



Part 1

INSTRUCTIONS TO TENDERERS

CONTRACT REFERENCE No.: CB/TC2: 0921/02

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this Request for Proposal (RFP). 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 submitting, selecting, and implementing contracts by the CARICOM Implementation Agency for Crime and Security (IMPACS), in conformity with IMPACS' approved procedures. Special attention should be paid to the **tender submission procedure** outlined in **section 8**, as a result of the COVID-19 pandemic.

1. Services to be provided

The services required by the CARICOM IMPACS are described in the Terms of Reference. They are set out in the Draft Contract Agreement, (Part 2 of this RFP).

2. Timetable¹

	DATE	TIME*
Deadline for requesting clarification from CARICOM IMPACS	8th November, 2021	4pm
Last date for the CARICOM IMPACS to issue clarification	15th November, 2021	-
Deadline for submitting tenders	30 th November, 2021	4pm
Completion date for evaluating technical offers	6th December, 2021	-
Notification of award	10 th December, 2021	-
Contract signature	17 th December, 2021	-
Start date	10 th January, 2021	-

¹ All dates and times are provisional. Times relate to local time (Trinidad and Tobago).



3. Participation and subcontracting

- a) If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology and the Tender Submission Form. For this purpose, individual experts recruited for the project as key or non-key experts are not regarded as sub-contractors.
- b) Even if subcontracting is allowed, the tenderer must intend to provide the majority of the services itself.

4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the **CARICOM IMPACS** must be written in English.

The tender must comprise of a Technical Offer, Administrative Documents and a Financial offer, which must be **submitted electronically in separate files** (see section 8). Failure to fulfil the requirements in clause 8 will constitute a formal error and may result in rejection of the tender.

4.1. Technical offer

The Technical offer must include the following documents:

(1) **Tender submission form** (included in this RFP) including:

- a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purposes of which are as follows:
 - The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
 - Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out 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.

Any expert working on any other project, irrespective of the source of finance, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender **must not** overlap with dates on which he/she is committed to work as a key expert on any other contract.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in the preparation of the project.



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The expert concerned will be excluded from this tender procedure and may also be excluded from other contracts of CARICOM IMPACS.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, CARICOM IMPACS expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts, providing that qualifications and experience are at least equivalent to those of the experts(s) that were initially proposed.

The contract between the tenderer/Consultant and its key experts shall contain a provision that it is subject to the approval of CARICOM IMPACS

- b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
 - c) A completed **Financial Identification form** (see Annex VII) to indicate the bank account into which payments should be made if the tender is successful. If the tenderer has already signed another contract with CARICOM IMPACS, it may provide instead a copy of the financial identification form provided on that occasion, unless it has changed in the period in-between.
 - d) The **legal entity file** and supporting documents. (If the tenderer has already signed another contract with CARICOM IMPACS, it may provide a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the period in-between).
 - e) 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** (Annex III), to be drawn up by the tenderer using the format provided in Annex II.
- (3) **Key experts** (Annex V). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in Section 7.1 of the Terms of Reference in Annex II, and they are subject to evaluation according to the evaluation grid, which is included in this RFP.

Annex V to the draft contract contains the templates that tenderers must use, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. Each CV should be no longer than 2 pages and only one CV must be provided for each position identified in the Terms of Reference. Note that the CVs 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.

Tenderers must provide the following documents for any key experts proposed:



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- a copy of the diplomas mentioned in their CVs,
- a copy of employer certificates or references proving the professional experience indicated in their CVs.

Only diplomas and documented experience will be considered.

- (4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the Evaluation Committee. Their positions and responsibilities may be defined in Section 7.1 of the Terms of Reference in Annex II.
- (5) Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion from other contracts of CARICOM IMPACS.

4.2. Financial offer

The Financial offer must be presented in United States dollars (USD) and must include the 'Budget for a global-price contract' document (see Annex IV of this RFP).

Tenderers are advised that the maximum budget available for this contract, is: USD \$50,000.00. Payments under this contract will be made in the currency of the tender.

5. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. In exceptional cases, before the period of validity expires, CARICOM IMPACS may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification.

7. Additional information before the deadline for submitting tenders

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



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

Email: projects@carimpacs.org

CARICOM IMPACS has no obligation to provide clarification after this date; 17th November, 2021 (i.e. 14 days before the closing date).

Any tenderer seeking to arrange individual meetings with CARICOM IMPACS concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the RFP will be communicated simultaneously in writing to all tenderers at the latest, the 17th November, 2021.

No information meeting is planned.

No site visit is planned.

Visits by individual prospective tenderers during the tender period are not allowed.

8. Submission of tenders

Tenders must be sent to the contracting authority **before 4:00 p.m. (AST) on November 30th, 2021**. They must include the requested documents in clause 4 above. Due to the COVID-19 pandemic and the response of the Government of Trinidad and Tobago, CARICOM IMPACS has taken the decision to **ONLY** accept tenders that are submitted electronically. **Tenderers are therefore advised to submit an email to projects@carimpacs.org indicating their intention to submit a tender.** CARICOM IMPACS will then provide you with the instructions and a specific secure link for the submission of your tenders.

Tenders submitted by any other means will not be considered.

The contracting authority may, for reasons of administrative efficiency, reject any tender submitted after **4:00p.m. (AST) on November 30, 2021**, for any reason beyond the contracting authority's control, after the effective date and time of approval of the short-list report or of the



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evaluation report, if accepting these tenders would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Tenders must be submitted using the **triple file system**, i.e., **three (3) separate files**, labelled as such: '**Company Name File A — Technical offer**', '**Company Name File B — Administrative Documents**' and '**Company Name File C — Financial offer**'. Details of each file is as follows:

File A- Technical Offer:

- ANNEX III: Organisation and Methodology
- ANNEX V: Key Experts
- Any other proposal details deemed appropriate.

File B- Administrative Documents:

- Declaration on honour on exclusion criteria and selection criteria
- ANNEX VII: Financial Identification Form
- ANNEX VIII: Legal Entity Forms
- ANNEX IX: Service Tender Submission Form

File C- Financial Offer:

- ANNEX IV: Global Budget
- Any other budget details deemed appropriate.

All pages of the technical and financial offers must be numbered.

9. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 8. Emails must include either 'Amendment' or 'Withdrawal' as appropriate in the Subject Heading.



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10. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer.

11. Ownership of tenders

CARICOM IMPACS retains ownership of all tenders received under this tender procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

12. Evaluation of tenders

12.1. Evaluation of technical offers

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

12.1.1. Interviews

No interviews are foreseen.

12.2. Evaluation of financial offers

Upon completion of the technical evaluation, the files containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

12.3. Choice of selected tenderer

The best value for money is established by weighing technical quality against price on an 80/20 basis.

12.4. Confidentiality

The entire evaluation procedure is confidential. 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 are for official use only and may be communicated neither to the tenderers nor to any party other agents approved by the CARICOM IMPACS .



13. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or CARICOM IMPACS during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The CARICOM IMPACS reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. 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 execution of a contract already concluded with CARICOM IMPACS.

14. Signature of contract(s)

14.1. Notification of award

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

The successful tenderer shall then confirm availability or unavailability of its key-experts within 5 days from the date of the notification of award.

In case of unavailability, the tenderer will be allowed to propose replacement expert(s). The successful tenderer shall give due justification for the exchange of expert but the acceptance will not be limited to specific cases. Several replacement experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement expert's total score must be at least as high as the scores of the expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement expert amends the award conditions which took place, the CARICOM IMPACS may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace an expert should he/she not be available).



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Should CARICOM IMPACS learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the expert is unavailable from the date specified in the RFP for the start of the assignment, the CARICOM IMPACS may decide to terminate the contract.

Furthermore, it may lead to a tenderer's exclusion from other contracts of CARICOM IMPACS.

14.2. Signature of the contract(s)

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the CARICOM IMPACS may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not accepted, by means of a standard letter.

15. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, CARICOM IMPACS will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes, may be returned to the tenderers, if requested.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e., not qualitatively or financially worthwhile tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- 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, if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall CARICOM IMPACS 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 the CARICOM IMPACS has been advised of the possibility of damages.

16. Consultants believing that they have been harmed by an error or irregularity during the selection or award process may file a complaint in accordance with the procedure set out



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below:

- (i) A Consultant may appeal in writing to the Assistant Director, Strategic Services or designate within fourteen (14) days of receipt of a decision not to award a contract.
- (ii) Specific information must be supplied by the appellant detailing and explaining how the appellant considers that the grounds(s) for appeal arise. All supporting documentation should be provided with the appeal application.
- (iii) Matters that are deemed to be frivolous will not be reviewed.

16.1.1 Any Consultant who disagrees with final award decision shall not use this complaint procedure merely to obtain a second evaluation.