, the Caribbean Agricultural Research & Development Institute (CARDI), the Caribbean Regional Fisheries Mechanism (CRFM) and national ministries of agriculture and trade. He should also establish contact with the ACP Secretariat and the Programme Coordination Unit based in Brussels and in charge of the EU funded programme “All ACP Agricultural Programme”.

2.5. The consultancy team will subsequently carry out an inception phase, during which the following will reviewed:

(i) Activities in the agriculture and fishery sectors addressing EPA related needs in CARIFORUM Countries financed by CARIFORUM countries or any other donors;

(ii) Related studies that already identify weaknesses, sources of obstacles and/or opportunities (institutional, capacity, etc) in the CARIFORUM countries related to the adaptation to the EPA regime including the CARICOM Regional Transformation Programme.

2.6. The consultants will then submit a draft inception report describing the proposed methodology and detailed schedule to conduct the rest of the consultancy assignment, including field visits and (financial and human) resources available to the team.

2.7. [Caribbean Export/The Contracting Authority] and other relevant experts will provide comments within 5 working days on the basis of which the consultancy team will prepare the final inception report.

2.8. The consultancy team will then undertake field work, including inter alia but not exclusively consultations with:

(i) National ministries of agriculture and fisheries, other national bodies concerned with agriculture and fisheries, ministries of trade and public, private and other economic players/representatives in CARIFORUM Member States.

(ii) Regional and sub-regional bodies concerned with agriculture and fisheries;

(iii) Representatives of companies that exporting internationally, as well as farmers, traders and processors producing for the local and/or regional markets. It is important that these groups are treated separately considering that their economic environments, markets, regulatory frameworks, needs and potential are different and might require a different approach.

(iv) Caribbean Export, The CARICOM Secretariat, CSME Unit, the OECS Secretariat, CARIFORUM, CRNM, CARDI and CRFM.

(v) EC Delegations and representatives of EC Member States in CARIFORUM.

(vi) Relevant donors, other agencies, including the authorities of the French Overseas Departments.
2.9 Following the field work, the consultancy team will prepare a final report according to the reporting requirements detailed in paragraph 5 of the present terms of reference and containing the following:

i. A summary of existing needs by country and at the regional level to be addressed in order to ensure implementation of the commitments contained in the EPA Chapter on Agriculture and Fisheries; and a survey of existing support activities in these areas (financed by the European Community, its Member States or other donors);

ii. Based on considerations of efficiency, relevance and appropriateness, a prioritized list of programmes and projects at the national and CARIFORUM levels that will provide significant benefits for (a) the development of the national sectors (b) intra-regional investment and trade and (c) external trade. Prioritization will take into account actions that can be undertaken (i) in the short term (i.e. within two years after the entry into force of the EPA) and (ii) in the medium term (i.e. within six years after the entry into force of the EPA). Although the costing should be done for all proposed activities, detailed proposals will only be required for activities to be undertaken in the short term. Programmes and projects will focus on the following areas:

a. Identification of the supply-side constraints and main bottlenecks which need to be addressed to lift productivity. Improvement in the competitiveness of potentially viable production, including downstream processing through innovation, training, promotion of linkages and other support activities, in agricultural and fisheries products, including both traditional and non-traditional export sectors;

b. Development of export marketing capabilities, including market research, both for trade among CARIFORUM States and between the Parties, as well as the identification of options for the improvement of marketing infrastructure and transportation, and the identification of financing and cooperation options for producers and traders;

c. Compliance with and adoption of quality standards (including private standards) relating to food production and marketing, including standards relating to environmentally and socially sound agricultural practices and organic and non-genetically modified foods;

d. Promotion of private investment and public-private partnerships in potentially viable production;

e. Facilitating the development of alternative economic activities for the most vulnerable segments of the banana industry;

f. Improvement in the efficiency and competitiveness of the dairy industry

g. Difficulties met by enterprises (including small-scale operators and micro-enterprises) throughout the production/marketing chain in accessing financing and insurance mechanisms, difficulties which can impact on their growth, export and reconversion.

h. Building or strengthening the scientific and technical human and institutional capability at regional level for sustainable trade in fisheries products, including aquaculture; and

i. Mechanisms for strengthening the process of dialogue between CARIFORUM and the EU in the areas referred to above, and in related areas such as policy reform.

iii. Measures to rationalize and increase the coordination and effectiveness of current development assistance to support the objectives of this consultancy.
iv. An estimate of the costs and benefits of programmes and projects proposed giving indicative recurrent and capital costs implications;

v. A schedule of actions with timing, responsibilities and SWOT / Risk analysis, terms of reference and management arrangements for taking these forward;

vi. A draft financing proposal at the destination of any donors, advising on optimum intervention.

3. CONTRACTING AUTHORITY, LOCATION AND DURATION

3.1 The Contracting Authority of the present assignment is Caribbean Export Development Agency [hereinafter referred to as Caribbean Export]

3.2 The Contracting Authority will work closely with the CARIFORUM Directorate within the CARICOM Secretariat [hereinafter referred to as the CARICFORUM Directorate].

3.3 The Consultants are required to prepare a work plan and outline for the report based on these Terms of Reference prior to commencement of the field work. This document will be presented within 10 working days from the signature of the contract and will be validated after another 10 working days. Field missions will take place as of the validation of the work plan until the submission of the draft final report by the end of the fourth month from signature. The consultants will also take responsibility for incorporating recommendations within three weeks from the transmission of comments from the Contracting Authority.

3.4 The Consultant will be offered a lump-sum contract over five (5) months. A draft report must be submitted three weeks in advance of the final deadline of this contract.

3.5. Fieldwork will have to cover each of the 15 CARIFORUM Member states. Meetings in Brussels with Commission representatives (RPTF co-chairs and EPA technical negotiators) as well as DOMs representatives might also be required, as well as a closing meeting to present the results of the study.

3.6 The maximum duration of the assignment is set at 180 days, including the time for the preparation of comments on the draft final report, the finalization and translation [if agreed] of the report. This timeframe is based on the assumption that the versions of the submitted reports are of sufficient good quality and that no major or repeated versions are necessary. However [Caribbean Export/The Contracting Authority] reserves its right to request as many revisions of the report as may be declared necessary.

3.7. The consultants will carry out the assigned tasks according to the indicative schedule set out in the Table below starting from the date of issue of the contract.
### Indicative Schedule of Work

<table>
<thead>
<tr>
<th>Calendar days</th>
<th>Action</th>
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<tbody>
<tr>
<td>Day 1</td>
<td>Start of the Inception phase, contacts with appropriate people and meetings in Brussels and/or in the Caribbean Region (Guyana or Barbados); preparation of the draft inception report.</td>
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<tr>
<td>Day 9 –</td>
<td>Submission of the draft inception report</td>
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<tr>
<td>Day 16</td>
<td>Submission of comments and finalization of the inception report and Start of the Field work</td>
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<tr>
<td>Day 79 –</td>
<td>End of field work</td>
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<tr>
<td>Day 87</td>
<td>Submission and presentation of the draft report</td>
</tr>
<tr>
<td>Day 108</td>
<td>Submission of the comments on the draft final report</td>
</tr>
<tr>
<td>Day 115</td>
<td>Finalization of the report and discussion for follow up</td>
</tr>
</tbody>
</table>

### Indicative Breakdown per experts

<table>
<thead>
<tr>
<th>Expert category</th>
<th>Maximum Number of working days (six working day week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Category I (team Leader)</td>
<td>90</td>
</tr>
<tr>
<td>2. Category II</td>
<td>2x60</td>
</tr>
</tbody>
</table>

**Maximum Daily mission allowances (number of days per expert)**

- 15 countries in the Caribbean (+maybe one DOM) | 65 |
- Brussels                                       | 3  |

**Reimbursable expenditures**

- Cost Category
  - Long distance travel | Maximum 4
  - Local travels (including Brussels) | Maximum 30
  - Secretariat, Printing, Translation | Lumpsum

---

### 4. CHARACTERISTICS OF THE CONSULTANCY

**Expert Profile**

4.1 The consultancy work will be carried out by a team of three (3) consultants, with the team leader of category I and the other consultants will be of category II.

4.2 **The team leader** will be an international expert with at least 15 years relevant professional experience, supported by relevant professional qualifications and/or a university degree. The Team Leader will be expected to coordinate the activities of the team, receive the inputs of the other experts of the team and prepare and submit the reports required under the contract.
4.3 General Requirements

Essential experience includes:

(i) Knowledge of the CARIFORUM agriculture and fisheries sectors
(ii) Knowledge of the environment for export trade to the EU in agricultural and fisheries products.

Preferable experience includes:

(i) An understanding of regional institutional development and political processes.
(ii) Public sector institutional capacity development, project design and implementation.
(iii) EC project cycle management.
(iv) Experience in the Caribbean region.

The team leader will be supported by two additional experts with at least 10 years professional experience, supported by relevant profession qualifications and/or a university degree.

Essential experience includes:

(i) Public – private relations and partnerships.
(ii) Experience and knowledge of the Caribbean Region.
(iii) Economic and financial appraisal of investment and development projects, including experience relevant to Caribbean export.
(iv) Expertise in fisheries on the part of at least one of the consultants

TEAM LEADER

Qualifications and Skills

- Education up to postgraduate level in a subject relevant to the assignment such as an advanced degree in Economics, Information Technology, Business Management, International Trade/Relations, Law, or other related field of study. Caribbean experience would be a useful asset. In addition, the Consultants should have:

General Professional Experience

- At least 15 years relevant experience in business promotion, with a focus on SME development, and close linkages with private sector stakeholders in developing countries;
- A working knowledge of trade policy procedures and the legal framework within which companies operate across the CARIFORUM;
- The ability to facilitate and foster close collaboration and relationships between key stakeholders involved in each sector;
- Previous consulting experience and the ability to conduct incisive research and analyze critical data in fulfilment of the requirements and objectives of this assignment;
- Presentation and group delivery skills;

- Experience in Project Management

Specific Professional Experience

- Experience and knowledge of Agricultural and Fishery policies

Language Skills

- Excellent written and spoken English

**EXPERT I - AGRICULTURE**

Qualifications and Skills

- Education up to postgraduate level in a subject relevant to the assignment such as an advanced degree in Economics, Information Technology, Business Management, International Trade/Relations, Law, or other related field of study. Caribbean experience would be a useful asset. In addition, the Consultants should have:

General Professional Experience

- At least 10 years experience in business promotion, with a focus on SME development, and close linkages with private sector stakeholders in developing countries;

- A working knowledge of trade policy procedures and the legal framework within which companies operate across the CARIFORUM;

- The ability to facilitate and foster close collaboration and relationships between key stakeholders involved in each sector;

- Previous consulting experience and the ability to conduct incisive research and analyze critical data in fulfilment of the requirements and objectives of this assignment, with emphasis on the Agricultural Sector.

- Presentation and group delivery skills.

Specific Professional Experience

Experience and knowledge of Agricultural Policies.

Language

- Excellent written and spoken English

**EXPERT II - FISHERIES**

Qualifications and Skills

- Education up to postgraduate level in a subject relevant to the assignment such as an advanced degree in Economics, Information Technology, Business Management,
International Trade/Relations, Law, or other related field of study. Caribbean experience would be a useful asset. In addition, the Consultants should have:

**General Professional Experience**

- At least 10 years experience in business promotion, with a focus on SME development, and close linkages with private sector stakeholders in developing countries;

- A working knowledge of trade policy procedures and the legal framework within which companies operate across the CARIFORUM;

- The ability to facilitate and foster close collaboration and relationships between key stakeholders involved in each sector;

- Previous consulting experience and the ability to conduct incisive research and analyze critical data in fulfilment of the requirements and objectives of this assignment, with emphasis on the Fishery Sector

- Presentation and group delivery skills.

**Specific Professional Experience**

Experience and knowledge of Fishery Policies.

**Language**

- Excellent written and spoken English

**Budget and Payment Schedule**

4.4 The total cost of the consultancy will not exceed €160,000 including professional fees, all travel (international, local and allowances), the required lump sums as per 4.4. and other expenses incurred by the Consultant, such as for telecommunications, secretariat etc.

4.5 Within the limit of the overall budget, the consultant is required to set aside i) a lump sum of €12,000 for the purposes of air fares (requirements to be defined later as stipulated in 3.4 above) and ii) a contingency of €25,000 for the possible organisation of a workshop (as stipulated in 2.3. iii. The potential mobilisation of the latter is subject to the written request and in line with the terms to be defined by the Contracting Authority.

4.6 The Consultant will be paid in the following manner, upon submission of signed invoices to the Contracting Authority. All work must be completed to the satisfaction of Caribbean Export subject to the inputs of the CARIFORUM Directorate

**Payment Terms**

(i) First payment of 20% of the contract value on submission of an inception report by .........., and approval by Caribbean Export and the CARIFORUM Directorate by ............... 

(ii) Second payment of 30% of the contract value by ........ on submission of a draft interim report by ........... and approval by Caribbean Export and the CARIFORUM Directorate by.............

(iii) Third payment of 30% of the contract value by ............... on submission of the draft final report by ........... and approved by Caribbean Export and the CARIFORUM Directorate by ..............
(iv) Final payment of 20% of the contact value by ........on submission of the final report by ........and approved by Caribbean Export and the CARIFORUM Directorate by ..........

**Supervision**

4.7 The Consultant will be supervised by the Caribbean Export who will have responsibility for overseeing the work of the Consultant and compliance with the scope of work. The consultant will work closely with Caribbean Export and liaise with the Office of Trade Negotiations and the ICT Unit at CARICOM Secretariat, CARICAD and with agencies in individual CARIFORUM states that have responsibility for information and communication technologies.

5. **Reporting**

5.1 In addition to what is set out in paragraph 2.9 the *Final Report* will include the following:

(i) A clear and appropriately structured problem analysis taking account of the background to these Terms of Reference and other available information, including:
   a. The region’s key constraints in terms of infrastructure, human resources, capacity and institutions with respect to the development/expansion of intra-regional and EU/international trade;
   b. The existence or otherwise of national or regional policies to tackle these various constraints in a sustainable manner;
   c. The existence or otherwise of strategies and programmes by donors and international institutions to tackle these various constraints in a sustainable manner.

(ii) Analysis of lessons learned from past experience, stocktaking of current/ongoing initiatives by the EU, other donors, national governments and international organisations.

(iii) An assessment of the potential for development of intra-regional trade (including trade with neighbouring non-CARIFORUM countries and territories) and the key constraints to be addressed and the supportive regional capacity that needs to be put in place in that regard.

(iv) An assessment of external markets where real potential gains exist in terms of value, and the supportive capacity needed.

(v) Identification and integration of key stakeholders and target groups, ensuring the highest possible degree of local ownership.

(vi) Identification of any immediate actions that could promote longer term strategic options to increase the overall contribution of agriculture and fisheries to the regional economy.

(vii) Recommendations to optimise and rationalise resources that already exist including complementary measures in order to assure a better coordination of the aid provided to CARIFORUM.

(viii) Recommendations for actions by other agencies and other EC programmes at the policy, programme and institutional level, including measures to support better co-ordination.

(ix) A methodology to prioritise actions in terms of impact, target group and ease of delivery, selecting actions deliverable within various timeframes.

(x) A draft Financing Proposal, at the destination of any potential donor, advising on an optimum intervention.
5.2. In addition to the requirements of the terms of reference core text, the Final Report will take into account the following key issues:

(i) CARIFORUM policies and strategies relevant to the target sectors.
(ii) Sub-regional and national planning frameworks for the sectors.
(iii) EU legislation and policies that affect both the export of products to the EU, and the domestic CARIFORUM markets.
(iv) CARIFORUM/EU EPA Chapter on Agriculture and Fisheries.
(v) Existing EU-ACP support for the sectors.
(vi) Existing CARIFORUM proposals for support in the fields of agriculture, fisheries and related areas.
(vii) Background to agriculture and fisheries in CARIFORUM in general as set out in Annex I.
(viii) Ongoing relevant regional, national and international development projects.
(ix) Possibilities of enhancing trade and cooperation with the Overseas Departments and Territories (French Guyana, Guadeloupe, Martinique, St. Martin/St. Maarten, Curacao, Aruba, Bonaire), including financing opportunities (in particular ERDF) and development of technical capacities.
(x) The special needs of Haiti, and Haiti/Dominican Republic cooperation efforts and opportunities.

5.3. All reports (Inception and Final Reports) should be submitted in English.

5.4. The main body of the final report will preferably not exceed 50 pages, including an executive summary and summary tables as necessary. Technical annexes should be used to set out any detail, background documentation, financing proposals and technical comment.

5.5. The submission of draft inception and final reports and comments will be scheduled as described in the Table “indicative schedule of work” under point 4.

5.6. The draft final report should be presented to Caribbean Export/The Contracting Authority and the Co-Chairs of the RPTF. Caribbean Export/The Contracting Authority will provide consolidated comments within 5 working days of receipt of the draft Inception Report; and within 15 working days of receipt of the draft final report.

5.7. The consultant will have 5 working days to incorporate the comments and provide a revised draft final report for final approval.

5.8. For each draft and final report, the consultant will provide one (1) electronic and (2) paper versions to Caribbean Export/The Contracting Authority.

6. SUBMISSION OF PROPOSALS

6.1 Suitable candidates are invited to submit their proposals to Caribbean Export no later than November 9, 2009.

6.2 Proposals should be addressed to:

Manager, Operations
Caribbean Export Development Agency
Hastings Main Road
Christ Church
Barbados
Email: tender@carib-export.com
Annex I: Background to the Agricultural and Fisheries sectors’ issues related to intra-CARIFORUM trade and trade between CARIFORUM and the EU

Agriculture and Fisheries in CARIFORUM

The agricultural and food production sectors in CARIFORUM countries have historically served as the most important bases for economic activity. As the economies have become more diversified, most notably in services such as tourism, financial services and others, the relative place of agriculture has declined. Nevertheless, from the viewpoint of poverty reduction, employment, and export earnings, environmental management and a host of other factors, agriculture continues to be an essential element of the economies of Caribbean countries.

In 7 of the 15 countries, the contribution of primary agriculture to GDP in 2000 was equal to or exceeded 10% while in the remainder, with one exception, the contribution ranged from 3% to more than 7%. In terms of employment, the proportion of the labour force engaged in the sector varies from a low of 8% in oil-producing Trinidad & Tobago to over 60% in Haiti. Figures for other countries ranged from 20% to 40%. Dependence on agriculture is amplified in the cases of countries dependent on the banana industry for their livelihoods, for example in St. Lucia, where over 60,000 persons, or a third of the population, depend on the industry.

However, traditional measures of output underestimate the importance of agriculture and it is clear that the contribution of the sector, through its backward and forward linkages (both nationally and intra-regionally), far exceeds its accounting value as revealed by GDP statistics. For example, manufacturing industries based on agricultural raw materials, such as food processing, are not usually counted as agriculture. Neither is it generally recognized that a significant portion of the services sector is either dependent on or is closely related to agriculture, other rural based activities and the transformation of natural resources. A study by the Inter-American Institute for Cooperation on Agriculture (IICA) of several hemispheric countries reveals that, using a broader measure of the agro-food activities, the sector accounted for 30% of GDP in 1997, much higher than the 7% reported in official statistics. The same applies to estimates of the rural population. According to a World Bank study, while rural natural resource activities only account for 12 percent of regional GDP in the Latin American and Caribbean region (LAC), their effect on national growth and poverty reduction is nearly twice as large due to the forward linkages to other economic activities and their high contribution to exports.

In the case of the Caribbean, where tourism is a leading sector in many countries, the net value of the sector to the economies is dependent on the extent to which it absorbs local production.

The agricultural sector in CARIFORUM countries has historically been characterized by a dual structure. On the one hand, the highly organized and capitalized export-oriented sector, which had its origins in the colonial period, commanded much of the available physical and other resources. On the other, the peasant-type small-scale operations geared mainly to domestic markets, have traditionally been disadvantaged in terms of their ability to achieve high levels of productivity.

Traditional export agriculture has for some time been facing significant challenges in many CARIFORUM countries. The sugar industry, for example, once the premier industry in almost all the countries, is now a fraction of its former self and faces the challenge of transforming itself into one that depends less on the

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export of raw sugar to protected markets, into one that must diversify its output into value-added products. Similarly, the banana industry in several countries may not be able to survive in a liberalized market, which is a distinct possibility given the pressures being placed on the European banana import regime by Latin American suppliers.

There is, however, potential for the development of non-traditional production based both on the traditional export sectors and on the domestic food sectors. The rum industry, which is closely aligned with the sugar industry, has demonstrated its ability to move from the production and export of bulk rum to high-end branded products. The export of a range of fruit and vegetable based products (both fresh and processed) has also been significant in improving the income streams of domestic producers.

The potential for intra-regional trade in agro-based products remains unfulfilled partly because of poor transport links. There is, however, a long tradition of intra-regional trade in these products and the challenge remains to develop programmes and infrastructure that support trade as well as encourage new activities.

The fisheries resources of the CARIFORUM region play a vital role in terms of nutrition, food security, livelihoods of fishing communities and export earnings. Although accurate figures tend not to be available, annual production has been growing since the 1950s reaching about 125,000 metric tons\(^6\) valued at approximately US$500 million in 1999. Exports have also been growing steadily and in 1999 were valued at approximately US$150 million. The US market is the major destination and exported products are dominated by high-value items such as shrimp, lobster, tuna, queen conch, deep-water red snapper and grouper. The EU market is considered to be a highly lucrative one but the inability of many countries to comply with its stringent food safety requirements means that only a few CARIFORUM countries currently export to that market. In a region with high levels of unemployment, the fisheries sector is an important source of livelihoods – approximately 142,000 persons are employed. Recreational fishing (often aligned to the tourist industry) is also of increasing commercial importance. Commercial aquaculture has also grown in the last decades with Jamaica, Belize and Suriname being the leaders.

Many of the region’s commercially important species are reported to be either fully exploited or overexploited. These include conch, lobster, shrimp, shallow shelf reef fishes and some of the large pelagic species. There are, on the other hand, underutilized resources including some offshore pelagics, squid, deep-slope fishes and some coastal pelagics.

CARIFORUM governments have acknowledged that the long-term sustainable development of their fisheries resources will only be possible if there is improved management based on accurate knowledge and understanding of the resource systems, the needs and perspectives of the stakeholders and the economic and other factors influencing the growth of the sector.

**AI.2 Status of Regional Policy**

Regional policy on agriculture is expressed though several avenues. One is in respect of the commitments by members of CARICOM to a Community Agricultural Policy, as set out in the Revised Treaty of Chaguaramas (Part Two of Chapter Four). Another is expressed though the provisions of the CARICOM/Dominican Republic Free Trade Agreement. At the level of the Organization of Eastern Caribbean States (OECS), an Agricultural Development Strategy has been approved by that group’s heads of government. At the national level, each country has an agricultural development strategy (some more elaborate than others)

\(^6\) This does not include the catch of the distant water fleet that are registered in the region and which fly flags of convenience.
The Community Agricultural Policy has as its main aim the transformation of the sector towards greater market orientation and international competitiveness, improved income opportunities and poverty alleviation, the efficient production and export of traditional and non-traditional products in primary and processed form, while ensuring efficient management of the region’s natural resources. The Policy calls for the establishment of a variety of support systems and institutional capabilities at the regional level, including those relating to technology, knowledge dissemination, financing systems, marketing, processing, land tenure, sanitary and phytosanitary measures, policy analysis, and international trade.

CARICOM is presently implementing a Regional Transformation Programme (RTP) for agriculture of which the Jagdeo Initiative7 is the action plan. The Initiative is built around nine “key binding constraints” to the transformation of the sector against which programmes, projects, and other interventions are being formulated. These are

1. Inadequate Financing and Investment in the Sector
2. Outdated/Inefficient Agricultural Health and Food Safety (AHFS) Systems
3. Inadequate Research and Development
4. Fragmented and Disorganized Private Sector
5. Inefficient Land and Water Distribution and Management Systems
6. Deficient and Uncoordinated Risk Management Measures
7. Inadequate Transportation (especially for perishables)
8. Weak and Non-integrated Information/Intelligence Systems
9. Lack of Skilled Human Resources

For each of the constraints, coordinating mechanisms and projects have been or are being devised. In addition, there is a process of enterprise development, led by the private sector, aimed at identifying and supporting production streams that have the potential to be internationally competitive regional enterprises.

A donor conference for the Jagdeo Initiative was held on June 2, 2007 at which both regional and national projects were presented for the consideration of funding agencies. As this is a CARICOM initiative, it does not include the Dominican Republic.

The OECS agricultural policy framework recognizes the changing international environment in which the sector operates, particularly in respect of the erosion of trade preferences, and the stricter enforcement of trade-related regulations. The required response is one in which a policy environment supportive of the emergence of competitive firms is put in place. The diversity of production structures must also be recognized with smallholders, semi-commercial and larger-scale (including food processing) operators being provided with the appropriate types of support. The disappointing performance of the sector over the last decade, driven largely by the decline in the banana and sugar industries, must be arrested. The imperatives of agricultural export diversification, including agro-tourism linkages, are central to the policy framework.

The free trade agreement between CARICOM and the Dominican Republic lists agriculture among the areas in which commercial and economic relations are to be strengthened. The agreement also provides for an Agricultural Experts Group, which has the responsibility for periodically reviewing the market access provisions relating to agricultural goods.

National agricultural policy in the Dominican Republic emphasises the following:

- Increasing agro-exports though infrastructure support, market research and support for compliance with SPS and other technical standards

7 Named for the President of Guyana, Mr. Bharrat Jagdeo, who is CARICOM’s Lead Head of Government for agriculture
• Food security – including financing and special arrangements for supporting producers in obtaining bank loans, support for on-farm services such as irrigation and land preparation
• Poverty alleviation in rural areas – including assistance in land preparation and input supply (seeds, fertilizers etc)
• Reform and modernization of the public agricultural sector, including reforms to the ministry of agriculture and other public organizations
• Private Sector interface – maintaining close relations with a number of producer organizations on matters of policy and programming

CARIFORUM countries have embraced a policy of promoting closer regional cooperation in order to effectively address the management of fisheries due to the shared nature of the resources, similarity of development goals, commonality of problems, and the limited capacity of individual countries. This commitment has been expressed though a number of regional and sub-regional agreements, protocols and initiatives, including the February 2002 agreement establishing the Caribbean Regional Fisheries Mechanism (CRFM), the Cartagena Convention and associated Protocol Concerning Specially Protected Areas and Wildlife, the Agreement Establishing a Common Fisheries Surveillance Zone among the Organization of Eastern Caribbean States, and Article 60 of the Revised Treaty of Chaguaramas (Fisheries Management and Development).

AI.3 Existing Capacities of CARIFORUM States

There is a variety of institutional support systems for agricultural and food systems throughout the region. At the national level, each country has a ministry of agriculture (MOA), which is the primary vehicle for promoting and regulating the sector. MOAs normally house the plant and animal health protection facilities and administer the relevant legislation and are also normally responsible for fisheries. At the CARICOM level, the Caribbean Agricultural Research & Development Institute (CARDI) is the prime institution charged with promoting agricultural technological systems in its member countries and is particularly valuable for those countries in the Eastern Caribbean not having their own national research entities. Supporting the national and regional organizations are multilateral and hemispheric technical agencies such as the Food & Agriculture Organization of the UN (FAO) and the Inter-American Institute for Cooperation on Agriculture (IICA). Financial support is also received from a variety of bilateral and other agencies.

The Caribbean Regional Fisheries Mechanism (CRFM) has as its main objectives the following:

• the efficient management and sustainable development of marine and other aquatic resources within the jurisdictions of Member States;
• the promotion and establishment of co-operative arrangements among interested States for the efficient management of shared, straddling or highly migratory marine and other aquatic resources; and
• the provision of technical advisory and consultative services to fisheries divisions of Member States in the development, management and conservation of their marine and other aquatic resources.

AI.4 EU and donor’s funded Programmes.

The major regional donor-supported programmes in agriculture are those provided by the EU for rice to the amount of 24 Mio euros, rum to the amount of 70 Mio euros (in accordance with the Declarations attached to the Cotonou Agreement) and for sugar (in the context of the “Accompanying Measures” at the national level to assist the sector to adapt to the EU reform of its sugar regime.)

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8 this list is not comprehensive and will need to be completed by the consultant) Need to refer to accompanying measures on sugar (for Caribbean countries part of the Sugar Protocol : Barbados, Belize, Guyana, Jamaica, St Kitts, Suriname, Trinidad)
Through the 9th EDF Regional Programme, in particular the Caribbean Integration Support Programme (total budget of 36.9 Mio euros), provision of 862,000 euros is made to support the Region in developing national agricultural strategies and programmes as well as support to the promotion of agrobusinesses in the Region. The support will be coordinated by the CARICOM secretariat together with the CSME Unit in Barbados.

The EC is funding with 45 million EUR the ALL ACP Agricultural Commodities Programme, covering partly the Caribbean. The overall objective of the Programme is to improve incomes for producers from traditional or other agricultural commodities and reduce income vulnerability at both producer and macro level. In the framework of that programme, some baseline information is currently being collected by implementing international organisations (FAO, WB, CFC, ITC, UNCTAD) on the importance of the agricultural commodities in the region, on the main stakeholders and on the state of strategy development in the sectors. A seminar should be organised by the Programme in the Caribbean in 2008. Therefore, it is recommended that the consultants for the present study liaise with the ACP-Secretariat in Brussels and with the Programme Coordination Unit.

The EU is also providing substantial support by means of the Special Framework of Assistance (SFA) for traditional banana-exporting countries (Grenada, Suriname, Jamaica, Dominica, SVG, St Lucia). The SFA is expiring next year (but implementation will be running for another couple of years).

With respect to fisheries, the following projects are on-going:

- The ACP-EU Fisheries Project, “Strengthening of Fisheries and Biodiversity Management in ACP Countries”, which was initiated in late 1997 and has the participation of the Bahamas, the Dominican Republic, Haiti and Suriname, in addition to twelve CARICOM countries. The ACP-EU Biodiversity Project is funded by all the ACP components of the Seventh European Development Fund, Lome IV.

- The "Integrated Caribbean Regional Agricultural and Fisheries Development Program - Fisheries Component" (CARIFORUM), funded by the European Union under Lome IV, which is intended to augment the efforts of CFRAMP and extend it to the other four CARICOM countries, namely Bahamas, Haiti, Dominican Republic and Suriname. Implementation of this project commenced in August of 1999.

- The Community Based Coastal Resource Management project (CBCRM) in the Caribbean is supported by the International Development Research Centre (IDRC) of Canada. This project addresses the development of the Multi-Stakeholders Approach to Coastal Zone Management. Implementation of this project commenced in September 1999.9

- There is an EU funded Programme “Strengthening Fishery Products Health Conditions in the ACP/OCTs countries” (SFP), with a total budget of 42,675,200 euros for ACP countries. The Programme will end in November 2010. The programme funded a study to assess the needs of the Caribbean fishery sector to comply with the EC SPS standards, which was completed at the end of 2006. The recommendations are with CARIFORUM for further consideration and funding identification.
### Annex II

#### List of abbreviations

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>ACP</td>
<td>African, Caribbean and Pacific Countries</td>
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<tr>
<td>AHFS</td>
<td>Agriculture Health and Food Safety</td>
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<tr>
<td>CARDI</td>
<td>Caribbean Agricultural Research &amp; Development Institute</td>
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<tr>
<td>CARICOM</td>
<td>Caribbean Community</td>
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<td>CARIFORUM</td>
<td>Caribbean Forum of the ACP States</td>
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<tr>
<td>CIDA</td>
<td>Canadian International Development Agency</td>
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<tr>
<td>CRFM</td>
<td>Caribbean Regional Fisheries Mechanism</td>
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<td>CRNM</td>
<td>Caribbean Regional Negotiating Machinery</td>
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<tr>
<td>CSME</td>
<td>CARICOM Single Market and Economy</td>
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<tr>
<td>EPA</td>
<td>Economic Partnership Agreement</td>
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<td>EU</td>
<td>European Union</td>
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<td>FAO</td>
<td>Food &amp; Agriculture Organization of the United Nations</td>
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<td>IICA</td>
<td>Inter-American Institute for Cooperation on Agriculture</td>
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<td>ITC</td>
<td>International Trade Council</td>
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<td>MOA</td>
<td>Ministry of Agriculture</td>
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<td>OECS</td>
<td>Organisation of Eastern Caribbean States</td>
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<td>RPTF</td>
<td>Regional Preparatory Task Force</td>
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<td>RTP</td>
<td>Regional Transformation Programme</td>
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<tr>
<td>SFA</td>
<td>Special Framework of Assistance</td>
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<td>WB</td>
<td>World Bank</td>
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SECTION 5: ORGANISATION & METHODOLOGY

To be completed by the tenderer

(1) RATIONALE

- Any comments on the Terms of reference of importance for the successful performance of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract.

- An opinion on the key issues related to the achievement of the contract objectives and expected results

- An explanation of the risks and assumptions affecting the performance of the contract

(2) STRATEGY

- An outline of the approach proposed for contract performance

- A list of the proposed activities considered to be necessary to achieve the contract objectives

- The related inputs and outputs

- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them

- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the performance of the contract

(3) TIMETABLE OF ACTIVITIES

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time

- The identification and timing of major milestones in the performance of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference
### SECTION 6: KEY EXPERTS

<table>
<thead>
<tr>
<th>Name of expert</th>
<th>Proposed position</th>
<th>Years of experience</th>
<th>Age</th>
<th>Nationality</th>
<th>Educational background</th>
<th>Specialist areas of knowledge</th>
<th>Experience in beneficiary country</th>
<th>Languages and degree of fluency (VG, G, W)</th>
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</tr>
</tbody>
</table>
CURRICULUM VITAE

Proposed role in the project:

1. Family name:

2. First names:

3. Date of birth:

4. Nationality:

5. Civil status:

6. Education:

<table>
<thead>
<tr>
<th>Institution (Date from - Date to)</th>
<th>Degree(s) or Diploma(s) obtained:</th>
</tr>
</thead>
</table>

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

<table>
<thead>
<tr>
<th>Language</th>
<th>Reading</th>
<th>Speaking</th>
<th>Writing</th>
</tr>
</thead>
</table>

8. **Membership of professional bodies:**

9. **Other skills:** (e.g. Computer literacy, etc.)

10. **Present position:**

11. **Years within the firm:**

12. **Key qualifications:** (Relevant to the project)
13. **Specific experience in the region:**

<table>
<thead>
<tr>
<th>Country</th>
<th>Date from - Date to</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

14. **Professional experience**

<table>
<thead>
<tr>
<th>Date from - Date to</th>
<th>Location</th>
<th>Company</th>
<th>Position</th>
<th>Description</th>
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<tr>
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</tbody>
</table>

15. **Other relevant information** (eg, Publications)
## SECTION 7: BUDGET

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Unit</th>
<th># of units</th>
<th>Unit rate (in EUR)</th>
<th>Costs (in EUR)</th>
<th>Unit rate (in EUR)3</th>
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<tbody>
<tr>
<td>1. Human Resources</td>
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<td></td>
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<td></td>
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<tr>
<td><strong>Subtotal Human Resources</strong></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2. Travel</td>
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<td>0</td>
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<tr>
<td><strong>Subtotal Travel</strong></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>3. Equipment and supplies</td>
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<td></td>
<td></td>
<td>0</td>
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<td></td>
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<tr>
<td><strong>Subtotal Equipment and supplies</strong></td>
<td></td>
<td></td>
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<td>0</td>
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<tr>
<td>4. Local office</td>
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<tr>
<td><strong>Subtotal Local office</strong></td>
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<td>0</td>
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<tr>
<td>5. Other costs, services</td>
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<td></td>
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<tr>
<td><strong>Subtotal Other costs, services</strong></td>
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<td></td>
<td></td>
<td>0</td>
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<tr>
<td>6. Total eligible costs (9+10)</td>
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</table>

**Note:**
The above amount must not be broken down further.
## SECTION 8: ADMINISTRATIVE COMPLIANCE GRID

<table>
<thead>
<tr>
<th>Tender envelope number</th>
<th>Tenderer name</th>
<th>Tenderer submission form duly completed? (Yes/No)</th>
<th>Tenderer’s declaration (signed by each consortium member, if appropriate)? (Yes/No)</th>
<th>Language as required? (Yes/No)</th>
<th>Organisation &amp; methodology exists?</th>
<th>Key experts (list + CVs)?</th>
<th>Key experts are present in only one tender?</th>
<th>All key experts have signed statements of exclusivity &amp; availability? (Yes/No)</th>
<th>Sub-contracting statement acceptable? (Yes/No/Not Applicable)</th>
<th>Nationality of EDF key experts/ sub-contractors eligible?</th>
<th>Overall decision? (Accept / Reject)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

**Chairperson's name**

<table>
<thead>
<tr>
<th>Chairperson's signature</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>
### SECTION 9: EVALUATION GRID

<table>
<thead>
<tr>
<th>Organisation and methodology</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rationale</td>
<td>20</td>
</tr>
<tr>
<td>Strategy</td>
<td>20</td>
</tr>
<tr>
<td>Timetable of activities</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total score for Organisation and methodology</strong></td>
<td><strong>50</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key experts</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Key expert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and skills</td>
</tr>
<tr>
<td>General professional experience</td>
</tr>
<tr>
<td>Specific professional experience</td>
</tr>
<tr>
<td><strong>Total score for Key experts</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Overall total score</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
</tr>
</tbody>
</table>

Evaluation performed by:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Caribbean Export Development Agency on behalf of the CARIFORUM Directorate of the CARICOM Secretariat

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SECTION 10: SERVICE TENDER SUBMISSION FORM

REF: RPTF-AGR/FIS/10/09
Contract title: ____________________________

One signed original of this tender submission form (including original signed statements of exclusivity and availability from all key experts proposed), a completed financial identification form and a completed legal entity file (only for the Leader) as well as declarations from the Leader and all members (in the case of a consortium) must be supplied, together with three copies.

1 SUBMITTED by (ie, the identity of the Tenderer)

<table>
<thead>
<tr>
<th>Name(s) and address(es) of legal entity or entities submitting this tender</th>
<th>Nationality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader</td>
<td></td>
</tr>
<tr>
<td>Member</td>
<td></td>
</tr>
<tr>
<td>Etc ...</td>
<td></td>
</tr>
</tbody>
</table>

2 CONTACT PERSON (for this tender)

<table>
<thead>
<tr>
<th>Name</th>
<th>Organisation</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
<th>e-mail</th>
</tr>
</thead>
</table>

3 DECLARATION(S)

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format. (For consortia, the declaration of the Leader must be a signed original but those of other members may be copies).

4 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:
• Organisation & Methodology
• Key experts (comprising a list of the key experts and their CVs)
• Tenderer's declaration (including one from every consortium member, in the case of a consortium)
• Statements of exclusivity and availability signed by each of the key experts
• Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

We recognise that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts funded by the EC.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure, unless the Contracting Authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in (7) of the Instructions to tenderers. Signed on behalf of the tenderer

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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Signature</td>
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<tr>
<td>Date</td>
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</tbody>
</table>
SECTION 11: FORMAT OF THE DECLARATION REFERRED TO IN POINT 3 OF THE TENDER SUBMISSION FORM

To be submitted on the headed notepaper of the legal entity concerned
<Date>

Manager Operations
Hastings Main Road
Mutual Building
Christ Church
Barbados

Our ref: XXXXXX

Dear Sir/Madam

TENDERER'S DECLARATION

We <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual tenderer);

- are not in any of the situations excluding us from participating in contracts which are listed in the Open Tender Procedures;

- agree to abide by the ethics clauses in the Open Tender Procedures and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this tender;

- and have only included data in the tender concerning the resources and experience of our legal entity;

- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract;

- fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts financed with Caribbean Export's funds;
Furthermore, we acknowledge that, should we provide any inaccurate or incomplete information deliberately in this tender, we shall also be subject to financial penalties representing 2% - 10% of the total value of the contract being awarded. Contractors who have been found to have seriously failed to meet their contractual obligations will receive financial penalties representing 2% - 10% of the total value of the contract in question. That rate may be increased to 4% - 20% in the event of a repeat offence within five years of the first infringement;

We recognise that our tender may be excluded should we propose the same key expert as another tenderer or should we propose a key expert who is engaged in another project financed by Caribbean Export where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract.

In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in the Open Tender Procedures. The date on the evidence or documents provided will be no earlier than one (1) year before the deadline for submission of tenders. In addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully

<Signature of authorised representative of the legal entity >
< Name and position of authorised representative of the legal entity >

Caribbean Export Development Agency on behalf of the CARIFORUM Directorate of the CARICOM Secretariat
SECTION 12: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

REF: RPTF-AGR/FIS/10/09

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer <tenderer name> in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
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</table>

I confirm that I am not engaged in another Caribbean Export funded project in a position for which my services are required during the above periods.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by Caribbean Export.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or force majeure, the tenderer may be subject to exclusion from other tender procedures and contracts funded by Caribbean Export and that the notification of award of contract to the tenderer may be rendered null and void.

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<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Signature</td>
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<tr>
<td>Date</td>
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</table>
### SECTION 13: FINANCIAL IDENTIFICATION FORM

#### ACCOUNT NAME

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<th>ACCOUNT NAME&lt;sup&gt;(1)&lt;/sup&gt;</th>
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<table>
<thead>
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<th>ADDRESS</th>
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<table>
<thead>
<tr>
<th>TOWN/CITY</th>
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<table>
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<table>
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<tr>
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#### CONTACT

<table>
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<table>
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<table>
<thead>
<tr>
<th>E-MAIL</th>
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#### BANK

<table>
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<table>
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<tr>
<th>BRANCH ADDRESS</th>
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#### REMARKS:

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#### BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE

(Both Obligatory)<sup>(3)</sup>

#### DATE + SIGNATURE ACCOUNT HOLDER:

(Obligatory)

<table>
<thead>
<tr>
<th>DATE</th>
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</table>

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<sup>(1)</sup> The name or title under which the account has been opened and not the name of the authorized agent

<sup>(2)</sup> If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

<sup>(3)</sup> It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.
SECTION 14: LEGAL ENTITIES

PRIVATE COMPANIES

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<th>TYPE OF COMPANY</th>
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<thead>
<tr>
<th>NGO</th>
<th>YES</th>
<th>NO</th>
<th>(Non-Governmental Organisation)</th>
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<tbody>
<tr>
<td>NAME(S)</td>
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<table>
<thead>
<tr>
<th>ABBREVIATION</th>
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<td>TOWN/CITY</td>
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<tr>
<td>VAT (1)</td>
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</table>

PLACE OF REGISTRATION

DATE OF REGISTRATION

REGISTRATION No (2)

PHONE

FAX

E-MAIL

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:
1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE