

## REQUEST FOR PROPOSAL

**Title: Consultancy on the Development of Business Facilitation Mechanisms in CARICOM**

**Contract reference no.: 10<sup>th</sup> EDF/APP/SER/05/2016**

Tenderers are invited to submit proposals for providing services for the above mentioned project.

The technical and instructions for submitting proposals are included in this **Request for Proposal (RFP)**

When submitting their tenders, tenderers must follow the instructions, forms, terms of reference, and specifications contained in this Request for Proposal (RFP) and submit a tender containing the required information within the deadline specified in the RFP.

## INSTRUCTIONS TO TENDERERS

### 1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. They are specified in Terms of Reference of this RFP.

### 2. Timetable<sup>1</sup>

	DATE	TIME*
Deadline for requesting clarification from the Contracting Authority	16-Feb-16	16:00 Hrs
Last date for the Contracting Authority to issue clarification	26-Feb-16	-
Deadline for submitting tenders	8-Mar-16	16:00 Hrs
Completion date for evaluating technical offers	15-Mar-16	-
Notification of award	16-Mar-16	-
Contract signature	23-Mar-16	-
Start date	29- Mar-2016	-

<sup>1</sup> All dates and times are provisional. Times relate to local time.

### 3. Eligibility and Participation

Participation is open to all natural persons and legal persons participating either individually or in a grouping (consortium) of tenderers of any nationality. Participation is also open to international organisations.

Note that civil servants and other staff of the public administration of any Member State of the Community, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

Freedom from any conflict of interest from potential future contractors with respect to the

### 4. Content of tenders

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

#### 4.1 Technical offer

The technical bid must be prepared in writing on official letterhead of the bidder, and in the electronic format and must contain the following components:

- (1) **Organisation and methodology** to be drawn up by the tenderer using the format in **Annex III**. The 'Estimated number of working days' worksheet must be included in the Organisation and methodology.
- (2) **Key experts** (see **Annex IV**) 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 6.1.1 of the Terms of Reference in **Annex I** and are subject to evaluation according to the evaluation grid, which is included in this RFP.

Annex IV 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:

- 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 taken into account.

- (4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation.

## 5. Financial offer

The Financial offer must be presented as an amount in **USD** or Local currency<sup>2</sup> and must be prepared and submitted in writing on official letterhead of the bidder, and in the electronic format and language indicated in the call.

The financial bid must contain:

- Identification of the person or firm (name, business name, full address, contact information such as telephone, fax e-mail)
- Unit and total prices in the currency indicated in the call for bids
- The bid must be valid for at least 60 days from the date of presentation
- The bid must include all costs (direct and indirect). If applicable, taxes are to be presented separately from total costs.

Consultants are reminded that the maximum budget available for this contract, is USD **\$256,000**. Payments under this contract will be made in the currency of the tender.

### 1. Legal and tax-related documents

**The legal and tax- related documentation should include the following:**

- (1) **Tender submission form** (Annex II) using the format attached to the tender submission form. The tender submission form should indicate the name of the **firm** that is making the submission.
- (2) Record of incorporation(using the Legal Identification form) including certification of legal status, issued no more than 45 days earlier
- (3) Photocopy of identification documents of the legal representatives
- (4) Risk policies
- (5) Copy of the latest certified financial statements
- (6) Tax-related documents required under the laws of each country

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<sup>2</sup> The currency of the tender is the currency of the contract and the currency of payment.

## **2. Period during which tenders are binding**

Tenderers are bound by their tenders for 60 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, the Contracting Authority 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 30 days. A further period of 30 days is added to the validity period irrespective of the date of notification.

## **3. Additional information before the deadline for submitting tenders**

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

**Programme Manager, Administrative Services**

**CARICOM Secretariat**

**Turkeyen, Greater Georgetown**

**Guyana**

**Fax: 592-222-0080**

**Email: [procurement@caricom.org](mailto:procurement@caricom.org)**

The Contracting Authority has no obligation to provide clarification after this date (i.e. 11 days before the closing date).

Any clarification of the RFP will be communicated simultaneously in writing to all tenderers at the latest, 5 calendar days before the deadline for submitting tenders.

## **4. Submission of tenders**

9.1 Tenders are to be submitted in three separate envelopes containing, respectively: a) the technical offer; b) the financial offer; and c) the legal documents. All envelopes must be sealed and bear the name of the bidder, name and Ref. number of tender and the content of the envelope (technical bid, financial bid, legal documents). Tenders may be submitted, on or before **8 March, 2016 at 16:00 hrs**, for the attention of the:

- **EITHER** by recorded delivery (official postal service) to:

**Programme Manager, Administrative Services**

**CARICOM Secretariat**

**Turkeyen, Greater Georgetown**

**Guyana**

- **OR** hand delivered (including courier services) directly to the CARICOM Secretariat in return for a signed and dated receipt to:

**Programme Manager, Administrative Services**

**CARICOM Secretariat**

**Turkeyen, Greater Georgetown**

**Guyana**  
**Telephone: 592-222-0104**

When bids are submitted by mail or courier, the bidders assumes all responsibility for the loss or late arrival of same. All bids received after the deadline shall be rejected by the Secretariat of the Purchasing Committee and returned, unopened, to bidders.

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.

**5. 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, including the cost of interviewing proposed experts.

**6. Ownership of tenders**

The Contracting Authority 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. Selection criteria**

The following selection criteria will be applied to consultants. In the case of proposals that are submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

**1) Financial capacity of tenderer** (based on item 3 of the **Tender Submission form- Annex II**). In case of candidate being a public body, equivalent information should be provided.

Criteria for natural and legal persons

1. the average annual turnover of the candidate must at least be equal to the budget of the contract (i.e., the maximum budget stated in the procurement notice divided by the initial contract duration in years, where this exceeds 1 year); and
2. Net current assets must be positive for the current and previous year.

Criteria for natural persons (the following are examples):

1. the available financial resources of the tenderer must exceed the annualised maximum budget of the contract (i.e. the maximum budget stated in the procurement notice divided by the initial contract duration in years, where this exceeds 1 year); and
2. the financial situations of the tenderer should not be in deficit, taking into account debts, at the beginning and end of year

**2) Professional capacity of tenderer** (based on items 4 and 5 of the **Tender Submission form- Annex II**)

Criteria for natural and legal persons: (the following are examples)

1. at least **two (2)** staff currently working for the tenderer in fields related to this contract.
2. has professional experience appropriate to this contract in areas related to Agricultural Policy development, Development Economics, Agricultural Economics.

**3) Practical capacity of tenderer** (based on item 6 of the **Tender Submission form-Annex II**)

Criteria for legal persons:

1. the candidate has provided services under at least three contracts, each with a budget of at least that of this contract, in fields related to this contract, i.e. **Business Facilitation, or a related filed**, which was implemented at any moment during the following period: 3 years from the submission deadline, **8<sup>th</sup> March, 2016**.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

**13. Award criteria**

Best value for money.

**14. Evaluation of tenders**

**14.1 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, which is provided below:

	Maximum	Assessment
<b>Organisation and methodology</b>		
Rationale	5	
Strategy	15	
Involvement of all members of the consortium/project team	5	
Timetable of activities	15	
Subtotal	40	
<b>Key Expert 1- Agricultural Trade and Development Expert - Team Leader</b>	<b>16</b>	
<b>Qualifications</b>	6	

<b>General Experience</b>	5	
<b>Specific Experience</b>	5	
Key Expert 2- Trade/Customs Expert	<b>13</b>	
<b>Qualifications</b>	3	
<b>General Experience</b>	5	
<b>Specific Experience</b>	5	
Key Expert 3- Transportation Logistics Expert	<b>13</b>	
<b>Qualifications</b>	3	
<b>General Experience</b>	5	
<b>Specific Experience</b>	5	
Key Expert 4 - IT Professional	<b>13</b>	
<b>Qualifications</b>	3	
<b>General Experience</b>	5	
<b>Specific Experience</b>	5	
Overall Impressions of Evaluator	5	
<b>Overall Total</b>	<b>100</b>	

The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference

#### **15. Evaluation of financial offers**

Upon completion of the technical evaluation, the financial offers for tenders that were not eliminated during the technical evaluation will be considered (i.e. those with an average score of 75 points or more).

#### **16. Choice of selected tenderer**

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

## **17. 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 the Contracting Authority 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 Contracting Authority 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 the Contracting Authority.
- d) 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 payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Consultants found to have paid unusual commercial expenses on projects funded by the Contracting Authority are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from contracts of the Contracting Authority. The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **18. Signature of contract(s)**

### **18.1 Notification of award**

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

### **18.2. Signature of the contract(s)**

Within 20 days of receipt of the contract signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

## **19. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the Contracting Authority 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.

Secretariat cannot 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 Contracting Authority has been advised of the possibility of damages. The publication of a RFP does not commit the Contracting Authority to implement the programme or project announced.



## ANNEX 1- TERMS OF REFERENCE



### Consultancy on the Development of Business Facilitation Mechanisms in CARICOM

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## 2. Table of Contents

1	CONTEXT.....	11
1.1	The APP Project.....	11
1.2	Current Situation in the sector or the institutional/ thematic area .....	12
1.3	Related programmes and other donor activities.....	14
1.4	Contracting Authority .....	14
2	PURPOSE & EXPECTED RESULTS OF PROPOSED ACTIVITY/CONSULTANCY/CONTRACT .....	14
2.1	Purpose.....	14
2.2	Expected results to be achieved by the Contractor .....	14
3	ASSUMPTIONS & RISKS .....	15
3.1	Assumptions underlying the APP project and/or the Specific Activity .....	15
3.2	Risks.....	15
4	SCOPE OF THE WORK.....	15
4.1	General.....	15
4.1.1	Description of the assignment.....	15
4.1.2	Target group.....	16
4.1.3	Geographical area to be covered .....	17
4.2	Specific Work .....	17
4.3	Management of the Activity/Consultancy/Contact.....	20
4.3.1	Responsible Body.....	20
4.3.2	Management structure .....	20
4.3.3	Facilities to be provided by the Contracting Authority and/or other parties .....	20
5	LOGISTICS AND TIMING.....	21
5.1	Location .....	21
5.2	Start date & Period of implementation of tasks .....	21
6	REQUIREMENTS .....	21
6.1	Expertise Required.....	21
6.1.1	Key Experts.....	21
6.1.2	Other experts, support staff & backstopping .....	22
6.2	Facilities to be provided by the Contractor.....	23
7	REPORTS.....	23
7.1	Reporting requirements.....	23
7.2	Submission and approval of reports.....	24
7.3	Changes to the Terms of References.....	24
8	MONITORING AND EVALUATION .....	24
8.1	Definition of indicators .....	24
8.2	Special requirements.....	24
	Annex 1 - Format for Mid-Term Report .....	25
	Annex 2 - Template for Draft Final Reports .....	26

# 1 CONTEXT

## 1.1 The APP Project

The “Caribbean Action under the Programme entitled Agriculture Policy Programme (APP) with focus on the Caribbean and Pacific” is funded under the 10th European Development Fund (EDF) and executed through a Contribution Agreement signed between the European Union (EU) and the Inter-American Institute for Cooperation on Agriculture (IICA). The APP is being implemented in collaboration with the Caribbean Agricultural Research and Development Institute (CARDI) and the CARICOM Secretariat (CCS).

The **specific objective of the Action** is to contribute to enhance regional (Caribbean and Pacific) and interregional capabilities of the agricultural sectors in eradicating poverty. The specific objective is to increase the capability of Regional Agricultural Development Organizations of the Caribbean and Pacific regions to address the development needs of smallholder agriculture.

The **outcomes of the Action** are expected to improve:

- Policy regimes and incentive schemes for smallholders in the regional development strategies.
- Food security at regional, national and local levels through increasing production and productivity of selected commercial and nutritionally valuable agricultural produce by using technological and organizational solutions that address specific development constraints of smallholder groups and rural communities.
- Regional institutional capacity.

These Outcomes are to be achieved through actions taken in three Components namely:

- Component 1: Strengthening regional agricultural development policy and strategy
- Component 2: Improving the Transfer/Adoption of Research/ Technologies
- Component 3: Contribute to Agricultural Enterprises Development through Improved Market Linkages

The **main beneficiaries** are the following stakeholders in the fifteen (15) CARIFORUM States, namely:

- Small producers/Entrepreneurs (including MSMEs) in the Caribbean, particularly those organized associations and networks, including but not limited to CaFAN, CABA, CANROP, CAFY to enhance their technical and managerial capacities;
- Policy advisors, technicians, and Extension Services in the Ministries of Agriculture and producer organizations in CARIFORUM to enhance capacity for creating the enabling policy environment for small producers.
- Regional Agricultural Development Institutions, including, but not limited to CARICOM Secretariat, CARDI, UWI, IICA to strengthen capacity for delivering support services to small producers and processors.

## **1.2 Current Situation in the sector or the institutional/ thematic area**

One of the foundations on which the CARICOM Single Market (CSM) is built is the principle of the elimination of barriers to intra-regional trade. For a significant number of agricultural products however, there is evidence of the trade barriers such as in the form of restrictive licensing regimes, non-compliant technical measures and convoluted procedures. Ministers responsible for agriculture in CARICOM have identified this issue as one of key inhibitors to the growth of the sector and have called for a programme for the identification and removal of these barriers. Past information gathering efforts and studies have not, however, itemised the specifics of the trade-related measures existing in each CARICOM Member State or how they act as barriers to trade. This component therefore seeks to build a comprehensive inventory of trade barriers, focusing on products that are of current or potential importance in Member States. In addition, mechanisms will be proposed to convert the gathered information and analysis into a set of specific proposals for a programme of eliminating the identified barriers whereby Member States commit to and take action.

CARICOM Ministers of Agriculture have, over the years, identified a number of priority products for promotion within the Region, particularly for the purpose of import replacement. The instruments of the CARICOM regime for trade in goods, are designed to provide a measure of protection for regionally produced goods, vis-a-vis third countries, the main rationale being that the elimination of barriers to trade within the Region, coupled with a Common External Tariff (CET), would help to stimulate increased production and production efficiencies and thus redound to the benefit of the regional economy as a whole. Given that the above instruments were put in place some thirty years ago and have remained unchanged, there is need to determine whether the regional framework is providing the type and level of support required to encourage the development of the priority commodities that have been identified. The results of this examination will inform the CARICOM project on the review of the CET and Rules of Origin.

In July 2013, conscious that transportation services delivered in CARICOM must be made to address, inter alia, intra-regional trade, the Thirty-Fourth Meeting of the Conference of Heads of Government, agreed to the urgent establishment of a Transportation Commission to address air and maritime transportation matters.

The main issues for the Commission, with respect to both air and maritime transportation, are:

- (i) Delivery of adequate, fair, competitive, efficient transportation services at affordable costs;
- (ii) Ensuring the safety and security of the transportation infrastructure;
- (iii) Cost and sustainability of transportation in the Region;
- (iv) Strengthening of the economic development of the Community and its Member States, and their economic integration through trade and the movement of people and freight; and
- (v) The maintenance of essential air and maritime links with external partners.

In June 2014, the Regional Heads of Government approved a strategic plan for the repositioning of the Caribbean Community (CARICOM) (2015-2019). This plan is contained in a document titled Strategic Plan for Caribbean Community 2015-2019: Repositioning CARICOM. The Regional Transportation Commission has been identified, as set out below, as one of two key mechanisms that will continue to play a significant role over the plan period in terms of guiding action as it relates to Strategic Priority four (4) of the Strategic Plan which is to build competitiveness and unleash key economic drivers to transition to growth.

To this end, the Commission has identified the development of the air and maritime transport infrastructure and services to improve reliability, accessibility, efficiency, mobility, safety and security for the agricultural sector as an important aspect of the transportation sector given its propensity to build competitiveness and unleash key economic drivers to transition to growth.

The cost, availability and reliability of transportation have been flagged as key issues negatively affecting the potential of the Region's agricultural sector. Moreover, the Caribbean is part of a high-cost transportation region – Latin America and the Caribbean – in which, for example, ocean freight costs to the USA have been found, on average, to be 70% higher than those paid by exporters from the Netherlands.<sup>3</sup> Nevertheless, with the changes that have been brought about by globalization, with production being ever more dependent on interconnected global supply chains, it is essential that Caribbean producers ensure that their overall logistics costs (transportation, inventory costs etc.) are kept to a minimum if they are to participate successfully in the global and regional markets.

While many of the factors behind high logistics costs are within the purview of the public sector (e.g. port management, customs facilitation etc.) it is equally important that producers in the Caribbean agri-food sector have access to the best information in terms of managing their logistics and can make informed decisions on the appropriate services to be acquired.

One of the outputs of this activity therefore is the creation of an internet-based transportation/ logistics information system that will support decision-making by producers in managing their overall logistics efficiencies and costs. The product will also serve as a vehicle for the development of public policy proposals and thus as a locus for dialogue between the private and public sectors in this area. The information system will be linked with the Caribbean Agribusiness web portal, which is currently being enhanced under the APP, and should therefore be seen as a deepening of that initiative. The activity will also set out the challenges faced by exporters (both within the region and externally) in relation to transportation logistics, in addition to identifying the investments and reforms needed to improve the efficiency of trade in agricultural products.

To gain a clear understanding of key issues relating to transportation operations and logistics, this consultancy will develop a register of farmers, traders and shippers and engage these stakeholders in dialogue to ascertain the potential of the Region to produce and move agricultural goods across the Region to satisfy the immediate Regional priority of increased agricultural production and trade as outlined in the second pillar of the CARICOM Agricultural Policy.<sup>4</sup>

Through stakeholder consultation the consultant will be expected to recommend effective operational procedures and processes towards establishing an efficient freight processing handling system for the distribution of agricultural produce. This includes the identification or development of operational routes for the movement of agricultural products and examination of the design and operation of current port facilities as they relate to ferry cargo and dry ports/dry dock operations. Where the infrastructure of the main port in the countries studied is unsuited for the operation of small vessels or treatment of agricultural goods, recommendations of upgrades to existing secondary ports for handling fresh agricultural goods will be required.

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<sup>3</sup> Pablo Guerrero, Krista Lucenti and Sebastián Galarza S. "Trade Logistics and Regional Integration in Latin America & the Caribbean" IDB WORKING PAPER SERIES #IDB-WP-148, Dec 2009

<sup>4</sup> Caribbean Community Agricultural Policy, Oct 2011

### **1.3 Related programmes and other donor activities**

The CARICOM Secretariat will be conducting a general review of the Common External Tariff (CET) and the Rules of Origin, which relate to the CARICOM Single Market (CSM). One of the outputs of this project will complement the general project being funded by Spain. CARICOM Heads of Government have agreed to establish a Regional Transportation Commission to address issues relating to both air and maritime transportation for the travelling public and for intra-regional trade. The Commission has identified the development of the air and maritime transport infrastructure and services to improve reliability, accessibility, efficiency, mobility, safety and security for the agricultural sector as an important aspect of the transportation sector given its propensity to build competitiveness and unleash key economic drivers to transition to growth.

### **1.4 Contracting Authority**

This project pertains to Component 1 of the Agriculture Policy Programme, and is being administered by the Caribbean Community (CARICOM) Secretariat.

## **2 PURPOSE & EXPECTED RESULTS OF PROPOSED ACTIVITY/CONSULTANCY/CONTRACT**

### **2.1 Purpose**

The purposes of this contract are as follows:

- To facilitate the movement of agricultural products within the CARICOM Region with a view to expanding opportunities for CARICOM producers; and
- To improve the transportation and logistics environment in which agricultural producers and traders operate.

### **2.2 Expected results to be achieved by the Contractor**

This project activity will produce the following results:

ER 1. A proposed programme for the elimination of identified non-tariff trade barriers to agricultural products in each CARICOM Member State, together with proposals for the regional harmonization of import procedures.

ER 2. Detailed proposals for adjustments to be made to the trade instruments of the CARICOM Single Market (CSM), in particular the Common External Tariff and the Rules of Origin, with the objective of having these mechanisms perform a more supportive function in bolstering the development objectives set for the priority agricultural commodities identified by the Region.

ER 3. A systems management review and needs analysis of the agricultural sector for transportation services, along with: a register of traders of agricultural products and a listing of production volumes; and, a register of regional agents and brokers, shipping lines and aircraft operators (including third-tier operators, type, capacity and operation schedule of vessel/aircraft) available to the agriculture sector. The needs analysis should address cost, availability and reliability of transportation services as

consolidation of agricultural goods for shipping.

ER 4. The identification of at least three (3) potential operational corridors for the movement of agricultural products from food producing bases to food importing bases, within CARICOM, taking into account the production volumes associated with both exporting and importing regions.

ER 5. Examination of the development, design and effective operation of current port facilities as they relate to ferry cargo and dry ports/dry dock operations, and formulate effective dockside operational procedures and processes towards establishing an efficient freight processing handling system for the distribution of agricultural produce, taking into account the needs of both small and large-scale vessels.

ER 6. Develop an efficient regional freight logistic system for agricultural products through the development of an IT platform to enhance and improve the food-logistic chain and incorporate agricultural market information from CARICOM. This freight logistics will be hosted on the Caribbean Agribusiness platform.

ER 7. Proposals on an appropriate collaborative mechanism that will integrate agricultural producers/exporters as well as providers of transportation and other logistics services and thus provide a basis for planning and negotiations on the provision of the required services.

### **3 ASSUMPTIONS & RISKS**

#### **3.1 Assumptions underlying the APP project and/or the Specific Activity**

- Private sector operators make themselves available for the provision of information and advice to the activity.

#### **3.2 Risks**

- Unavailability of some key personnel in public and private sectors during the course of the consultancy; and
- Late submission or non-submission of some information required.

### **4 SCOPE OF THE WORK**

#### **4.1 General**

##### **4.1.1 Description of the assignment**

The consultancy will be executed via a fixed-priced service contract.

The consultancy will determine all the existing non-tariff barriers (technical – including SPS --, quantitative, administrative procedures) to trade in agricultural products (defined as Chapters 1 to 24 of the Harmonized System) in the CARICOM Single Market, classify and analyse these measures on a product-by-product and country-by-country basis, and make proposals for a programme towards the

elimination of these barriers which will form a basis for decision-making by COTED. At the commencement of project activities, the Contracting Authority will indicate the products/product groups which the Consultant may disregard in the conduct of the study. In his/her review of non-tariff barriers to intra-regional trade, the Consultant will review the related studies conducted by regional agencies or institutions in the subject area.

The project will also assess the extent to which the current trade arrangements within the CARICOM Single Market are supportive of the development objectives set by the Region. In this regard, the Consultant will investigate the cost and the competitiveness environment in which the producers of these commodities operate, examine the levels of support currently provided by virtue of the Common External Tariff, the Rules of Origin and other trade arrangements of the CSM, and make recommendations on adjustments that should be made to the CSM trading instruments. The work will therefore involve examination and analysis of statistics, as well as consultation with producers, policy makers and technicians.

The Consultant will further examine challenges of transportation logistics in trading agricultural products in the CARICOM Region, including problems that may exist at the level of primary producers and traders; identifying information gaps that exist in the management of transportation and other logistics, at the industry level, making recommendations on how best to fill those gaps, and creating an internet-based information product that will support decision-making by producers and traders in managing their overall transportation/logistics efficiencies and costs. To this end, the consultant will review the operations of exporters and the nature of their relationships with primary producers and will:

- (i) determine the coherence of the relationships, functions, and flow of operations;
- (ii) identify systemic problems and other conflicts and deficiencies; and
- (iii) investigate the potential for aligning the operations of the various classes of operators with the IT framework that will be developed to address air and sea transportation logistics.

The work will therefore involve a systems review of the various methods used to access and prepare agricultural products for export and will take place on the basis of consultations with private sector operators (producers, traders, transportation providers, and other service suppliers) as well as with public sector operators.

The Consultant will also identify the transport facilities available, including suitability of port infrastructure. Addressing both air and sea ports, the work will involve:

- (i) Identification of quayside and airside requirements;
- (ii) Review and assessment of operational and procedures and processes; and
- (iii) Review of shipping and ground handling policies or small vessels and third tier aircraft taking into consideration safety and security safeguards.

In addition, the Consultant will, on the basis of investigations of the production and trading landscape within the Region, identify and make recommendations on the future development of at least three intra-regional transportation corridors for agricultural products.

#### **4.1.2 Target group**

The key target group encompasses agricultural/agri-business producers, exporters and buyers, policy makers, transportation specialists and other service providers in CARICOM.

### 4.1.3 Geographical area to be covered

- Member States of the CARICOM Single Market<sup>5</sup> in respect of arriving at recommendations to reduce limiting impacts of trade policy measures; and,
- All CARICOM Member States<sup>6</sup> in respect of the development of transportation services and related mechanisms.

## 4.2 Specific Work

The work will involve a combination of desk research and field work (in beneficiary States), data collection, consultations, the preparation of policy and operational proposals, and development of a transportation logistics IT Platform. The Team Leader must ensure that proper supervision is given to the technical work produced and will undertake the following:

1. Participate in an Inception Meeting with the CARICOM Secretariat and the Chair of the Business Development Thematic Group; prepare an inception report setting out the agreed trajectory of project activities; and agree on logistical issues; and
2. Facilitate one regional validation workshop.

*ER 1. A programme towards the elimination of identified non-tariff trade barriers to agricultural products in each CARICOM Member State, together with proposals for the regional harmonization of import procedures. It is expected that the Consultant will undertake the following activities:*

1. Propose a methodology for capturing and analysing the required data, and for presenting the results of the analysis in a manner that is conducive to decision-making at the policy level;
2. Identify issues experienced by exporters in the beneficiary States in respect of intra-regional trade as these relate to the application of non-tariff measures and import procedures for all agricultural products (HS 1-24). The Contracting Authority will inform the Contractor of products which may be excluded from the analysis. In addition to the product-by-product analysis, the examination must be carried out for each Member country of the CARICOM Single Market;
3. Make an assessment of the measures identified and determine which measures constitute barriers to trade;
4. Identify and characterize the specific technical entry requirements related to import and export in the conduct of intra-regional trade for agricultural products/commodities traded, including providing in each case a professional opinion on the appropriateness of the measures being applied;
5. Assess the current processes and procedures applied to import and export of the agricultural commodities, including assessments of the appropriateness of the identified procedures from the standpoint of trade facilitation, taking into account international best practice;

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<sup>5</sup> Member States of CARICOM Single Market are: Antigua and Barbuda; Barbados; Belize; Dominica; Grenada; Guyana; Haiti; Jamaica; Montserrat; St. Lucia; St. Kitts and Nevis; St. Vincent and the Grenadines; Suriname; and, Trinidad and Tobago.

<sup>6</sup> Member States of CARICOM are: Antigua and Barbuda; the Bahamas; Barbados; Belize; Dominica; Grenada; Guyana; Haiti; Jamaica; Montserrat; St. Lucia; St. Kitts and Nevis; St. Vincent and the Grenadines; Suriname; and, Trinidad and Tobago.

6. Identify existing legislation/regulations that would need to be amended to support the movement of commodities among Member States; and
7. Map the institutional steps needed within each Member State to import agricultural products.

*ER 2. Detailed proposals for adjustments to be made to the trade instruments of the CARICOM Single Market (CSM), in particular the Common External Tariff and the Rules of Origin, with the objective of having these mechanisms perform a more supportive function in bolstering the development objectives set for the priority agricultural commodities identified by the Region. The Consultant is expected to undertake the following activities:*

1. Review the list of products identified for priority treatment. The list is presented in Annex 3 to these Terms of Reference;
2. Examine production and trade performance of the products listed, as well as the competitive environment in which the producers of these products operate;
3. Examine in detail the treatment of the priority commodities within the current trade arrangements of the CSM, in particular the CET and Rules of Origin;
4. Make recommendations on the appropriate treatment in the CET and the Rules of Origin that would support for the products identified as priority, taking into account factors such as food security, and existing and potential volumes of regional production; and
5. Identify and provide contact information of major agri-exporters in respect of the prioritized commodities.

*ER 3. A needs analysis of the agricultural sector for transportation services, in addition to: a register of exporters (including farmers who export) and importers of regional agriculture products and a listing of production and traded volumes; and, a register of regional agents and brokers, shipping lines and aircraft operators (including third-tier operators, type, capacity and operation schedule of vessel/aircraft) available to the agriculture sector. The needs analysis should address cost, availability and reliability of transportation services as consolidation of agricultural goods for shipping. The Consultant is expected to undertake the following activities:*

1. Develop a register of Regional agents and brokers, shipping lines and aircraft operators for the agriculture sector. In the case of aircraft operators and shipping lines, information pertaining to type, capacity and operational schedule of vessel/aircraft, should be gathered;
2. Develop a register of exporters and an estimate of production volumes, as well as an estimate of the number of farmers and the production mix, from each regional cluster. In essence, identification and determination of regional food bank clusters<sup>7</sup>;
3. Identify the various factors that contribute to the cost and pricing of transportation services for agricultural products in the Region and make recommendations on the measures that could be taken to reduce these costs; *and*
4. Through a series of workshops, interactive sessions and site visits examine operations and identify logistic challenges: a) of farmers and their operation facilities; b) shipping agents, brokers, distributors; c) ferry and cargo vessel operators; and, d) airline operators, including 3<sup>rd</sup> tier operators.

*ER 4. The identification and development of at least three (3) operational corridors for the movement of agricultural products from food producing bases connecting to food importing bases:*

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<sup>7</sup> Clusters are defined in ER6. 7

1. Assess current transport corridors for agricultural products traded in the CARICOM Region; and
2. Identify and develop at least three operational corridors to augment existing corridors for the movement of agricultural products in the Region.

*ER 5. Examination of the development, design and effective operation of current port facilities as they relate to ferry cargo and dry ports/dry dock operations, and formulate effective dockside operational procedures and processes towards establishing an efficient freight processing handling system for the distribution of agricultural produce:*

1. Examine the development, design and operation of current port facilities available to ferry cargo and dry dock operations;
2. Formulate and develop effective dockside operational procedures and processes towards the establishment of an efficient freight processing and handling system for the distribution of agricultural products; and
3. Develop regulatory operations by developing shipping policies for small fleet vessels and for the enhancement of safety and security procedures.

*ER 6. Develop an efficient regional freight logistic system for agricultural products through the development of an IT platform to enhance and improve the food-logistic chain and incorporate an existing regional agricultural market information system. This freight logistics and market information system will be hosted on the Caribbean agribusiness platform. The Consultant is expected to undertake the following activities:*

1. **Facilitate a workshop** which brings together exporters (including farmer-exporters), shipping agents, brokers, distributors, ferry and cargo vessel operators, airline operators (including third tier operators) to understand logistic challenges and needs for the freight logistic IT system. The objective therefore is to identify operators, producers, distributors and volume of supply; and sea and airlift availability. In addition, a needs analysis for an agriculture IT marketing/trade platform for the Region will be gathered from participants at the workshop;
2. **Develop a plan/road map** for the development of an IT platform to enable the development of a logistics system for transportation of agricultural products and the linking of such a system into the maritime and air transport networks, taking account the objective highlighted at 1 above;
3. Examine the possibility of utilizing existing agricultural market information systems within the Member States to enhance the capabilities of the proposed IT logistics platform. This would include assessing the capabilities of those systems currently in use and making recommendations on their further development. In addition, the prospects for implementing a region-wide market information system to be accessed by farmers, traders, purchasers, distributors, transportation service suppliers and other entities should be assessed, taking into account previous assessments undertaken;
4. **Build an IT Platform**, which will allow exporters to access better and more up-to-date information on transportation services, and will provide for the closer integration of information on the availability of agricultural products (volumes, distributors etc.) with information on the availability of both air and maritime services. The platform is to be made available via the existing Caribbean Agribusiness web portal;
5. Develop software applications (apps, etc.) for use by other entities within the distribution system; and
6. Conduct a pilot programme to validate the IT platform, within the following three groupings (1) major agriculture producing countries (Guyana, Suriname, Belize) (2) Major agro processing coun-

tries [Trinidad, Jamaica], and (3) major importing countries [Antigua and Barbuda, Bahamas, Barbados, Dominica, Grenada, Montserrat, St. Kitts and Nevis, St. Vincent and the Grenadines, and Saint Lucia].

*ER 7. Proposals on an appropriate collaborative mechanism that will integrate agricultural producers/exporters as well as providers of transportation and other logistics services and thus provide a basis for planning and negotiations on the provision of the required services:*

1. On the basis of consultations with stakeholders (see ER. 6) propose a mechanism that would facilitate on-going consultations and exchanges between producers/exporters and transportation logistics service suppliers with the aim of facilitating forward planning and negotiations for the provision of the required services.

### **4.3 Management of the Activity/Consultancy/Contact**

#### **4.3.1 Responsible Body**

The Caribbean Community (CARICOM).

#### **4.3.2 Management structure**

The CARICOM Secretariat is responsible for the management of the activity/consultancy/contract. However, overall project coordination is the responsibility of the Project Management Unit (PMU) based in IICA Trinidad and Tobago. The implementing Partners (CARDI and CARICOM) work closely with the PMU with respect to project procurement and disbursement of funds.

#### **4.3.3 Facilities to be provided by the Contracting Authority and/or other parties**

The Consultant will be required to provide the facilities and equipment necessary for the execution of the consultancy.

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure. The Contracting Authority will fund the mobilisation and implementation of workshops. The cost of the experts' participation in workshops is included in the Consultant's contract.

## **LOGISTICS AND TIMING**

### **4.4 Location**

The operational base of the consultancy will be the home country of the Team Leader.

### **4.5 Start date & Period of implementation of tasks**

The start date for the consultancy will be the date of execution of the contract. The consultancy will be implemented over a period of seven months from the execution of the contract.

## **5 REQUIREMENTS**

The Activity will be executed by a firm/team/consortium.

### **5.1 Expertise Required**

#### **5.1.1 Key Experts**

Key experts are defined and they must submit CVs.

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

#### **Key expert 1: Agricultural Trade and Development Expert - Team Leader**

Qualifications and skills

- Advanced degree in business, development economics, agricultural economics or related field; and
- Excellent written and oral communication skills in English.

General professional experience

- At least ten years' working experience in agricultural development and/or agricultural trade with proven managerial skills, at least three of which should be in project management.

Specific professional experience

- At least three years' experience in the design or management of agricultural development programmes, and their implementation;
- At least three years' experience in working with agricultural development programmes in developing countries; and
- At least three years' management experience in any or all of the following: commodity development strategies, agricultural transportation or supply logistics, and agricultural trade policy.

#### **Key expert 2: Trade/Customs Expert**

Qualifications and skills:

- Post graduate degree in international trade, economics, and customs with special emphasis/training in trade policy/economics.
- Business development and value chain development qualifications would be an asset.
- Excellent written oral communication skills in English.

General Professional Experience:

- in trade policy formulation and/or analysis including expertise in trade policy issues related regional integration arrangements as well as the Caribbean Community Common Market

### **Key expert 3: Transportation Logistics Expert**

Qualifications and skills:

- Post graduate degree in Air or Maritime Transportation; Economics and Transportation Planning; Transportation Logistics or related specialty with special emphasis/training in trade policy or operations, international logistics, or related field that is directly relevant to trade logistics;
- Demonstrated extensive knowledge of aspects of trade logistics, especially on legal/regulatory issues of trade and the air and maritime transportation sector;
- Demonstrated knowledge of international best practice/global trends in Trade Logistics, transportation or related areas; and
- Excellent written oral communication skills in English
- Business development and value chain development qualifications would be an asset.

General Professional Experience:

- At least six (6) years' experience with trade logistics operations and services, air and maritime transportation and in the design and implementation of related private sector support programmes in developing countries; and
- Experience in value chain development programmes and private sector development.

Specific Professional Experience:

- Experience in the Caribbean would be considered an asset; and
- Previous experience in consulting on agricultural transportation projects.

### **Expert 4: IT Professional**

Qualifications and skills

- A University Degree in Computer Science Information Technology;
- Two-three years (2-3) years' experience in configuring and maintaining Linux Servers, proficient in Linux Firewall, general servers or equivalent;
- In depth knowledge of LINUX administration, ExpressionEngine, scripting and networking;

General professional experience

- Three (3) years' working experience directly related to website design, interactive and creation for development-oriented or business operations; and
- Experience with Information Design and Database management
- Working knowledge of Server hardware and raid setups;
- Hands-on knowledge in troubleshooting;
- Certified Internet Webmaster (CIW) certification would be an asset;
- Excellent writing and verbal skills in English.
- Experience in coding

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

#### **5.1.2 Other experts, support staff & backstopping**

The Contractor shall select and hire other experts as required according to the needs. The selection procedures used by the Contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's

financial offer.

## 5.2 Facilities to be provided by the Contractor

The Contractor shall ensure that experts are adequately supported and equipped. The Contractor must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. The Contractor must also transfer funds as necessary to support their work under the contract and to ensure that employees are paid regularly and in a timely fashion.

The contractor is expected to provide the experts with the necessary materials and logistical support indicated below to ensure successful implementation of the contract:

- E-mail and phone contact for continuous communication with the CARICOM Secretariat; and
- Contact person for follow up in the event that the consultant will not be available to respond to the CARICOM Secretariat during the period when the contract is in force.

All travel undertaken by the Contractor and sub-contractors in the conduct of the assignment shall be met from the fees payable to the Contractor. No reimbursement will be entertained.

## 6 REPORTS

### 6.1 Reporting requirements

The Contractor will report to Mr. Nigel Durrant, Agricultural Trade Specialist, CARICOM Secretariat, and shall submit the following progress reports in English in electronic format:

- **Inception Report** of maximum 12 pages to be produced after four weeks, from the start of implementation. In the report the Contractor shall set out his/her understanding of the terms of reference, the methodologies to be employed in executing the project activities, any initial findings (if applicable), progress in collecting data (if applicable), any difficulties encountered or foreseen, in addition to the work programme, and expected travel schedule. The Contractor should proceed with his/her work unless the Contracting Authority sends comments on the Inception Report.
- **Mid-Term report** of maximum 12 pages (main text, excluding annexes) in the format given in annex 1. This report shall be submitted by the end of the fourth month of the implementation period of the contract.
- **Draft final reporting** will consist of three reports as follows: a) identification of Non-Tariff Barriers applied to agricultural products in the CSM and a proposed programme for their elimination, as per ER. 1; b) policy recommendations on reforms to the Common External Tariff (CET), Rules of Origin and other trade arrangements of the CARICOM Single Market (CSM) in respect of Regional Priority Commodities; c) recommendations, proposals and outputs on addressing the factors impacting on trade logistics/transportation for the agricultural sector in the CARICOM, as per ER. 3 to ER. 7. Reports must be submitted by the end of the fifth month of the implementation period of the contract.
- **Final reports (3)** with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is fourteen days after receipt of comments on the draft final reports. The reports shall contain a sufficiently de-

tailed description of the different options to support informed decision-making at the policy level. The detailed analyses underpinning the recommendations will be presented in annexes to the main report. The final reports must be provided along with the corresponding invoice.

## **6.2 Submission and approval of reports**

All reports referred to above in section 7.1 must be submitted by the contracted consultant in English in electronic format to Ms Taryn De Mendonca, Technical Coordinator and Mr. Nigel Durrant, Agricultural Trade Specialist based in the CARICOM Secretariat, Guyana. The CARICOM Secretariat is responsible for the requisite approvals of the consultant's reports and will provide feedback to the consultant within ten days of receipt of reports.

## **6.3 Changes to the Terms of References**

Changes to the ToR may be made only in accordance to the needs subject to mutual written agreement between the Consultant and the Contracting Authority.

# **7 MONITORING AND EVALUATION**

## **7.1 Definition of indicators**

- An operational information Platform covering transportation and other logistics of interest to agricultural producers, exporters and buyers;
- Implementable proposals on the development of systems and infrastructure to improve the provision of transportation logistics services to agricultural producers/exporters; and
- Comprehensive proposals on the reform of CET and Rules of Origin produced with respect to the Region's Priority Agricultural Commodities, in addition to a proposed programme for the removal of non-tariff barriers to intra-regional trade in agricultural products crafted.

## **7.2 Special requirements**

None.

## **Annex 1 - Format for Mid-Term Report**

Title Page

Report Cover Page (to contain basic information on the report - title, names and contact information for the contractor and contracting agency, date of submission etc.)

Table of Contents

Executive Summary

1.0 Introduction

2.0 Progress to date (relative to agreed work plan)

2.1 projections for on-time completion

3.0 Challenges encountered and envisaged

4.0 Report(s) on consultations held

5.0 Summary Findings

6.0 Summary Recommendations

Annexes

## **Annex 2 - Template for Draft Final Reports**

Title Page

Report Cover Page (to contain basic information on the report - title, names and contact information for the contractor and contracting agency, date of submission etc)

Table of Contents

Executive Summary

Introduction

[Body of Report]

Summary of Findings

Summary of Recommendations

Annexes

### Annex 3 - Priority Commodities<sup>8</sup>

- i) Small ruminants
- ii) Papaya
- iii) Hot peppers
- iv) Poultry
- v) Root and Tuber crops
- vi) Sweet potato
- vii) Aquaculture
- viii) Vegetables
- ix) Coconut (water)
- x) Cassava
- xi) Golden apple
- xii) Red pea
- xiii) Cow pea
- xiv) Marine fish
- xv) Rice
- xvi) Sugar (raw and refined)<sup>9</sup>

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<sup>8</sup> Based on decisions taken by the COTED (Agriculture) - 32<sup>nd</sup> Special Meeting of COTED (Agriculture), Georgetown, Guyana, September 18, 2009; Thirty-Third Special Meeting of the COTED (Agriculture),

<sup>9</sup> Sugar has been added because of the several decisions of the COTED calling for a review of the CSM arrangements relating to that product

## ANNEX II- TENDER SUBMISSION FORM

**Ref:** 10thEDF/APP/SSER/04/15

**Contract title:** Direct Technical Assistance to CARIFORUM countries to Develop/Strengthen Agricultural Policies/Plans/Strategies in Five Member States  
Haiti, Guyana, St. Kitts & Nevis, Saint Lucia and St. Vincent and the Grenadines

### 1 SUBMITTED by (i.e. the identity of the Tenderer)

	Name(s) and address(es) of legal entity or entities submitting this tender	Nationality <sup>i</sup>
Leader <sup>ii</sup>		
Member <sup>2</sup>		
Etc ...		

### 2 CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
E-mail	

### 3 ECONOMIC AND FINANCIAL CAPACITY<sup>iii</sup>

Please complete the following table of financial data based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). Any other clarification or explanation which is judged necessary may also be provided. If the consultant is a public body, please provide equivalent information.

Financial data	2 years before last year <sup>iv</sup> <insert currency>	Year before last year <insert currency>	Last year <insert currency>	Average <sup>v</sup> <insert currency>	This year <insert currency>

Annual turnover <sup>vi</sup> , excluding this contract					
Current Assets <sup>vii</sup>					
Current Liabilities <sup>viii</sup>					

#### 4. STAFF

Please provide the following statistics on staff for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract <sup>ix</sup>	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>
Permanent staff <sup>x</sup>						
Other staff <sup>xi</sup>						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

#### 5. AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this proposal. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience. **Maximum 10 specialisations.**

	Leader	Member 2	Member 3	Etc ...
Relevant specialisation 1				
Relevant specialisation 2				
Etc ... <sup>xii</sup>				

## 6. EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past 3 years by the legal entity or entities making this proposal. The number of references to be provided must not exceed 10 for the entire proposal.

Ref no (maximum 10)	Project title							
Name of legal entity	Country	Overall contract value [insert currency]	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end)	Name of consortium members, if any
...	...	...	...	...	...	...	...	...
Detailed description of project						Type and scope of services provided		
...						...		

## 7. STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer, hereby declare that I have examined and accept without reserve or restriction the entire contents of the RFP for the tender procedure referred to above.

I am fully aware that, in the case of a consortium (for e.g. a group of individuals), the composition of the consortium cannot be modified in the course of the tender procedure, unless prior approval is given in writing. I am 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 me as a result of it.

**Signed on behalf of the tenderer**

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

## **ANNEX III - Organisation & Methodology**

### **To be completed by the tenderer**

Please provide the following information:

#### **Rationale**

- Any comments you have on the Terms of Reference for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Your 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 execution of the contract.

#### **Strategy**

- An outline of the approach proposed for contract implementation.
- A list of the proposed tasks you consider necessary to achieve the contract objectives.
- Inputs and outputs.

#### **Involvement of all members of the team**

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.

#### **Timetable of work**

- The timing, sequence and duration of the proposed tasks, taking into account travel time.
- The identification and timing of major milestones in executing 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.

#### ANNEX IV- KEY EXPERTS

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in beneficiary country	Languages and degree of fluency (VG, G, W)

## CURRICULUM VITAE

### Proposed role in the project:

Family name:

First names:

Date of birth:

Nationality:

Civil status:

Education:

Institution (Date from - Date to)	Degree(s) or Diploma(s) obtained:

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

Language	Reading	Speaking	Writing

Membership of professional bodies:

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

Present position:

Years within the firm:

**Key qualifications:** (Relevant to the project)

Specific experience in the region:

Country	Date from - Date to

Professional experience

Date from - Date to	Location	Company& reference person <sup>10</sup> (name & contact details)	Position	Description

Other relevant information (e.g., Publications)

<sup>10</sup> The Contracting Authority reserves the right to contact the reference persons. If you can not provide a reference, please provide a justification.



DATE:

## DRAFT CONTRACT

### Contract Reference Number:

The **CARIBBEAN COMMUNITY**, (hereinafter referred to as “**the Community**”), an International Organisation having its Secretariat at Turkeyen, Greater Georgetown, in the Cooperative Republic of Guyana and (hereinafter referred to as “**the Consultant**”), acting on her own behalf and in her capacity as Consultant, agree to enter into this Contract for the delivery of professional consulting services, subject to the following declarations and clauses:

### CONSIDERING:

That the present consulting Contract is for obtaining professional consulting services for the implementation of activities in relation to a Programme known as “**10<sup>th</sup> EDF Caribbean Action under the Program titled Agriculture Policy Programme (APP) with Focus on the Caribbean and Pacific**”, implemented by the Caribbean Community Secretariat pursuant to a Contribution Agreement between the Inter-American Institute for Cooperation in Agriculture (“IICA”) and the European Union (“EU”):

The Consultant hereby declares, certifies and warrants that:

- a. Has provided the Community with accurate information regarding her status as a natural person, qualifications and professional background.

- b. Is fully cognizant of the Terms of Reference for the tasks covered by the present Contract, and considers herself qualified to perform the consulting services with the dedication, thoroughness and efficiency required.
- c. Is not barred from providing the consulting services due to any restrictions imposed by law or because she is an employee or consultant of a public and/or private institution.
- d. Recognises and accepts that, as a Consultant, she is not a member of the Community's personnel or the EU; and
- e. Accepts that any misrepresentation regarding or withdrawal of the foregoing declarations, certifications, and warranties may result in the termination of this Contract for cause.

**IT IS HEREBY AGREED THAT:**

1. The Consultant shall provide professional consulting services as specified in the Terms of Reference attachments to this Contract, which form an integral part hereof, and which include, *inter-alia*, timetables for performance, delivery, and implementation; terms of payment; and more detailed description of the work produce and services required.
2. The Community shall pay the Consultant professional fees totalling,  
Payable according to the undermentioned Payment and Deliverable Schedule, subject to the submission of an invoice requesting payment:
  - (i) First payment being , representing twenty per cent ( 20%) of the contract value, on submission and acceptance of an ***inception report***;

- (ii) Second payment being, representing twenty per cent ( 20%) of the contract value, on submission and acceptance of the **Mid-Term report** of the contract ;
- (iii) Third payment being, representing forty per cent (40 %) of the contract value, on submission and acceptance of the **Draft final report**;
- (iv) The final payment being, representing twenty per cent (20%) of the contract value being paid to the Consultant **on the completion and submission of a Final Report.**

3. The Consultant shall begin the services specified herein on and conclude them by, the termination date of this Contract.

4. **This** Contract does not constitute an employment relationship between the Community and the Consultant. At all times for the duration of this Contract, the Consultant is and shall be an independent contractor; not an employee of the Community.

5. The Consultant shall be solely responsible for complying with local laws and other requirements under the social security, health, labour, insurance, and tax laws of the duty station, and shall make all payments required thereunder.

6. The Consultant must make adequate arrangements for insurance coverage. The Community will not be liable if an eventuality occurs and the Consultant is not covered. If the Consultant does not have insurance, and meets the insurability requirements, at the Consultant's request the Community may apply for short-term insurance, the entire cost of which will be paid by the Consultant, for the duration of this Contract.

**7.** The Consultant shall fully defend, hold harmless, and indemnify the Community, IICA and the EU in relation to any and all claims brought against her arising out of the Consultant's negligent, illegal, or otherwise wrongful acts or omissions in providing or failing to provide the services and products required under this Contract and/or otherwise related to this Contract.

**8.** The Community, through the, Agricultural Trade Specialist, shall be responsible for coordinating, at all times, the activities, services and/or products covered by the present Contract, and for providing the Consultant with any pertinent written comments regarding their implementation or generation, with a view to bringing same into line with the corresponding program and terms of reference and any amendments thereto of the Programme Management Guidelines (PMG), May 2014.

**9.** The Community shall regard all products/services covered by this Contract as having been received if they are satisfactory to the Community and have otherwise been produced/ rendered pursuant to the terms of reference and other stipulations agreed upon.

**10.** The Consultant may not disseminate by means of publications, reports, conferences, or in any other way, data and results obtained through the service rendered under this Contract, without the Community's express written authorisation, because those data and results are the Community's property.

**11.** The Consultant alone shall be responsible for rendering the services and the only person liable if the activities are not carried out in accordance with this Contract. If activities are not carried out in accordance with this Contract and its annexes and/or the Community's written comments, the Consultant shall be instructed to correct or implement them again immediately, and shall not be entitled to any compensation for work poorly performed.

**12.** Inasmuch as the reasons for this Contract are specific and transitory in nature, it shall automatically expire and lapse, with no advance notice being needed. In view of the nature of consulting services, the Community shall be free from any present or future liability under labour or social security laws. The Consultant is at all times an independent contractor; not an employee of the Community.

**13.** The Parties may terminate this Agreement by mutual agreement, in which case the agreement shall specify the corresponding terms.

**14.** The Community may unilaterally terminate this Contract with or without cause by giving written notice fourteen (14) days in advance. In such a case, the Consultant shall receive remuneration only for work completed and services performed to the Community's satisfaction up until the date the termination takes effect.

**15.** The Parties shall attempt to resolve any dispute between them related to this Contract through amicable negotiations. If those negotiations do not resolve the dispute to the satisfaction of either party within sixty days following one Party's written request to the other for the commencement of those negotiations, then either party may submit the dispute for resolution through arbitration in accordance with the Rules of the United Nations Commission on International Trade Law (UNCITRAL) or the Inter-American Commercial Arbitration Commission. The place of the arbitration shall be the Caribbean Community Secretariat, Guyana, there shall be one arbitrator, and the language shall be English. The decision of the arbitrator shall be final and binding on the Parties. Nothing in this Contract constitutes a waiver, express or implied, of any privileges and immunities enjoyed by the Parties and/or their respective personnel.

**16.** The Parties may extend or otherwise amend this contract by a document of modification signed by both of them, dated, and attached hereto.

**SIGNED**, by the authorised representatives of the Parties in duplicate originals on the date and in the place indicated below.

**FOR THE CARIBBEAN COMMUNITY**

**(The Community)**

**(The Consultant)**

\_\_\_\_\_  
MANORMA SOEKNANDAN, PhD  
DEPUTY SECRETARY-GENERAL

\_\_\_\_\_  
*SIGNATURE*

\_\_\_\_\_  
*Date:*

\_\_\_\_\_  
*Date:*

\_\_\_\_\_  
*Place:*

\_\_\_\_\_  
*Place:*

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<sup>i</sup> Country in which the legal entity is registered.

<sup>ii</sup> Add / delete additional lines for consortium members as appropriate. If this application is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted).

<sup>iii</sup> Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>iv</sup> Last year = last accounting year for entity.

<sup>v</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>vi</sup> The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

<sup>vii</sup> A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>viii</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

<sup>ix</sup> Corresponding to the specialisations identified in point 4 below.

<sup>x</sup> Staff directly employed by the candidate on a permanent basis (i.e., under indefinite contracts).

<sup>xi</sup> Other staff not directly employed by the candidate on a permanent basis (i.e., under fixed-term contracts).

<sup>xii</sup> Add / delete additional lines and/or rows as appropriate. If this proposal is submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).