



CARICOM

Caribbean Community Secretariat
P.O. Box 10827
Turkeyen
Greater Georgetown
Guyana

Your Ref:

Our Ref:

LETTER OF INVITATION TO TENDER

10th March 2023

Contract reference no.: CCS/INSURANCE/R2/2022-GR

Dear Sirs,

**SUBJECT: INVITATION TO TENDER FOR
Provision of Group Health and Group Life Insurance Plan to
the CARICOM Secretariat and Regional Institutions**

This is an invitation to tender for the above-mentioned contract. Please find enclosed the following documents, which constitute the tender documents:

- A. Instructions to tenderers
 - Annex i: Financial Bid (model financial offer)
 - Annex II: forms (Financial and Legal Identity)
- B. Further information
 - **ADMINISTRATIVE COMPLIANCE GRID**
 - **EVALUATION GRID**
 - **NON-DISCLOSURE AGREEMENT**
- C. Tender Submission form for a supply contract

For full information about procurement procedures please consult the CARICOM Secretariat's Guidelines and Procedures Manual (GPM), which can be downloaded from [HYPERLINK http://www.caricom.org/jsp/secretariat/procurement.jsp?menu=secretariat](http://www.caricom.org/jsp/secretariat/procurement.jsp?menu=secretariat)

We look forward to receiving your tender before the submission deadline at the address specified in the documents.

Yours sincerely,

< Name and signature >

A. Instructions to Tenderers

Provision of Group Health and Group Life Insurance Plan to the CARICOM Secretariat and Regional Institutions

Timetable

| | DATE | TIME* |
|--------------------------------------------------------------------|---------------|--------------|
| Deadline for requesting clarification from the CARICOM Secretariat | 1 April 2023 | 16:00hrs |
| Last date for the CARICOM Secretariat to issue clarification | 5 April 2023 | 16:00hrs |
| Deadline for submitting tenders | 12 April 2023 | 16:00hrs |
| Interviews/presentation (if any) | 24 April 2023 | TBD |
| Completion date for evaluating technical offers | 5 May 2023 | NA |
| Notification of award | 8 May 2023 | NA |
| End of standstill period | NA | NA |
| Contract signature | 22 May 2023 | NA |
| Start date | 1 June 2023 | NA |

SECTION 1 – Current Situation

The Caribbean Community (CARICOM) Secretariat is the administrative arm of the CARICOM Community with its headquarters located in Guyana and offices in Barbados and Jamaica. The CARICOM Secretariat offers as part of its compensation and benefits, a Group Health and Group Life Insurance Plan. The Plan covers group medical, dental, vision and life coverage for staff, their eligible dependents, and retirees from across these offices, and also CARICOM Regional Institutions. The Secretariat pays fifty per cent (50%) of the premiums for its senior staff, and seventy-five per cent (75%) of the premiums for its junior staff.

The CARICOM Regional institutions covered under the current Plan are as follows:

- i. CARIBBEAN CENTRE FOR DEVELOPMENT ADMINISTRATION (CARICAD)
- ii. CARIBBEAN AGRICULTURAL HEALTH AND FOOD SAFETY AGENCY (CAHFSA)
- iii. CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE (CCCCC)
- iv. CARIBBEAN DISASTER EMERGENCY MANAGEMENT AGENCY (CDEMA)
- v. CARIBBEAN EXAMINATIONS COUNCIL (CXC)
- vi. CARIBBEAN INSTITUTE FOR METEOROLOGY AND HYDROLOGY (CIMH)
- vii. CARIBBEAN METEOROLOGICAL ORGANISATION (CMO)
- viii. CARIBBEAN PUBLIC HEALTH AGENCY (CARPHA)

- ix. CARIBBEAN REGIONAL FISHERIES MECHANISM (CRFM)
- x. CARICOM COMPETITION COMMISSION (CCC)
- xi. CARICOM DEVELOPMENT FUND (CDF)
- xii. CARICOM REGIONAL ORGANISATION FOR STANDARDS AND QUALITY (CROSQ)
- xiii. CARIBBEAN EXPORT DEVELOPMENT AGENCY (CARIBBEAN EXPORT)
- xiv. CARIBBEAN TOURISM ORGANIZATION (CTO)

Current Beneficiary Distribution

Table I - CARICOM Secretariat

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|----|------------|----|------------|----|------------|----|------------|----|----------|---|------------------------|-----|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 8 | 13 | 15 | 30 | 33 | 57 | 31 | 64 | 9 | 10 | 2 | 1 | 98 | 175 |
| 21 | | 45 | | 90 | | 95 | | 19 | | 3 | | 273 | |

Table II – Caribbean Centre for Development Administration (CARICAD)

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|---|------------|---|------------|---|------------|---|----------|---|------------------------|---|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 2 | 1 |
| 0 | | 0 | | 0 | | 0 | | 3 | | 0 | | 3 | |

Table III – CARICOM Competition Commission

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|---|------------|---|------------|---|------------|---|----------|---|------------------------|---|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 0 | 0 | 1 | 0 | 2 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 3 | 2 |
| 0 | | 1 | | 3 | | 1 | | 0 | | 0 | | 5 | |

Table IV – Caribbean Disaster Emergency Management Agency (CDEMA)

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|---|------------|---|------------|---|------------|----|----------|----|------------------------|----|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 0 | 1 | 2 | 6 | 4 | 7 | 3 | 2 | 0 | NA | NA | NA | 9 | 16 |
| 1 | | 8 | | 11 | | 5 | | | | | | 25 | |

Table V – Caribbean Export Development agency (CEDA)

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|---|------------|---|------------|---|------------|---|----------|----|------------------------|----|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 0 | 1 | 0 | 1 | 1 | 5 | 0 | 2 | 0 | 1 | NA | NA | 1 | 10 |
| 1 | | 1 | | 6 | | 2 | | 1 | | | | 11 | |

Table VI – Caribbean Institute for Meteorology and Hydrology (CIMH)

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|---|------------|---|------------|---|------------|---|----------|----|------------------------|----|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 0 | 0 | 10 | 7 | 8 | 8 | 9 | 7 | 0 | 1 | NA | NA | 27 | 23 |
| | | 17 | | 16 | | 16 | | 1 | | | | 50 | |

Table VII – Caribbean Regional Fisheries Mechanism (CRFM)

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|---|------------|---|------------|---|------------|---|----------|---|------------------------|---|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 0 | 0 | 0 | 1 | 1 | 1 | 1 | 5 | 2 | 0 | 0 | 0 | 4 | 7 |
| 0 | | 1 | | 2 | | 6 | | 2 | | 0 | | 11 | |

Table VIII– CARICOM Regional Organisation for Standards and Quality

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|---|------------|---|------------|---|------------|---|----------|---|------------------------|---|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 0 | 1 | 0 | 0 | 1 | 2 | 2 | 1 | 0 | 0 | 0 | 0 | 3 | 4 |
| 1 | | 0 | | 3 | | 3 | | 0 | | 0 | | 7 | |

Table IX – Caribbean Examinations Council (CXC)

| Ages 22-31 | | Ages 32-41 | | Ages 42-51 | | Ages 52-61 | | Ages 62-71 | | Ages >72 | | Total No. of Employees | |
|------------|---|------------|----|------------|----|------------|----|------------|---|----------|---|------------------------|----|
| M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| 1 | 5 | 5 | 17 | 12 | 24 | 9 | 27 | 0 | 1 | 0 | 0 | 27 | 74 |
| 6 | | 22 | | 36 | | 36 | | 1 | | 0 | | 101 | |

There are 200 dependents in total.

In addition to the above information on staff, there are 75 pensioners as indicated in the table below

| Pensioners | No. |
|------------------------------------------------------------------|------------|
| CARICOM Secretariat | 35 |
| Caribbean Centre for Development Administration (CARICAD) | 1 |
| CARICOM Competition Commission | 0 |
| Caribbean Disaster Emergency Management Agency (CDEMA) | 0 |
| Caribbean Export Development agency (CEDA) | 0 |
| Caribbean Institute for Meteorology and Hydrology (CIMH) | 14 |
| Caribbean Regional Fisheries Mechanism (CRFM) | 0 |
| CARICOM regional Organisation for Standards and Quality | 0 |
| Caribbean Examinations Council (cxc) | 25 |

Additional census information to be provided before the deadline for submission of tenders

Prospective tenderers (carriers) that intend to submit proposals and require detailed census information must request such information within seven (7) days of the launch of the tender. The request for such detailed information must be accompanied by a signed Non-Disclosure statement (using the format presented at Annex IV, which shall be binding during and after the tender process) and addressed to :

PROGRAMME MANAGER
PROCUREMENT
CARICOM Secretariat
TURKEYEN
GREATER GEORGETOWN
GUYANA
SOUTH AMERICA

Email: procurement@caricom.org. The CARICOM Secretariat has no obligation to provide clarifications after this date.

SECTION 2 – Scope of Coverage

A comprehensive Group Health and Group Life Insurance Plan is required. Under the Group Health aspect of the Plan, coverage shall include group medical, dental and vision. For the Group Life component of the Plan, coverage is required to include accidental death and dismemberment benefits with twenty-four (24) hours coverage.

SECTION 3 – Terms and Conditions of the Policy

The following terms and conditions are required to be applicable to the Group Health and Group Life Plan :

- a) The Group Health component of the plan will cover **all** employees and beneficiaries of the **CARICOM Secretariat** and the **Regional Institutions** (including Officers posted abroad, contractual/ fixed term employees) at any given point of time, during the policy period, while the Group Life aspects of the Plan will **only** cover employees of the CARICOM Secretariat.
- b) The minimum age and maximum age of the employees will be 18 years and 65 years (up to the last day of the month of superannuation) respectively.
- c) The member employees should be covered automatically without individual good health certificate and claims should be settled accordingly. In other words, the claims settlement under group life insurance policy should be 100%.
- d) Payment of claim should be settled for all kinds of deaths, within a month from the date of submission of claim. Group Health claims should be settled within five (5) to seven (7) days.
- e) Payment of subscription amount in respect of insured personnel shall be made on commencement of the policy period.
- f) All new employees shall be automatically covered from the date of their joining the Secretariat or Regional Institutions. Secretariat and the Regional Institutions shall pay subscription for new additions to its workforce during the policy period monthly.
- g) The Secretariat and the Regional Institutions shall enter a policy with the Insurer for a period of one year.
- h) Net settlements of subscription between the Secretariat and the Regional Institutions and the Insurance Provider (on account of new additions, deletions due to any kind of cessation of employment other than death) will be done monthly.
- i) Secretariat and the Regional Institutions, in their discretion, may issue a fresh RFP for renewal after a period of 1 year of policy period or may decide to continue with the existing Insurance Provider, on mutually agreed terms and conditions.
- j) The selected bidder (Carrier) should release the payment of claim to the dependents of deceased personnel to the credit of the Bank/account of the nominee/dependent of the deceased employee on submission of attested copy of death certificate and claim form.
- k) Waiting period of any nature to be waived off.
- l) Upon specific request by any employee, the Insurance Provider shall also be required to extend a Top-Up cover (over and above the Group Health and Group Life Insurance Plan being purchased by the Secretariat and the Regional Institutions), on the same terms & conditions, premium rate, subject to mutual understanding between the Bank and the selected bidder. The premium(s) of such Top-Up Cover shall be borne by the individual employee.

m) Upon specific request by any employee retiring during the policy period, the Insurance Provider shall also be required to extend the insurance coverage to such retiring employee after the date of superannuation until the policy period on the same terms and conditions and premium rate. The premium(s) for the extended period of insurance coverage shall be borne by the employee.

SECTION 4 – STRUCTURE OF TENDER

Tendering process will be divided into 2 sections as mentioned below:

- I. Technical and administrative requirements
- II. Financial

I. **Section 1- Technical and administrative requirements** :- Insurance carriers that submit bids in response to the RFP should comply with the requirements and criteria detailed below and must submit the relevant documents as indicated.

| Basic Requirement | Eligibility Criteria | Documents to be submitted (duly attested/ undertaking submitted on the company's letterhead and signed by the Authorized signatory) |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Legal Entity | The tenderer should be in existence for at least 5 years and should be in the line of business of providing Group Health and Group Life Insurance during the said period. | 1. Completed Tender Submission Form, including the Legal Identity for(with copies of Certificate of Incorporation and Certificate of Commencement of business). 2. Completed Financial Identity form |
| License | The tenderer (carrier) must have valid license at the date of submission of RFP response for providing insurance products/services (i.e. Group Health and Group Life). Bidders(carriers) without any physical presence in any of the Member States of the Community must demonstrate an existing Fronting Arrangement that provides demonstrable evidence of operations that meets client satisfaction even where physical presence may not exist. | A copy of the certificate or license should be submitted and Fronting Agreement, where applicable. |
| Experience | The tenderer should have proven experience of providing and managing Group Health and Group Life Insurance Plans for Public Sector, Banks/Public Sector Undertakings for a group size of at least 350 during the last 2 financial years | Copies of Work Orders/ Agreements with Public Sector Bank(s)/ Undertaking on the company's letterhead clearly stipulating the group size, should be furnished. |

| | | |
|-----------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Claim Settlement Ratio | The tenderer should have a minimum Claim Settlement Ratio of 70% during the last -2 financial years. | Undertaking on the company's letter head. |
| Solvency Ratio | The tenderer should have the Minimum Solvency Ratio of 1 as on 31.08.2022. | The bidder should submit a Solvency Certificate certified by the Statutory Auditor. |
| Professional Indemnity Insurance | The tender must have valid professional indemnity insurance coverage at the | Copy of Certificate Professional Indemnity Insurance |
| | | |

In addition to the above requirements, each bid must include the **Schedule of Benefits** proposed, including but not limited to the following:

GROUP LIFE

- 200% Basic Annual Salary.
- Life Insurance coverage reduces to 50% at age 65 and ceases at age 75 or retirement, whichever is earlier.

ACCIDENTAL DEATH & DISMEMBERMENT

- 200% Basic Annual Salary.
- Accidental Death & Dismemberment benefit should cover each member on and off the job and losses up to 365 days after the accident.
- Accidental Death and Dismemberment benefits terminate at age 65.

GROUP HEALTH

Particulars

Benefits Maximums(in XCD)/Limits

HOSPITALIZATION

- Room & Board(daily limit)
- Maximum days of confinement per disability
- Hospital/Miscellaneous Services Benefits Disability Maximum
- Local Ambulance

OUTPATIENT EMERGENCY ACCIDENT/SICKNESS

- Disability Maximum

SURGERY & ANAESTHESIA BENEFITS

- Surgery Benefits Disability Maximum
- Anesthesia Percentage

MATERNITY BENEFITS

- Maximum Normal Delivery
- Caesarian Section
- Miscarriage
- Prenatal Care
- Prematurity/Congenital Anomalies (New Born)

DOCTOR'S VISIT

- In Office
- At Home
- In Hospital

SPECIALIST CONSULTATION

- Maximum per Consultation
- Maximum per Disability
- Subsequent Visits
- Plus/Maximum

PRIVATE DUTY NURSING BENEFIT

- Registered Nurses Only
- Hospital
- Maximum Visits per disability

X-RAY AND LABORATORY TESTS

- Disability Maximum

- Co-Payment
- Deductible per Disability

PRESCRIPTION DRUGS

- Maximum per Disability
- Co-Payment
- Deductible per Disability

PHYSIOTHERAPY TREATMENT

- Maximum# of Treatment per Disability
- Maximum per Disability

PSYCHIATRIC TREATMENT

- Maximum per Visit
- Maximum # of Consultations per Disability
- Maximum per Disability
- Co-Insurance Factor

HOME BASED HEALTH CARE BENEFIT

- Doctor, Specialist, Nursing, Rehabilitative & Psychiatric
- Maximum per Scheme Year

HIV/AIDS/ARC AND SUBSTANCE ABUSE

- Disability Maximum

PREVENTIVE CARE

- Annual Medical Examination
- Maximum every 2 years
- Annual Pap smear
- Annual Mammogram
- Annual Prostate Test
- Annual Glaucoma Test
- Annual Well Baby Immunization (2 years & under)

SUPPLEMENTARY MAJOR MEDICAL BENEFIT

- Maximum Coverage
- Renewable every 3 years
- Accumulation Period (Years)
- Scheme Year Deductible
- Co-Insurance Factor
- Stop-Loss Provision
- Carry Over Provision

HOSPITAL ROOM AND BOARD

- Applicable in U.K, USA & Canada
- Inside CARICOM – Daily Limit
- Outside CARICOM – Daily Limit
- Psychiatric Benefit
- Co- Insurance Factor

FOR TREATMENT OUTSIDE OF HOME COUNTRY

- Daily Room and Board
- CARICOM Countries (excluding Guyana)
- North American and Beyond
- No. of Trips

INTENSIVE CARE

- Inside CARICOM- Daily Limit
- Outside CARICOM – Daily Limit

AIR FARE

- CARICOM Countries
- North American & Beyond
- Accompanying Parent/Companion
- Maximum # of Trips per year
- Co-insurance Factor

ORGAN TRANSPLANT BENEFIT

- Maximum per Transplant
- Maximum Transplants-Lifetime

VISION CARE BENEFITS SCHEDULE

- Maximum Benefit
- Deductible per Policy Year
- Co-insurance Factor
- Benefit Period

DENTAL CARE BENEFIT SCHEDULE

- Maximum Benefit
- Preventative, Basic & Major Restorative Combined
- Deductible per Policy Year
- Co-insurance Factor
- Benefit Period
- Orthodontic Treatment
- Lifetime Maximum
- Co-insurance

MENTAL HEALTH BENEFIT

- Maximum per Treatment
- Maximum visit per scheme year
- Disability Maximum
- Co-insurance Factor

II. Financial Bid: -

The financial bid/ commercial quote(s) should be submitted using the format in Annex I. It should be submitted on the Company's letterhead and should bear the company's seal and the name, designation, and signature of the Authorized Signatory of the Company.

Additional information before the deadline for submitting tenders

Tenderers may submit questions in writing to the following address no later than **1 April 2023 at 16: 00 hrs.** (Guyana time), specifying the [publication reference](#) and the contract title:

Programme Manager, Procurement
CARICOM Secretariat
Turkeyen, Greater Georgetown Guyana
Fax: 592-222-0080

Email: procurement@caricom.org, cc: selwin.grenion@caricom.org ;
chester.james@caricom.org

The CARICOM Secretariat has no obligation to provide clarification after this date (i.e. 1 April 2023 before the closing date).

Any tenderer seeking to arrange individual meetings with the CARICOM Secretariat 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, **5 April 2023** before the deadline for submitting tenders.

No information meeting is planned.

No site visit is planned

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

Submission of Tenders

Tenders must be delivered for receipt on or before the **12 April 2023 16:00hrs (Guyana time)**. They must include the requested documents mentioned below and be sent to the attention:

**Programme Manager, Procurement
CARICOM Secretariat
Turkeyen, Greater Georgetown
Guyana**

- (a) **Via email** in a password protected pdf file to procurement.tenders@caricom.org, subject to:
 - i. The Technical and Financial Proposals must be submitted in two (2) separate single pdf files, free of viruses and not corrupted.
 - ii. Each single pdf file must be password encrypted.
 - iii. The passwords must **not** be submitted with the tender. Prior to the tender opening, a request will be made for password for the Technical proposal only, from all those who

- would have submitted tenders.
- iv. Only if the Technical Proposal is deemed compliant in accordance with the technical evaluation shall the password for the financial proposal be requested.
 - v. Any submission of either the Technical or Financial Proposals that are not password protected shall be disqualified.
 - vi. Any submission of the Technical Proposal in the same pdf file as the Financial Proposal shall be disqualified;
 - vii. The time of receipt of the electronic transmission shall be recorded electronically on the transmission as it is received.
 - viii. The Secretariat will usually acknowledge receipt of the electronic tender submission.
 - ix. The deadline date and time for submission shall be Guyana time.
 - x. A tenderer sending an email is responsible for ensuring that the transmission of any document attached to it is received before the tender submission deadline.
 - xi. Wherever possible, documents must be converted to pdf from their original electronic version rather than scanned as images. Where documents are only available in hard copy and have to be scanned, the resultant pdf files should, where the quality of the scan allows, be subjected to the process of optical character recognition (OCR). This is to enable the document to be text searchable.
 - xii. Each pdf file MUST be numbered in ascending order throughout regardless of whether multiple documents have been combined (bates numbering recommended).
 - xiii. The default display view size on all pages must be 100%.
 - xiv. Text on all pages must be in a format that will allow comments and highlights to be imposed on the text.
 - xv. The pdf files should be optimized to reduce the size of the file.
 - xvi. The resolution on the electronic submission must be reduced to about 200 to 300 dpi to prevent delays whilst scrolling from one page to another.
 - xvii. Each pdf file must be bookmarked so as to identify the document to which each refers. The bookmark should have the same name or title as the actual document.
 - xviii. Each document submitted together with the Tender submission form must be **hyperlinked** to the pages or documents in the same pdf document to which it refers to permit easy access in a virtual environment to key documents required for the submission.
 - xix. The electronic tender dossier sent to tenderers, may be used as a guide to Tenderers on how their electronic submission ought to be.

All proposals must include the following:-

- a) Technical and administrative requirements documents (as mentioned above).
- b) Financial Bid (using the format mentioned in Annex I)
- c) Deviation, if any from the RFP should be mentioned in the Technical Bid.
- d) A letter submitted on the official letterhead of the tenderer confirming **unconditional acceptance of the terms and conditions** (mentioned under Section 3)
- e) A Policy Document to clearly include (only a requirement not a qualifying criteria) –
 1. Policy servicing and claims administration.

2. Turnaround Time.
3. Claims Process to be clearly defined.
4. Escalation Matrix to be agreed upon.

Selection of Successful Bid

The selection process will consist of two stages.

1. The first stage will be to ascertain whether the bids satisfy the technical and administrative requirements (as per Section 4 (i), including a list of the Schedule of Benefits) **AND include a statement of unconditional acceptance of the terms and conditions of proposed policy** (see Section 3).
2. In the second stage, only bids that satisfy the technical and administrative requirements will be considered for further evaluation. The Financial evaluation will include a comparison of the Bids considering the proposed premiums for the Group Health and Group Life Plan, and the proposed **Schedule of Benefits**.
3. The award decision will be based on the tender that satisfies the technical and administrative criteria, while providing the most economically advantageous offer, considering the Schedule of Benefits and premiums applicable to each component of the Group Health and Group Life Plan.

SECTION 5 – SUB-CONTRACTING

The selected service provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any specialized service in the scope of work requires subcontracting, it needs to be specified in the proposal/ response document with all the details of the work/services. Please note that no work/services shall be subcontracted without the prior permission from the CARICOM Secretariat in writing.

SECTION 6 – TERMINATION

1.1. The CARICOM Secretariat reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

1.2. At any time during the RFP process or before the award of contract that one or more terms and/or conditions laid down in this RFP has not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the CARICOM Secretariat may terminate the contract.

SECTION 7 - 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.

SECTION 8 - 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.

SECTION 9 - Ownership of tenders

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

SECTION 10 - Choice of selected tenderer

The best price of Bids that are substantially responsive to the Technical and administrative requirements.

SECTION 11 - 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 will sign a declaration of impartiality and confidentiality. The evaluation reports and written records are for official use only and will not be communicated neither to the tenderers nor to any party other than the CARICOM Secretariat's Internal Audit Unit, or any other agents approved by the CARICOM Secretariat.

SECTION 12 - Ethics clauses/Corruptive practices

- (b) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the CARICOM Secretariat during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- (c) 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.
- (d) The CARICOM Secretariat 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 CARICOM Secretariat.

- (e) 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 CARICOM Secretariat are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from contracts of the CARICOM Secretariat. The CARICOM Secretariat 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 CARICOM Secretariat may refrain from concluding the Contract.

SECTION 13 – Interviews

The evaluation committee may interview the technically compliant tenders, after having written provisional conclusions but before concluding the technical evaluation.

The date and time of these interviews will be confirmed or notified to the tenderer at least ten days in advance. If a tenderer is prevented from attending an interview by force majeure, a mutually convenient alternative appointment is arranged with the tenderer. If the tenderer is unable to attend this second appointment, its tender will be eliminated from the evaluation process.

SECTION 14 - Standstill Period

A standstill period of **twelve (12) days** shall commence the day following the notification to all tenderers of an intention to award a procurement contract to the successful supplier. During this period any unsuccessful tenderer may file an appeal concerning the outcome of the procedure in accordance with the procedure set out in [clause 21.7](#) of the GPM.

Failure to timely do so, will waive Tenderer's rights to complaint. Any Consultant who disagrees with final award decision shall not use this complaint procedure merely to obtain a second evaluation.

SECTION 15 - Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the Data Protection and Privacy Rules of the CARICOM Secretariat available at <https://caricom.org/wp-content/uploads/CCS-Data-Protection-and-Privacy-Rules-GC.pdf> and with the provisions of the respective financing agreement.

To the extent that the contract covers an action financed by a third-party funding agency, the CARICOM Secretariat may share communication related to the implementation of the contract, with the funding agency. These exchanges shall be made to the agency,

solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the funding agency – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the third-party funding agency.


In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to external institutions and bodies and communicate the above mentioned Data Protection and Privacy Rules to them.

Any personal data requested is done on the authority of the CARICOM Secretariat, who for the purposes of this RFP is the contracting authority. If processing your reply to the proposal involves transfer of personal data (such as names, contact details and CVs) to the CARICOM Secretariat, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the CARICOM Secretariat and to comply with its obligations under its Data Protection and Privacy Rules. The intended recipients of any such data shall be staff of the CARICOM Secretariat involved in the procurement procedure and contract implementation. Any personal data that is required under this RFP is compulsory and failure to provide same may lead to rejection of the RFP. Any person whose personal data is under the control of the CARICOM Secretariat pursuant to this RFP shall have the right to access, modify, correct or delete its data in accordance with the CARICOM Secretariat's Data Protection and Privacy Rules. For the part of any personal data transferred by to the CARICOM Secretariat pursuant to this tender, the controller for the processing of personal data carried out within the CARICOM Secretariat is: -

Mr. Chester James
Programme Manager –
Procurement Caribbean
Community (CARICOM)
Turkeyen, Greater
Georgetown Guyana
Tel: + (592) 222 – 0001-6

Annex I: Financial Bid (model financial offer)

| Particulars | Amount in XCD |
|-----------------------------------------------------------------------------------------|----------------------|
| 1. Rate of premium, for Group Health (exclusive of service tax) | |
| 2. Rate of premium, per thousand, Sum Assured for Group Life (exclusive of service tax) | |

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | |
| LEGAL IDENTIFICATION | |
| LEGAL FORM | <input style="width: 100%;" type="text"/> |
| NAMES | <input style="width: 100%;" type="text"/> |
| | <input style="width: 100%;" type="text"/> |
| | <input style="width: 100%;" type="text"/> |
| ABBREVIATION | <input style="width: 30%;" type="text"/> |
| ADDRESS OF HEAD OFFICE | <input style="width: 100%;" type="text"/> |
| | <input style="width: 100%;" type="text"/> |
| | <input style="width: 100%;" type="text"/> |
| | <input style="width: 100%;" type="text"/> |
| POST CODE | <input style="width: 30%;" type="text"/> P.O BOX <input style="width: 30%;" type="text"/> |
| TOWN/CITY | <input style="width: 100%;" type="text"/> |
| COUNTRY | <input style="width: 100%;" type="text"/> |
| VAT NO | <input style="width: 100%;" type="text"/> |
| PLACE OF REGISTRATION | <input style="width: 100%;" type="text"/> |
| DATE OF REGISTRATION | <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> <input style="width: 30px; height: 20px;" type="text"/> DD MM YYYY |
| REGISTRATION NO. | <input style="width: 100%;" type="text"/> |
| PHONE | <input style="width: 30%;" type="text"/> FAX <input style="width: 30%;" type="text"/> |
| EMAIL | <input style="width: 100%;" type="text"/> |
| THIS FORM SHOULD BE COMPLETED AND SUBMITTED ALONG WITH THE FOLLOWING: | |
| <ol style="list-style-type: none"> 1. A copy of the VAT Registration document, where applicable. 2. A copy of the official company registration document, showing the name of the legal entity, the address of the Head Office and the registration number that was assigned by the Companies Registry | |



| FINANCIAL IDENTIFICATION | |
|----------------------------------------------------------------------------------------------------------|-------------------------------------|
| ACCOUNT NAME | |
| ACCOUNT NAME | |
| | |
| ADDRESS | |
| | |
| | |
| TOWN/CITY | ZIPCODE |
| | |
| COUNTRY | |
| | |
| CONTACT | |
| | |
| TELEPHONE | FAX |
| | |
| EMAIL | |
| | |
| BANK | |
| BANK NAME | |
| | |
| BRANCH ADDRESS | |
| | |
| | |
| TOWN/CITY | ZIPCODE |
| | |
| COUNTRY | |
| | |
| ACCOUNT NUMBER | |
| | |
| IBAN | |
| | |
| <i>If the IBAN(international Bank Account Number)exists in the country where the bank is established</i> | |
| Remarks | |
| | |
| BANK STAMP AND SIGNATURE OF REPRESENTATIVE OF BANK | DATE OF SIGNATURE OF ACCOUNT HOLDER |
| | |

C. Further information

ADMINISTRATIVE COMPLIANCE GRID

| | | | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------|
| Contract title : | Provision of a Group Health and Life Insurance Plan to the CARICOM Secretariat and Regional Institutions | Publication reference : | CCS/INSURANCE/R2/2022-GR |
|-------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------|

| Tender envelope number | Name of tenderer | Is tenderer (consortium) nationality ¹ eligible? (Y/N) | Is documentation complete? (Y/N) | Is language as required? (Y/N) | Is tender submission form complete? (Y/N) | Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/Not Applicable) | Other administrative requirements of the tender dossier? (Yes/No/Not applicable) | Overall decision? (Accept / Reject) |
|------------------------|------------------|-------------------------------------------------------------------|----------------------------------|--------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |

| | |
|--------------------------------|--|
| Chairperson's name | |
| Chairperson's signature | |
| Date | |

¹ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible.

EVALUATION GRID

| | | | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------|
| Contract title : | Provision of Group Health and Group Life Insurance Plan to the CARICOM Secretariat and Regional Institutions | Contract reference No. : | CCS/INSURANCE/R2/2022-GR |
|-------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------|

| Tender envelope No | Name of Tenderer | Economic & financial capacity? (OK/a/b/...) | Professional capacity? (OK/a/b/...) | Claim Settlement Ratio The tenderer should have a minimum Claim Settlement Ratio of 70% during the last -2 financial years. | Solvency Ratio The tenderer should have the Minimum Solvency Ratio of 1 as on 31.08.2022. (Y/N) | Experience (The tenderer should have proven experience of managing Group Life Insurance Policy for Public Sector, Banks/Public Sector Undertakings for a group size of at least 350 during the last 2 financial years (Y/N) | Professional Indemnity Insurance (Y/N) | Documents to be submitted (duly attested/ undertaking submitted on company's letter head should be signed by the Authorized signatory) | Technically compliant? Y/N) | Justification/ notes: |
|--------------------|------------------|------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| | |
|-----------------------------------------|--|
| Evaluator's name & signature | |
| Evaluator's name & signature | |
| Evaluator's name & signature | |
| Date | |

[D.] TENDER FORM

Contract reference No. : CCS/INSURANCE/R2/2022-GR

Title of contract: Provision of Group Health and Group Life Insurance Plan to the CARICOM Secretariat and Regional Institutions

<Place and date>

A: <CARICOM Secretariat>.

One signed form must be supplied), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the tender. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Tenders being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the CARICOM Secretariat upon request. For economical and ecological reasons, we strongly recommend that you submit your files electronically.

1 SUBMITTED BY

| | Name(s) of tenderer(s) | Nationality² |
|---------------------------|-------------------------------|--------------------------------|
| Leader³ | | |
| Member | | |
| Etc ... | | |

² Country in which the legal entity is registered.

³ add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as **‘leader’** (and all other lines should be deleted).

2 CONTACT PERSON (for this tender)

| | |
|------------------|--|
| Name | |
| Address | |
| Telephone | |
| Fax | |
| E-mail | |

3 ECONOMIC AND FINANCIAL CAPACITY⁴

Please complete the following table of financial data⁵ 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 on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

| Financial data | 2 years before last year⁶ [currency] | Year before last year [currency] | Last year €[currency] | Average⁷ [currency]€ | This year [currency]€ |
|----------------------------------|------------------------------------------------------------|---------------------------------------------|----------------------------------|--------------------------------------------|----------------------------------|
| | | | | | |
| Current Assets ⁸ | | | | | |
| Current Liabilities ⁹ | | | | | |

⁴ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

⁵ If this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract..

⁶ Last year=last accounting year for entity.

⁷ Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁸ 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.

⁹ 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.

4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years.¹⁰

| Average manpower | Last year | | This year | |
|----------------------------------------------------|-----------|---------------------------------------------------------|-----------|---------------------------------------------------------|
| | Overall | Total for fields related to this contract ¹¹ | Overall | Total for fields related to this contract ¹¹ |
| Permanent staff ¹¹ | | | | |
| Other staff ¹² | | | | |
| Total | | | | |
| Permanent staff as a proportion of total staff (%) | % | % | % | % |

¹⁰ If this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract.

¹¹ Staff directly employed by the Tenderer on a permanent basis (i.e. under indefinite contracts).

¹² Other staff not directly employed by the Tenderer on a permanent basis (i.e. under fixed-term contracts).

5 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the CARICOM Secretariat upon request.

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender No <.....> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:
Group Health and Group Life Insurance [*description of services*]
- 3 The price of our tender, if applicable [*excluding the discounts described under point 4*] is:
Group Health and Group Life Insurance 4 We will grant a discount of [%], or [.....]
- 5 This tender is valid for a period of 90 days from the final date for submission of tenders.
- 6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the Special Conditions.
- 7 Our firm/company [*and our subcontractors*] has/have the following nationality:
<.....>
- 8 We are making this tender in our own right [as member in the consortium led by < name of the leader / ourselves >]*. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].
- 9 We are not in any of the situations excluding us from participating in contracts which are listed in section of the GPM. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.
We also undertake, if required, to provide evidence of financial and economic standing and technical and other eligibility criteria for this tender specified in the instructions point 17.
We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.
- 10 We agree to abide by the ethics clauses in Section 12 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this tender.
- 11 We will inform the CARICOM Secretariat immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded by the CARICOM Secretariat.
- 12 We note that the CARICOM Secretariat is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

- 13** We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with Clause 17 of Module 3 of the GPM, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeat offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations or commit substantial errors, irregularities or fraud, we will also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement.
- 14** [* Delete as applicable]

If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e. those not included in annual audited accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

| Financial data | 2 years before last⁵ [currency] | Year before last year [currency] | Last year [curren cy] | Average⁶ [curren cy] | This year [curren cy] |
|----------------------------------|-----------------------------------------------------------|----------------------------------------------------------|--------------------------------------|------------------------------------------------|------------------------------------------|
| | | | | | |
| Current Assets ⁸ | | | | | |
| Current Liabilities ⁹ | | | | | |

The following table contains our personnel statistics as included in the consortium's tender form:

| Average manpower | Previous year | | Last year | | This year | |
|-------------------------------|---------------|-------------------------------------------------|-----------|-------------------------------------------------|-----------|-------------------------------------------------|
| | Overall | Total for fields related to this contract 11 | Overall | Total for fields related to this contract 11 | Overall | Total for fields related to this contract 11 |
| Permanent staff ¹² | | | | | | |
| Other staff ¹³ | | | | | | |

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

Annex IV-
NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** (hereinafter referred to as the “Agreement”) is made the ___ day of _____ 2023 between **Caribbean Community Secretariat** with registered offices situate at Turkeyen, Greater Georgetown in the Co-operative Republic of Guyana (hereinafter referred to as “the Recipient”) of the **ONE PART** and _____ (hereinafter referred to as “the Discloser”) of the **OTHER PART**, each hereinafter referred to as the “Party” and collectively as “the Parties”.

WHEREAS the Discloser intends to disclose information (“the Confidential Information” – as defined below) to the Recipient for the purpose of obtaining Group Health and Life Insurance proposals (“the Purpose”)

AND WHEREAS the Discloser wishes to protect its Confidential Information against any unauthorised use and/or any unauthorised or uncontrolled disclosure to third parties

IT IS HEREBY AGREED as follows:

1. **Confidential Information:** The Confidential Information to be disclosed by the Discloser under this Agreement, whether electronically, in writing or orally, will include, but will not be limited to, **CARICOM Secretariat and Regional Institutions** employees identification number, salary, date of birth, age, gender, number of dependents and relationship, dependent date of birth and current coverage type details.
2. **Non-Disclosure:** The Recipient undertakes to keep the Confidential Information secure and not to directly or indirectly disclose, disseminate, divulge, publish, report, reveal or transfer any Confidential Information to any third party or to use it for any purpose other than the Purpose. The Recipient will only permit access to the Confidential Information to:
 - 2.1. its employees or other agents hired by the Recipient who need to know the same for the Purpose and who have signed confidentiality agreements with the Recipient or are otherwise bound by confidentiality obligations equivalent to those contained herein and owe a duty of confidence to the Recipient; or
 - 2.2. its attorneys-at-law in the event that it requires legal advice in relation to the Purpose and if said attorneys-at-law need to have access thereto wholly necessarily and exclusively for the purposes of this Agreement.

3. The undertakings herein will remain in force indefinitely and will apply to all documents, data and/or information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed, except where:
 - 3.1. any information which is in, or in future comes into, the public domain unless as a result of a breach of this Agreement; or
 - 3.2. any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser; or
 - 3.3. the Recipient is required by law or by any competent authority to do so.

4. **Use of Confidential Information/Intellectual Property Rights:** The Confidential Information will remain the exclusive property of the Discloser and will only be used by the Recipient solely for the Purpose. The Recipient acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement could cause irreparable damage to the Discloser. Neither this Agreement nor the supply of any information by the Discloser grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

5. **Notice of Disclosure:** The Recipient will immediately notify the Discloser upon discovery of any loss or unauthorised disclosure of the Confidential Information.

6. **Return/Non-Retention of Confidential Information:** The Recipient will, on request of the Discloser, return all copies and records of the Confidential Information to the Discloser or, in the case of electronic copies of Confidential Information, delete it or make it reasonably inaccessible and will not retain any copies or records of the Confidential Data/Information in electronic or any other form for any purpose.

7. **Governing Law:** This Agreement will be governed by, and will be construed in accordance with, the laws of Barbados.

IN WITNESS WHEREOF the said Parties hereto have executed this Agreement on the date hereinbefore written.

For _____ :

For CARICOM Secretariat:

Name: _____

Name: _____

Designation: _____

Signature: _____

Date: _____

Designation: _____

Signature: _____

Date: _____