



# ***GUIDELINES AND PROCEDURES MANUAL***

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**INTRODUCTION**

**BACKGROUND/CONTEXT**

1. The Caribbean Community (CARICOM) Secretariat is the Principal Administrative Organ of the Caribbean Community and the Secretary-General is its Chief Executive Officer (CEO). The duties and functions of the Secretary-General and the Secretariat are laid out in Chapter Two of the Revised Treaty of Chaguaramas Establishing the Caribbean Community including the CARICOM Single Market and Economy. The budget of the Secretariat is funded from contributions of Member States to its Operational and Capital Budget. However, given the constraints to Member States' contributions to the Secretariat's budget, the identification and mobilisation of external support is critical to enable the Secretariat to implement projects to achieve the objectives of the Community.
2. Two (2) central imperatives underpin the Secretariat's mobilisation and utilisation of resources. The first imperative is to ensure that all resources are utilised within a framework of the highest standards of transparency and accountability. The second imperative is an effective resource mobilisation strategy.
3. Sound project conceptualisation, formulation and management, the highest standards of accounting and reporting, fair and transparent procurement procedures and clear policy guidelines covering all aspects of operations are all seen as indispensable to securing the human and financial resources required for implementation of the Community's Work Programme. This is so for all resources, whether contributed by Member States or by an International Development Partner (IDP).

**PURPOSE OF MANUAL**

4. The purposes of this Guidelines and Procedures Manual (GPM) are:
  - to ensure that studies/projects undertaken by the Secretariat reflect Community priorities and are relevant to the CCS' purposes;
  - to provide a cost effective system for the Caribbean Community Secretariat (CCS) to identify and implement studies/projects;
  - to facilitate the efficient procurement of high quality materials, consultancy services and other services in a transparent and timely manner;
  - to provide policy guidelines and directions in other areas of operations including Official Travel, Sub-Delegation Arrangements, Organisation of Meetings, Protocol etc.

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### FORM OF PRESENTATION

5. The Manual comprises individual Modules which can “stand alone” so that personnel involved, for example, in the procurement process need only to turn to the Module on Procurement for guidance without necessarily referring to any other Module. The material is organised in the form of policies, procedures and authorities and is presented in a clear and logical manner so that the uninitiated can use these Modules with little difficulty.
6. The Manual comprises the following:

<b>Module One</b>	-	Approval and Implementation of Studies and Projects
<b>Module Two</b>	-	Procurement of consultancy services
<b>Module Three</b>	-	Procurement of goods, equipment and related services
<b>Module Four</b>	-	Procurement of Travel and Accommodation (Travel Module)
<b>Module Five</b>	-	Grants
7. Other Modules will be added over time to cover other areas of the CARICOM Secretariat's operations.

### TERMS AND CONDITIONS OF THE MANUAL'S USE

8. This Reference Manual is the property of the CARICOM Secretariat. The CARICOM Secretariat has the copyright and supervision over this Reference Manual. The Manual will be regularly reviewed and updated by the CARICOM Secretariat as necessary.
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### PROCEDURES TO REVISE THE MANUAL

11. The Procedure for revision will be:

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- A Secretariat Staff Member will document any revisions considered necessary for improvement of the system, sign and date the proposed revision and forward a copy to the Deputy Secretary-General for consideration, along with reasons for therevision.
- The Deputy Secretary-General or personnel delegated by the Deputy Secretary-General will review the revisions and, if approved, sign and date as proof ofapproval.
- Once approved, the revisions will be made to the applicable pages of the Manual and the effective date of the revisions will be stated on the cover page.
- The Deputy Secretary-General or personnel delegated by the Deputy Secretary-General will then issue the revised pages to the official holders of the Manual/Module and update the official control log.





## **MODULE ONE**

# **APPROVAL AND IMPLEMENTATION OF STUDIES AND PROJECTS**



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**MODULE ONE**  
**APPROVAL AND IMPLEMENTATION OF STUDIES**  
**AND PROJECTS**

***Policy***

1. This Module sets out the Secretariat's policies and procedures for the choice and management of Projects/Studies to ensure that the deliverables are driven by quality and cost effectiveness.
2. The choice of Studies/Projects will be determined in the context of the Community's and Secretariat's Strategic Priorities and the Mandates from the Organs and Institutions of the Community. The current Strategic Priorities are set out in **Appendix 1 to this Module**.
3. The requirements of this Manual apply to all studies and projects, provided that, in the case of studies and projects, which are funded from resources provided by various IDPS, particular policies, procedures and authorities for approval and implementation may be specified and, in such cases, the requirements of the formal agreements between the CARICOM Secretariat and the IDP(s) shall apply.

***Identification of Studies/Projects***

4. Studies and projects are normally identified and proposed by the Secretariat's Programme Managers during the preparation of the Secretariat's Work Programme and Budget. Studies and projects may also emerge as follow-up to decisions taken by Community bodies or by the Executive Management of the Secretariat.
5. These proposed studies and projects are developed and reviewed by Secretariat personnel with advisory input from the Secretariat's Resource Mobilisation and Technical Assistance (RMTA), Human Resource Management (HRM), Finance, and other relevant Programmes.
6. At the project concept stage of the development of the study or proposal, Executive Management of the Secretariat will decide whether the project or study should be targeted for funding from the Secretariat's Research and Advisory budget or an IDP. Approved proposals shall be submitted to a designated IDP through the Office of the Deputy Secretary-General.

***Selection Criteria***

7. The following questions will guide the selection of projects:
  - 7.1 What level of priority is accorded the project/study in relation to the Secretariat's priorities as set out in its Biennial Work Programme or in mandates from Community Bodies, and is it in accordance with the current Strategic Plan?

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- 7.2 How does it advance the Secretariat's and the Community's goals?
- 7.3 Are beneficiaries clearly defined and identified (e.g. governments, private sector, NGOs) and have they indicated any form of commitment to implement courses of action that may be recommended?
8. The long-term and sustainable impact of the study/project must also be assessed. The following questions act as a guide thereto:

### **Organisational**

- Does the project have a sound organisational structure?
- What are the likely policy or institutional implications?
- What are the immediate and long-term financial and budgetary implications?
- Are community stakeholders (private sector, other institutions, public sector technicians) key elements in project design and future implementation?
- Is operationalising of recommendations likely to go forward?

### **Social**

- Are there likely negative social impacts? If so, on which groups?
- What mitigation measures are planned? Are they adequate and of acceptable cost?
- Are there significant gender issues including gender division of labour, gender roles and relations, access to/control over resources/benefits? If so, how are they addressed?

### **Economic**

- What net economic benefits will there be to Member States?
- Is there any export potential to be derived?
- How likely are the results of the study/project to be implemented?

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### **Financial/ Commercial**

- Why does the project/study make financial sense?
- Is sustainability in the form of cost-recovery, or other self-sufficiency mechanisms part of the project design?
- Does a market exist for the project output?
- Are appropriate sales arrangements being proposed or put in place?
- Are the services or goods being obtained from the best sources in terms of quality, experience and reliability of suppliers?
- What are the terms of delivery and payment?
- What kind of procurement method will be adopted?

### **Environment**

- Are there likely significant environmental effects from the study/project? If so, are there feasible mitigation strategies for negative effects?
- Is conservation/sustainable development of renewable resources an issue?

### **Technical**

- Is the project technically sound?
- Can the technology be used or adapted to the Region?
- Are the maintenance skills available?
- How is the technology linked to the administrative and institutional capacity?

### **Legal**

- What are the legal implications of the project?
- Is the legal framework in place to facilitate the implementation of the project?
- What are the legal obligations on the part of the Secretariat or Member State, which may affect the design of the project?

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### *Format of Study/Project Proposals*

9. Proposals to undertake Studies or Projects will include sufficient information to allow proper assessment of the study/project. Such information will be presented under the following headings:

#### **Background:**

- Statement on the current situation indicating the causes or conditions, which brought on the problems, which this project will contribute to solving and the current consequences of the situation which justify the proposal.
- Prior assistance and/or previous relevant studies (list them with year of activation, completion, results and lessons learnt).
- Mandate and/or priority within the Caribbean Community's approved Work Programme.
- List of stakeholders and/or beneficiaries.
- Reasons why/indicators that the beneficiary would be prepared to implement or fund the recommendations of the study/project.

#### **Project Description**

- Broad development objectives to which the project contributes.
- Specific objective(s) of the project (a statement of the desired situation if the project were to be successful).
- Major components (a description of the scope of the project with identification of each component and specific activities related to each component).
- Measurable outputs/results intended by the project. This should be connected to a statement of activities required to achieve each output/result. Measuring and reporting on progress would be facilitated by a summary table linking outputs/results by components, performance indicators (how success will be measured) and intended date of achievement.
- Inputs/resources required for activities.
- Outcomes and performance indicators: Outputs that are achievable at the purpose level within the time-frame of the project may produce results or outcomes. Project progress may be graphically presented in simple tabular format linking outcome/related purpose, performance indicator, means of verification and dates.

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- Long-term impacts – A simple table may be used to link the broader goal of the project to the possible longer-term consequence of the project (that is reflecting impacts, indicators, verifiers, dates).
- Scheduling: An indication of estimated project start and finish may be presented in either table or bar chart form. This should provide an indication of activities with beginning and end dates and milestones of achievement.
- Project Management: briefly describe project implementation methodologies to be utilised. Also describe management structure, assigned responsibilities including monitoring of performance (progress in producing results) use of resources and reporting responsibilities.
- Anticipated Benefits: Economic, financial, institutional strengthening, other for specified target groups.
- Assumptions and risks: Identify important assumptions, risks and mitigation measures.
- Project budget -
  - Detailed budget for activities
  - Counterpart funding or contribution in kind
  - Funding from donor institutions
- Project monitoring and Reporting -
  - Who is project manager?
  - Time-frame for submission of progress reports?
  - Time-frame for submission of financial reports?
- Project Evaluation and follow-up -
  - Feedback from project output users and beneficiaries.
  - Assessment of effectiveness of the project initiatives (strengths and weaknesses).
  - Activities required to ensure sustainability of project.
  - Strategy for implementation of policies etc as applicable.

## ***PROCEDURES***

### ***Submission/Approval Process***

10. The Programme Managers will formulate study/project proposals out of the Secretariat's approved Annual Work Programme. Thereafter, the proposals will be approved by the Secretariat, as follows:

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- 10.1. Programme Manager prepares a complete proposal, collaborating with the Resource Mobilisation and Technical Assistance [RMTA], Human Resource Management Sub-Programme, the Finance Programme and other relevant Programmes.
- 10.2. Programme Manager submits the proposal to the appropriate Director for review. In cases where the Programme Manager does not report to a Director, the Programme Manager will submit the proposal to his/her Reporting Officer.
- 10.3. The Director/Reporting Officer reviews the proposal for completeness. If necessary, the Director return(s) the proposals to the Programme Manager, with recommendations for improvement.
- 10.4. The Director/Reporting Officer submits the proposal to the Resource Mobilisation Unit.
- 10.5. Within two (2) weeks of receipt, RMTA reviews the proposal for completeness and technical accuracy and assigns a unique project control number and informs the Director/Reporting Officer accordingly.
- 10.6. The Director/Reporting Officer addresses any issues raised by RMTA and submits the revised project to the Executive Management Committee for consideration.
- 10.7. The Executive Management Committee, or other Committee which EMC may designate or establish for this purpose, considers and approves or rejects the project.
- 10.8. Once approved, the Executive Management Committee forwards the project to the Programme Manager through the Director/Reporting Officer for implementation.
- 10.9. If the Project is approved for submission to a donor agency for consideration, the project will be forwarded to the agreed donor agency through the Office of the Deputy Secretary-General.
- 10.10. Copies of all approved projects shall be submitted to the Director, Finance
11. After receipt of an approved project, the Director, Finance who has responsibility for reporting on project financial performance will establish the necessary controls for proper financial operations and monitoring in accordance with the prescriptions of the Secretariat's Financial Rules and Accounting Manual.
12. After a project is submitted to the agreed donor agency, the implementing Programme Manager and the Resource Mobilisation and Technical Assistance Programme will liaise with each other and with the appropriate persons at the IDP to ensure that, during the consideration and approval process, any specific requirements of the IDP are met on a timely basis.



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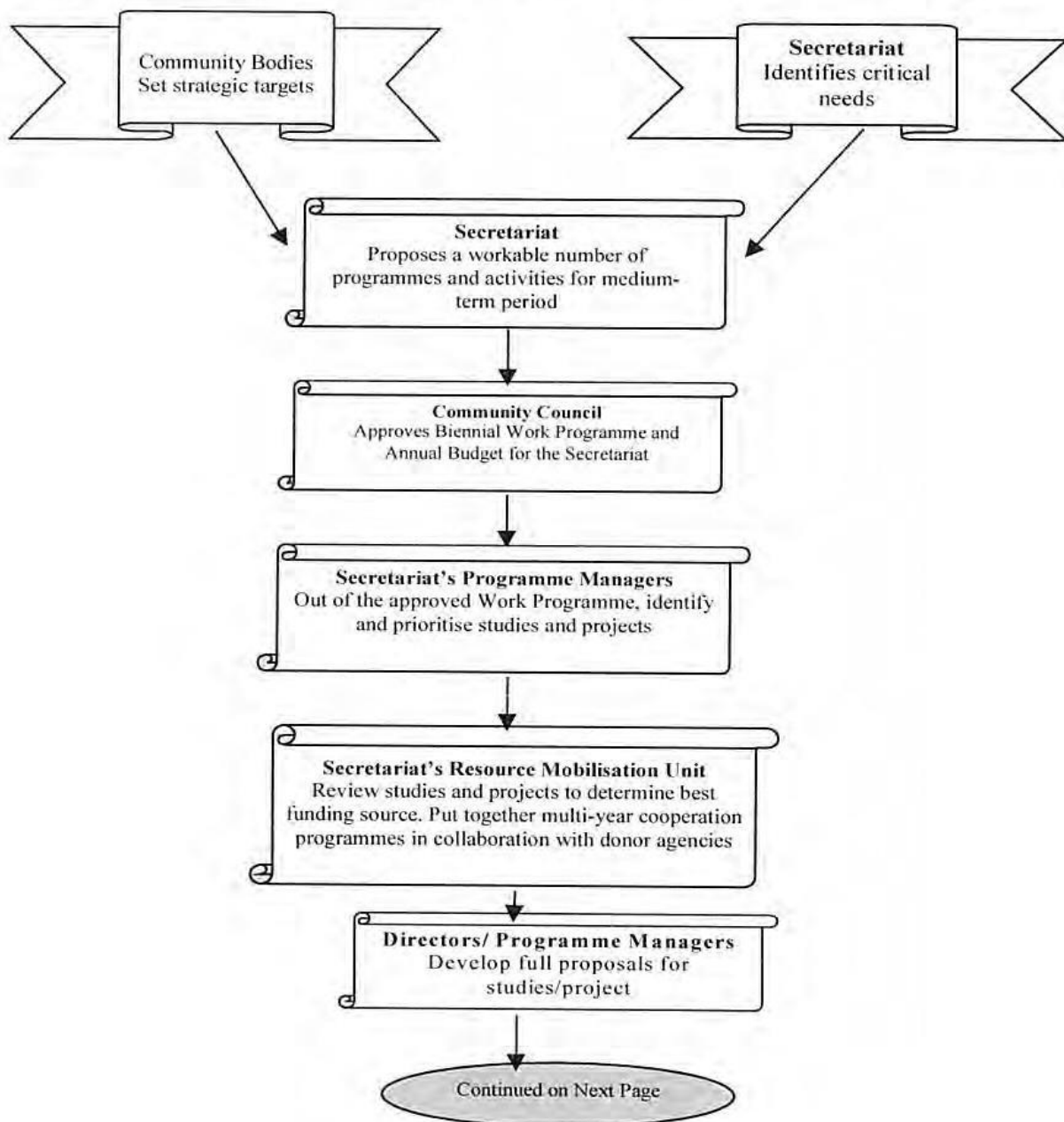
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13. All official correspondence with the IDP should be channelled through the Office of the Deputy Secretary-General during the life of the project. The Director, Corporate Services or Designate, and the Programme Manager, Resource Mobilisation and Technical Assistance are responsible for the smooth management of this process.
14. If approved by the donor agency, the Programme Manager, Resource Mobilisation and Technical Assistance will ensure that proper legal certification is obtained from the Legal and Institutional Development Programme of the Secretariat prior to submission of any Technical Cooperation Agreement for signature by the Secretary-General or official staff member designated by him.

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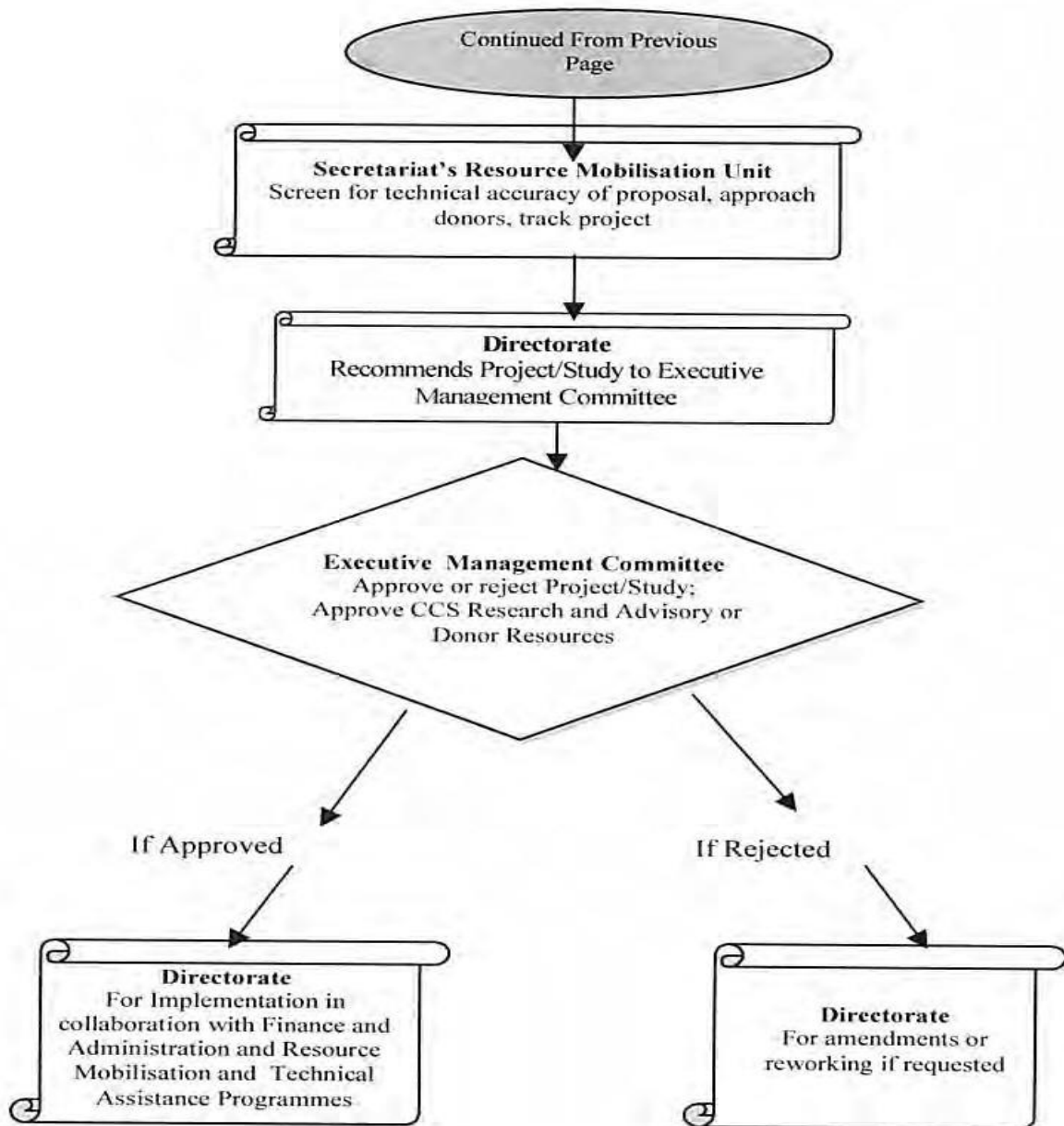
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### FLOWCHART OF IDENTIFICATION, SELECTION AND APPROVAL PROCESS



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### ***Planning Process***

15. Project management is a critical step in ensuring the proper conduct of a project. It is a detailed, logical, step by step process through which all planned aspects of the project, together with the human resources, beneficiaries and consultant are administered and controlled in such a manner as to produce the project's deliverables in the most economical, efficient and effective manner.
16. The process is conducted throughout the project from pre-planning to completion (i.e. cradle to grave). In addition, proper project management provides the most powerful means of on-the- job training of staff. Project management is a technical skill and the role of the Programme Manager is a crucial one. To ensure a study/project delivers the expected output results, the Programme Manager must properly manage each key aspect of the study/project. Such management commences with and includes proper and focused project planning.
17. Project Planning involves the establishment of a transparent reporting structure and the setting out of the steps to be taken to ensure that the study/project is conducted economically, efficiently and effectively, and that the study/project objectives are met.
18. The key aspects of a study/project which must be planned and managed are:
  - 18.1 Study/Project Concept - to determine at the outset the results desired and the conceptual framework required to achieve these results.
  - 18.2 Study/Project Plan - to outline the scope of work necessary, expertise required, the duration of assignment, the cost of the assignment, cash flow pattern, the milestones, measurable outputs.
  - 18.3 Hiring of Consultants - to ensure best value and timely delivery.
  - 18.4 Procurement of Material/Equipment - to ensure best value and timely delivery.
  - 18.5 Fieldwork - to ensure fieldwork is performed economically, efficiently and effectively to produce desired results and that the scope of work can be revised; and/or to discontinue the study/project if progress results indicate that it serves no useful purpose to continue.
  - 18.6 Financial Control - to guard against uneconomical use of funds.
  - 18.7 Completion of the Study/Project - to facilitate the study/project delivering measurable results equivalent at least to expectation.
  - 18.8 Future Implementation of Study/Project Results - to facilitate monitoring of corrective action and, therefore, achievement of benefits.

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19. Detailed project planning ensures that:

- 19.1 The Terms of Reference (TOR) of the study/project are clearly determined and understood by all relevant parties.
- 19.2 The beneficiary knows precisely what to expect. (This facilitates discussions on an informed basis and "ownership" of recommendations).
- 19.3 Judgements are properly made, based on substantive information.
- 19.4 The areas under study are of material benefit to the beneficiary.
- 19.5 The assignment is broken down into manageable components (phases, activities and tasks).
- 19.6 The most suitable technical skills and resources are mobilised.
- 19.7 Proper project management can be exercised.
- 19.8 A clearly defined reporting structure is defined through which to manage the project.
- 19.9 All persons working on the project, regardless of level, are clear as to what is expected of them.

20. After a study/project has been conceptualised, the Programme Manager will document a project plan to implement and manage all components of the study/project. This project plan will commence as a draft and be refined during the life of the study/project.

21. The Project Plan will address such matters as:

- 21.1 The expected scope and objectives of the project.
- 21.2 The issues and questions to be addressed and their possible significance in terms of economy and increased efficiency.
- 21.3 The goal or objectives that the Secretariat has established for the operating unit under whose aegis the study/project falls.
- 21.4 The estimated cost of the study/project.
- 21.5 The existence of management performance measurement data or other data that can be adapted to the requirements for monitoring progress.
- 21.6 The measurement criteria expected to be used in the project.
- 21.7 Proposed schedules, timetables and cash-flows for completing the work.

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21.8 Staffing, including the use of independent experts.

21.9 What each staff member is expected to do.

21.10 Milestones and milestone dates.

21.11 Procedures for managing the study/project.

21.12 Distribution of completion report.

22. One of the simplest but effective ways to present the project plan information is *via* a Gantt chart or similar format for simple studies/projects. More complex studies/projects are more suitably handled by computerised, project management software.

23. There are no set headings or styling for a project plan, but the main headings should include the following, where relevant:

#### **Strategic Issues**

- Objectives;
- Beneficiary expectations;
- Matters worth noting;
- Business background of the organisation being reviewed;
- Strategic objectives of the organisation -
  - The control environment;
  - The information system environment;
- Special reports available.

#### **Project Details**

- The deliverables;
- Phases/activities/tasks;
- Reporting format;
- Staffing responsibilities;
- External expertise, if necessary;
- Timetable for completing the study/project;
- Budgeted hours by staff;
- The milestones;
- Study/Project management.

24. Depending on the complexity of the project, the Programme Manager will consider preparing documented work programmes to further guide staff on the specific action steps to be performed.

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25. Within the context of the project planning process, the appropriate individual will determine all administrative matters which must be dealt with and, accordingly, include these in the project plan.

### **The Gantt Chart**

26. The Gantt Chart will clearly show:

- The phases of the project.
- The activities within each phase.
- Sequential tasks within each activity.
- The elapsed time (hours, days, etc.) to complete the activity by each individual.
- Who is responsible for each activity?
- Timing of progress meetings with Consultants, beneficiaries or other relevant parties.
- Dates of deliverables/reports to beneficiaries.
- Other precise milestones by which to manage the assignment.
- The overall start and completion dates of the assignment.
- Budget costing for project, by activity or phase.
- Interdependencies, vacation, leave etc.

27. Project management is a culmination of:

- Project Control through Supervision, Monitoring Progress and Progress Reporting;
- Team Management;
- Financial Management.

These key aspects are all dealt with below.

### ***Project Control***

#### ***Supervision***

28. Supervision is a very important aspect of project implementation and project work. The main purpose of supervision is to ensure that project benefits are realised through proper execution. Supervision entails periodic on-the-job checking of the work team to ensure that team members understand what they have to do, and monitoring that all the work is being completed as planned and milestones are being met within the budgeted timeframe. The dates on which this will be done and the time allocated per phase will already be included on the project plan.

29. The appropriate supervisor as reflected in the Project Management structure will perform the following specific steps:

- 29.1 Ascertain before the working teams begin their work that they understand all aspects of their work tasks, including how to approach the work to avoid losing time in getting started or in having to repeat any part of the work, to gain the expected results.

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- 29.2 Monitor the working teams' performance and progress, to be satisfied that the work is being completed properly and on time.
- 29.3 Promptly review the completed work thoroughly and critically.
- 29.4 Discuss and review findings with working team members, giving credit for work well done and explaining any errors or other deficiencies noted and how they might be avoided or corrected in the future.
- 29.5 If the time spent on the work varied significantly from the study/project plan, require the project leader to explain the reasons.
- 29.6 Help to develop the working team members' judgement by encouraging them to ask questions, preferably after considering the issues and determining a course of action.
- 29.7 On completion of the study/project, ensure the end-of-study/project Report is prepared.

### ***Monitoring Progress***

- 30. There are two (2) principal reasons for monitoring progress:
  - to ensure that the work is properly completed on time; and
  - to avoid unnecessary costs.
- 31. When developing an approach to monitoring progress, consider that professional excellence requires the co-operation of the entire work team. If the team members participate in developing the work plan and budgets, they become more committed to achieving them. Furthermore, monitoring is more effective if the Programme Manager is proactive. During the planning the Programme Manager will work out exactly what steps will constitute the monitoring of progress and inject these as milestones in the project plan.

### **Progress Reports**

- 32. The study/project plan will establish the frequency, form and content of progress reports which are considered appropriate. One effective way to monitor progress is through periodic comparisons of cost and time budgets to actual cost and time spent. To facilitate this, regular cost and time summaries will be maintained and reviewed with explanations sought on major variances.
- 33. Other progress reports (oral or written) will include a periodic report on the time estimated to complete the study/project, projected staffing requirements needed to meet deadlines and the completion of major project sections or the meeting of milestones.
- 34. Remember, though, there should be a balance between the need to maintain control and the time required to prepare progress reports.



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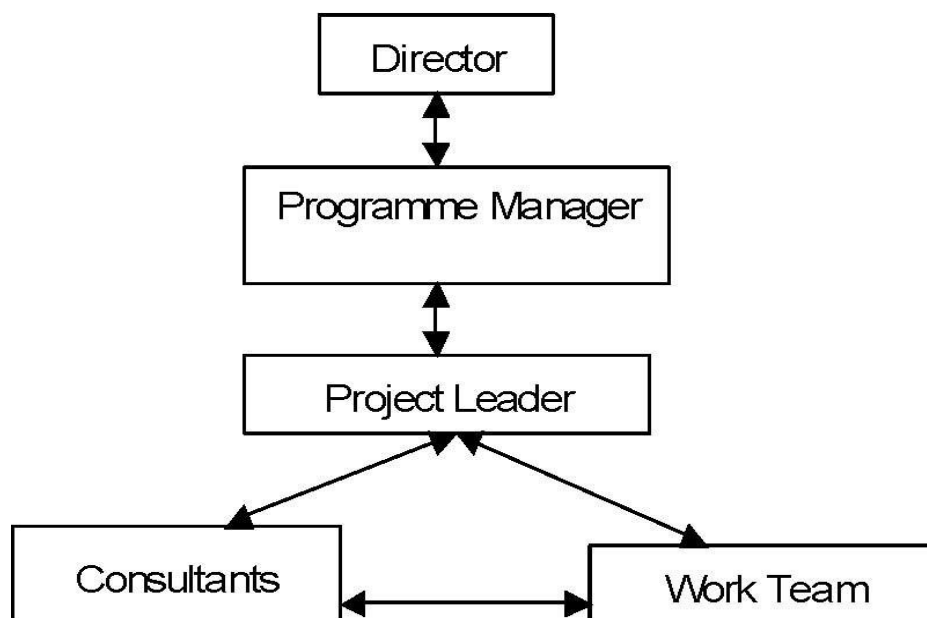
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### ***Team Management***

#### ***Reporting Structure***

35. For effective utilisation of time and human resources and for the principle of transparency, a reporting structure will be established by the Programme Manager for each project, in accordance with the Secretariat's normal organisational hierarchy and the complexity of the project.

36. A typical project reporting structure will be (the two (2) way arrows indicate a feedback loop):



#### ***Team Meetings***

37. Good communication among working team members helps to ensure the success of the study/project. Team meetings will include:

- 37.1 Open discussions during planning to improve the understanding of the work approach. This contributes to a more efficient and effective study/project.
- 37.2 A briefing meeting in advance of starting fieldwork to motivate personnel, communicate the project plan and areas of concern and emphasize important administrative matters.
- 37.3 During fieldwork, to ensure that all involved, work closely as a team and that potential problems are brought promptly to the attention of the Director or Programme Manager.

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### **Initial Team Briefing**

38. Once the project plan and work programmes (if relevant) are prepared and approved by the Director, the Programme Manager will hold an initial briefing meeting with the working team. At this meeting, staff will be briefed on:
- The TOR of the study/project;
  - The results expected;
  - The beneficiary's environment, working hours, working conditions, etc. (if relevant);
  - The general approach to the study/project;
  - Who are key beneficiary officers;
  - Who are the Consultants (if relevant);
  - The roles of each member;
  - The project plan and timetable;
  - The milestones/dates on the project plan;
  - How working papers/files are expected to be documented;
  - The deliverables;
  - The reporting format;
  - The kinds of beneficiary or consultant relationships to foster;
  - Where to obtain information;
  - The expectations of the Programme Manager;
  - Any other relevant matters.
39. During this meeting, staff will be encouraged to ask questions on anything about which they are unsure, or are concerned about. The purpose of this briefing is to ensure that the executing team understands what must be performed and how, and it should execute the action steps to ensure the study/project is completed in the most economical, efficient and effective manner. Such proper guidance will also serve to strengthen the human resources of the Secretariat.
40. For effectiveness, team meetings should be properly planned and executed. The following provides some hints to produce the desired results from a Progress Meeting.

### **The Progress Meeting**

- What is the objective of the meeting?
  - To ensure the project is monitored
  - Break down tasks to detail level
  - Prepare action list
  - Obtain personal commitment
- Time constraints
  - 1 hour maximum
  - Identify issues
  - Do not try to solve everything
  - Clarify responsibilities

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- Agenda
  - Action points from last meeting
  - Key project matters
  - Review and update project plan
  - Determine general action points
  - Date of next meeting
  - When will action points be done

### **Team Responsibilities**

41. Good management practices involve deciding on the work to be done, organising it, supervising it, reviewing and evaluating the results and furthering staff development. Success will depend on the ability of management personnel to motivate and encourage those working with them and usually requires the participation of all staff involved.

42. All team members have a responsibility on every project to:

- 42.1 Maintain the highest standards, both ethical and professional. This requires knowledge of donor attitudes/requirements and authoritative and regulatory pronouncements on industries, standards, government policies, regional needs, etc.
- 42.2 Dedicate themselves to providing superior service.
- 42.3 Complete assigned work tasks to the best of their ability.
- 42.4 Develop an understanding of the Secretariat's and Member States' business, operations, problems and people, and a sensitivity to their concerns and expectations.
- 42.5 Be alert for opportunities to recommend improvements to the beneficiaries.
- 42.6 Be alert for opportunities to be of service in meeting the beneficiaries' needs.
- 42.7 Develop and maintain good working relations with beneficiary personnel.
- 42.8 Use their time judiciously and strive continually to improve productivity.
- 42.9 Communicate effectively.

Thereafter, team members have specific responsibilities as laid out below:

### **Assistant Secretary-General and Director**

43. The Assistant Secretary-General (ASG) **and** Director or delegate have both the authority and the responsibility to ensure overall that all actions necessary for the proper execution of a study/project are taken. This responsibility will usually be exercised through the Programme Manager.

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### **Programme Manager**

44. The Programme Manager or delegate has responsibility for all aspects of the study/project from initial planning to the issuance of the required deliverables. The Programme Manager's responsibilities also include developing beneficiary relationships and informing the Assistant Secretary-General and the Director about significant matters as they arise. The specific responsibilities of the Programme Manager are:
- 44.1 Developing work strategy in consultation with the ASG and the Director, including resource requirements, budgets and timing.
  - 44.2 Preparing or supervising the preparation of the detailed plan.
  - 44.3 Ensuring that appropriate work programmes are prepared and approved before execution (if necessary).
  - 44.4 Arranging for the required staff and making site arrangements with the beneficiary and Consultants, as appropriate.
  - 44.5 Ensuring all administrative matters are dealt with.
  - 44.6 Supervising the fieldwork as necessary and reviewing the work performed.
  - 44.7 Monitoring the progress of the study/project so that important issues are identified and resolved promptly.
  - 44.8 Holding progress meetings with beneficiaries, Consultants and working teams and ASG and the Director.
  - 44.9 Analysing time and expense summaries against budgets.
  - 44.10 Reviewing the project plan and meeting of milestones.
  - 44.11 Amending the project plan as necessary, with the Assistant Secretary-General's approval and arranging for the Assistant Secretary-General to review and sign off
  - 44.12 Report writing, as necessary.
  - 44.13 Ensuring final clearance of all action points.
  - 44.14 Ensuring issuance of reports, letters, etc.

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### **Project Leader**

45. The project leader has the primary responsibility for completion and documentation of the planned tasks. The specific responsibilities of the project leader are:
- 45.1 Understanding the project plan, the specific work to be performed and work programmes.
  - 45.2 Supervising work team and Consultants (if applicable) to ensure that they understand their tasks and perform them properly.
  - 45.3 Estimating the time required to perform, review and complete the work and deciding on the level of human resource experience needed.
  - 45.4 Determining the order of tasks to be performed and the expected timing of their completion.
  - 45.5 Establishing what and when assistance will be provided by beneficiary personnel.
  - 45.6 Confirming the timing of beneficiary events which may affect the conduct of the study/project.
  - 45.7 Reviewing the work of the working team and Consultants.
  - 45.8 Monitoring the progress of the work performed against established deadlines and budgeted hours;
  - 45.9 Promptly advising the Programme Manager and the Director of:
    - contentious issues
    - missed deadlines
    - time and expense overruns
    - circumstances requiring project plan modification
    - matters requiring action by the beneficiaries.
  - 45.10 Ensuring that files, working papers and beneficiary records are safeguarded.

### **Project Monitoring**

46. Progress of studies/projects will be monitored and measured by the Programme Manager through documented progress reports. Such reports will be as follows:
- 46.1 Project Plan
  - 46.2 Project Progress Reports
  - 46.3 Project Completion Report.

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### **Project Plan**

47. The purpose of the project plan is to ensure that the study/project is conducted in the most economical, efficient and effective manner. The continuous monitoring of the study/project against the plan will facilitate continual measurement of the overall effectiveness of the study/project and provide early warnings of ineffectiveness.

### **Project Progress Reports**

48. In most instances, this will be in the form of a concise monthly progress report prepared by the Programme Manager or delegate within ten (10) working days of the month end. The report will state clearly, what has been achieved to date, whether or not the study/project is within the time and cost budget (done by comparison of actual to date vs budget), reasons for variances if major, any constraints, problems or issues of particular note, any issues which require immediate corrective action, the results/benefits derived to date and a conclusion as to the progress of the study/project to date.
49. The Programme Manager will sign the report and file as an integral part of the project management file. A copy of the report will be forwarded to the relevant ASG and Director.

### **Project Completion Report**

50. Within two (2) calendar months of the end of a study/project, the Programme Manager or delegate will prepare a comprehensive completion report on the study/project, the approach to the work, the cost, the duration, the expected results and impact, comparison of budget and expectations to what actually occurred, the overall success or failure of the study/project and how any corrective action will be implemented, within what timetable, by whose responsibility and how the Secretariat will monitor the implementation of this corrective action.
51. The format and length of such a report will vary according to the study/project, but the more relevant issues are: brevity, conciseness, completeness, disseminating information and intention of the Secretariat to ensure that corrective action is taken by the beneficiary.
52. The report will be signed by the Programme Manager and copied to the Director and other relevant personnel.
53. The Director will review the report, add any relevant information and/or comments and submit within 90 days of the conclusion of the report. The final report will include recommendations for future improvements of this and any follow-up institutional strengthening projects.

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### Distribution of Reports

54. The completion report will be distributed to the appropriate donor agencies in accordance with the approved project plan and to the Deputy Secretary-General, the ASG, the Director, Corporate Services and the Resource Mobilisation and Technical Assistance Programme.

### Financial Management

55. Each study/project will have a cost budget against which actual expenditure must be controlled and managed. Accordingly, for proper financial management control, the Secretariat's Accounting System captures the following:
- 55.1 The details of actual expenditure by item.
  - 55.2 Comparison at any time of the approved budget with the actual expenditure and commitments of each project.
  - 55.3 The accumulated position at any point in time.
  - 55.4 The amounts committed but unpaid at any point in time.
56. All financial transactions must be conducted according to the requirements of the Secretariat's Financial Regulations and Accounting Manual.
57. The Secretariat's Finance Programme processes the payments and posts the necessary accounting entries to the various IDP financial statements and Secretariat ledgers and produces reports as required. These reports should include, *inter alia*, summaries of totals paid and committed to date and the approved budget for the study/project.
58. Programme Managers should review the monthly reports against the project plan, and ensure that the study/project is in accordance with financial expectations.

### Post Implementation Evaluation

59. Evaluation involves a process of determining in a systematic and objective way, the relevance, efficiency, effectiveness and impact of activities in the light of project objectives.
60. The culmination of the project cycle is the evaluation of study/project achievements. This is an extremely important step which assists in the re-design of studies/projects to ensure desired outcomes are achieved. Typically, post implementation review should involve a field visit, and include discussions with project management personnel, Consultants (where applicable) and data collection to present an actual picture of study/project outcomes, actual costs incurred and an overall evaluation of whether objectives were achieved. As part of this evaluation, the intended beneficiaries must be consulted for their inputs. In areas where there are shortfalls, assessments should be made of barriers to progress and recommendations developed regarding

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how these may have been overcome.

61. In evaluating objectives both qualitative and quantitative criteria must be considered. Objectives should be specific and assessed within a cost-benefit framework.
62. In order to ensure objectivity, post implementation reviews should be conducted by teams which do not comprise individuals who were involved in the specific study/project. The size of the review team would depend upon the scope of the project.
63. The appropriate Assistant Secretary-General in consultation with the relevant Director will determine the composition of the Evaluation Team, and a timeframe for the completion/submission of the Evaluation Report.
64. The Evaluation Team will review all relevant documents, including TOR, Project Plan, Budget, Progress Reports and Completion Report in order to obtain a full understanding of the Project, its purpose and its beneficiaries.
65. An evaluation Work Plan will be prepared by the Team and submitted to the Director for approval. The Work Plan will be designed so as to address, *inter alia*, the following issues:
  - whether Projects/Studies were implemented as planned;
  - whether the original perceived benefits were realised;
  - whether any pitfalls experienced in general could have been avoided;
  - what lessons were learned that could assist with future Projects/Studies;
  - any time/cost overruns and factors responsible;
  - specifically any variances between budget and actual expenditures and whether explanations provided were justified;
  - were there any variations from the project? Were they justified?
66. The Evaluation Team will institute the Review; make appropriate field visits and talk to appropriate personnel, including target beneficiaries, who could assist in the review.
67. On completion of the Review, the Leader of the Evaluation Team must prepare a draft report with summary findings and any recommendations for the future and submit to the Assistant Secretary General for review and discussion before finalisation. This report should be prepared within twenty-one (21) days of completion of the Review and should be agreed by all members of the Team prior to submission to the Deputy Secretary-General, Assistant Secretary-General, the Director and the relevant Programme Manager.
68. The report, when finalised, should be made available to the Programme Manager and other appropriate personnel for future action. Specifically, a copy should be made available to the Programme Manager, Organisational Development for suitable dissemination in an effort to aid organisational learning.



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### **AUTHORITIES AND RESPONSIBILITIES**

69. Programme Managers identify projects during the annual exercise of preparing the Secretariat's Work Programme and Budget and as follow-up to decisions taken by Community bodies or by the Executive Management of the Secretariat
70. The Resource Mobilisation Unit will review proposals for completeness and technical accuracy and assign a unique project control number to each project.
71. The relevant Director will review the proposal for completeness before submitting it to Executive Management for consideration.
72. Executive Management of the Secretariat will decide whether the project or study shall be funded from the Secretariat's Research and Advisory budget or shall be submitted to a donor agency for consideration.
73. The Executive Management Committee or such committee or person delegated by the Executive Management Committee will consider and approve or reject all projects.
74. The Director, Finance will establish the necessary controls for proper financial and operational monitoring in accordance with the prescriptions of the Secretariat's Financial Rules and Accounting Manual.
75. Authorised projects shall be submitted to a designated IDP for consideration through the Office of the Deputy Secretary-General.
76. After a project is submitted to the agreed IDP, the Programme Manager and the Resource Mobilisation and Technical Assistance Programme will liaise with each other and with the appropriate persons at the IDP to ensure that, during the consideration and approval process, any specific requirements of the IDP are met on a timely basis.
77. All official correspondences with the IDP should be channelled through the Office of the Deputy Secretary-General during the life of the project. The Director, Corporate Services and the Programme Manager Resource Mobilisation and Technical Assistance are responsible for the smooth management of this process
78. The implementing Programme Manager will ensure that proper legal certification is obtained from the Legal Programme of the Secretariat prior to submission of any Agreement for signature by the Secretary-General or other person designated by him.
79. In the absence of the Deputy Secretary-General, the Secretary-General will identify the designate who will have the authority and responsibility of this functionary in the execution of the Procurement process.

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### **Appendix I: Strategic Priorities of the Caribbean Community**

1. Accelerate implementation and use of CSME
  2. Introduce Measures for Macro-economic Stabilization
  3. Build Competitiveness and Unleash Key Economic drivers to Transition to Growth and Generate Employment
  4. Human Capital Development
  5. Advance Health and Wellness
  6. Enhancing Citizens Security and Justice
  7. Climate Adaptation and Mitigation and Disaster Mitigation and Management
  8. Develop the Single ICT Space
  9. Deepen Foreign Policy Coordination (to support strategic repositioning of CARICOM and desired outcomes)
  10. Public Education, Public Information and Advocacy
  11. Reform the CARICOM Secretariat, the Organs, Bodies, Institution and Governance Arrangements
- CSME Accelerate implementation and use of CSME

## **MODULE TWO**

# **PROCUREMENT OF CONSULTANCY SERVICES**



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**MODULE TWO**  
**PROCUREMENT OF CONSULTANCY SERVICES**

**POLICY**

**General Considerations**

1. The Caribbean Community (CARICOM) Secretariat will use the services of Consultants on approved studies/projects when the scope of work is beyond the expertise of the Secretariat, or the time constraints of its existing human resources do not permit. In preparing their annual work programmes, Programme Managers shall be responsible for preparing detailed plans for procurement of consultancy services. These plans shall be submitted to the Programme Manager, Administrative Services through their respective Director/Assistant Secretary-General (ASG) for consolidation into an annual procurement plan for the Secretariat. The consolidated, annual procurement plan shall be submitted by the Programme Manager, Administrative Services to the Deputy Secretary-General for approval, and subsequently published on the CARICOM Secretariat's website.
2. Consultants are defined as either established consulting firms, consortia or qualified individuals who offer consultation, advice, expert testimony or other professional services.
3. In all cases, only Consultants found to meet the qualification requirements of the relevant approved studies/projects will be considered.
4. The CARICOM Secretariat shall select and contract the most appropriate Consultant, using a cost effective approach and ensuring timely delivery and the highest standard of work.
5. Consultants interested in being hired by the CARICOM Secretariat will be encouraged to register by submitting Curriculum Vitae (CVs), which will include their nationality, qualifications, and experience, to <https://vendors.caricom.org>
6. The CARICOM Secretariat shall use, as appropriate, mailed invitations or newspaper advertisements in all Member States, and its website to regularly invite Consultants to register with the Secretariat.
7. Where International Development Partners (IDPs) have specific eligibility criteria and requirements for procuring consultancy services, those shall be followed. Where IDPs do not have eligibility criteria and requirements, the provisions of this Manual shall apply.

**Awarding Principles**

8. The procurement of consultancy services shall be governed by the principles of best value for money, transparency, non-discrimination, proportionality and equal treatment, notwithstanding

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that, regional firms and individuals, either alone or in combination with international firms and individuals, are preferred.

### Eligibility

9. To foster competition, the CARICOM Secretariat permits Consultants (firms, consortia and individuals) from all countries to offer consulting services. Any conditions for participation shall be limited to those that are essential to ensure the Consultant's capability to fulfill the contract in question.
10. To be eligible, a government owned enterprise or institution shall establish to the CARICOM Secretariat's satisfaction that they are legally and financially autonomous.
11. As an exception to Clause 10 above, when the services of government-owned universities or research centers or other institutions are of a unique and exceptional nature, including the absence of a suitable private sector alternative, and their participation is critical to project implementation, the CARICOM Secretariat may contract those institutions. On the same basis, university professors, scientists from research institutes and civil servants with special expertise may be contracted individually.

### Exclusion Criteria

#### 12. Exclusion criteria applicable for participation in procurement procedures Consultants

will be excluded from participation in procurement procedures if:

- (i) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (ii) They, or persons having powers of representation, decision making or control over them, have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*; (i.e. against which no appeal is possible);
- (iii) They have been guilty of grave professional misconduct proven by any means which the CARICOM Secretariat can justify; for example, any of the following;
  - (a) willful misrepresentation of information required, for the verification of the absence of grounds for exclusion, or the fulfilment of selection criteria, or in the performance of a contract;

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- (b) deliberate collaboration with other economic entities with the aim of distorting competition during the procurement process;
  - (c) disregarding intellectual property rights of others;
  - (d) seeking to influence the decision-making process of the CARICOM Secretariat during the procurement procedure; and
  - (e) seeking to obtain confidential information that may give an economic entity undue advantages in the procurement procedure.
- (iv) They are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or in any other of the CARICOM Secretariat or those of the country where the contract is to be performed;
- (iv)(A) A competent authority in any Member State has established through a final judgment that the economic operator is guilty of any of the following:
  - (a) involved in money laundering, terrorist financing, proliferation financing, terrorist offences or is linked to terrorist activities or such other activities that are considered as aiding or abetting or attempting to commit such offences;
  - (b) involved in child labour or other forms of illicit trafficking in human beings;
  - (c) has been involved in fraudulent or corrupt practices or committed an irregularity consistent with the meaning of corruption in Clause 21.3;
  - (d) is creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
  - (e) the entity has been created with the intent provided for in paragraph (d) above; or
  - (f) non-compliance with environmental, social or labour law.
- (iv)(B) They have shown significant deficiencies in complying with their main obligations in the performance of a contract implemented by the CARICOM Secretariat, which led to the early termination of the contract, or to the application of penalties.
- (v) They, or persons having powers of representation, decision making or control over them, have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such an illegal activity is detrimental to the CARICOM Secretariat's financial interests.
- (vi) They are subject to an administrative penalty, while applying to participate in the procurement procedure.
- (vi)(A) Paragraph (i) does not apply to the procurement of supplies on advantageous terms from either a supplier that is winding up its business activities or from

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liquidators of an insolvency procedure, an arrangement with creditors, or a similar procedure under the laws of any Member State.

- (vi)(B) In the cases referenced in paragraphs (ii) and (v), in the absence of final judgement by a competent authority, the Secretariat may still exclude an economic operator on the basis of available factual evidence or findings.
- (vii) Paragraph (ii) and (v) do not apply when the candidates or tenderers can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control over them who are subject to the judgement referred to in paragraphs (ii) or (v).
- (viii) Paragraphs (i), (iii) and (iv) do not apply when it can be justified to the CARICOM Secretariat in negotiated procedures where it is indispensable by an economic operator, who shows that acceptable measures have been instituted, to ensure its reliability, except-
  - (a) for cases listed in paragraph (v); or
  - (b) where it is necessary to award the contract to a particular entity for technical or artistic reasons;
  - (c) to ensure continuity of a service for a limited period pending the adoption of remedial measures; or
  - (d) for reasons connected with the protection of exclusive rights.
- (ix) The Secretariat may in respect of paragraphs (i) to (iv), (v) and (vi) take into consideration, based on justified grounds, overriding reasons of public health or environmental protection.

### **13. Exclusion criteria applicable during the procurement procedure:**

- 13.1 Contracts may not be awarded to Consultants who, during the procurement award procedure:
  - (i) are subject to a conflict of interest;
  - (ii) are guilty of misrepresentation in supplying the information required by the CARICOM Secretariat as a condition of participation in the contract procedure or fail to supply this information;
  - (iii) find themselves in one of the exclusion situations for the procurement procedure.
- 13.2 Consultants must sign a declaration that they are not in any of the exclusion situations cited in Clauses 12 and 13.
- 13.3 Information on the ownership/management, control and power of representation of the entity and a certification that they do not fall into the relevant exclusion situations must be provided where specifically requested by the CARICOM Secretariat. This may be the



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case where there are doubts about the personal situation and in consideration of the national legislation of the country in which the Consultant is established.

- 13.4 Following the notification of award, the Consultant to whom the contract is to be awarded (including consortium members), must supply evidence that they do not fall into the exclusion situations, unless such evidence has already been submitted earlier in the procurement procedure. In Open Tendering, these supporting documents must be sent together with the tender and verified and checked by the CARICOM Secretariat before signature of the contract with the successful Consultant. In addition, the Consultant must certify that the situation has not altered since the date of issue of the evidence.
- 13.5 As regards subcontractors and experts, where specifically requested by the CARICOM Secretariat, the successful Consultant must submit a declaration from the intended subcontractor/expert, and/or documentary evidence that the subcontractor/expert is not in one of the exclusion situations.
- 13.6 For procurement contracts with a value of less than the Open Tendering threshold (EC\$320,000), the CARICOM Secretariat may waive the obligation to submit documentary evidence, depending on its risk assessment. Furthermore, a waiver may be granted where documentary evidence has been submitted in the past twelve (12) months to the CARICOM Secretariat for another procedure, provided that this evidence is still valid. In all cases evidence may still be required in case of doubt.
- 13.7 As satisfactory evidence that the Consultant is not in one of the situations described in i), (ii) or (v) of article 12 (Exclusion criteria applicable for participation in procurement procedures), the CARICOM Secretariat will accept a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that the requirements are satisfied. For (iv), the CARICOM Secretariat will accept a recent certificate issued by the competent authority of the country concerned. Where no such document or certificate is issued in the country concerned, and for the other exclusion criteria listed above, it may be replaced by a sworn/solemn statement made before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance.
- 13.8 Whenever a Consultant, being a national public administration or international organisation, do not fall into some of the categories above and/or cannot provide the documents indicated above, a simple declaration explaining their situation will suffice.
- 13.9 The documents may be originals or copies; however, originals must be made available to the CARICOM Secretariat upon request. The date of issuing of the documents provided must be no earlier than one year before the date of submission of the tender. If the supporting documents are not written in English, an English translation must be attached.
- 13.10 Before excluding a Consultant from a procurement procedure, principles such as the right of defence and proportionality must be considered. To that end, unless the evidence is such that no further investigation is necessary (for example in case of a judgement of a competent authority of a Member State which has the force of *res judicata*), an adversarial procedure with the Consultant should be ensured.

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### **Conflict of Interest**

14. Consultants shall provide professional, objective, and impartial advice and at all times hold the CARICOM Secretariat's interests paramount, without any consideration for future work and in providing advice, avoid conflicts with other assignments and their own interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the CARICOM Secretariat.
15. A conflict of interest arises when the impartial and objective exercise of the functions of the CARICOM Secretariat, or observance of the principles of competition, non-discrimination against or equality of treatment of Consultants, is compromised for reasons involving family, emotional life, political or national affinity, and economic or other interest.
16. A conflict of interest arises where a member of the Evaluation Committee or someone in the CARICOM Secretariat or others involved in the procedure grant themselves, or others, unjustified direct or indirect advantages by influencing the outcome, or allow an expert or company to obtain information leading to an unfair advantage in subsequent or related procedures.
17. Any Consultant or expert involved in preparing a project (e.g. drafting the Terms of Reference (TOR) must, as a rule, be excluded from tendering for services that are based on those preparations, unless they can prove to the CARICOM Secretariat that their initial involvement does not constitute unfair competition.
18. Consultants that have a conflict of interest in relation to a particular contract are excluded from the respective contract award. The grounds for exclusion must be considered case by case. The Consultants have the right to present supporting evidence which might remove all suspicion of a conflict of interest.
19. Where a potential conflict of interest might occur with regard to on-going contracts, measures must be adopted to prevent such a conflict, including cancelling the contract if necessary.

### **20. Unfair Competitive Advantage**

- 20.1 Fairness and transparency in the selection process require that Consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the CARICOM Secretariat shall make available to all the short-listed Consultants, together with the request for proposals, all information that would in that respect give a Consultant a competitive advantage.

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### **21. Ethics Clauses / Corruptive Practices**

- 21.1 Any attempt by a Consultant 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.
- 21.2 The Consultant must not be affected by any conflict of interest and must have no equivalent relation in that respect with other Consultants or parties involved in the project.
- 21.3 The CARICOM Secretariat reserves the right to suspend or cancel the procurement procedure 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' include 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. The Consultant may be excluded from participation in all procurement and call for proposal procedures that are being implemented by the CARICOM Secretariat financed for a maximum of five years from the date on which the infringement is established, following an adversarial procedure with the Consultant or beneficiary. That period may be extended to ten years in the event of a repeated offence within five years of that date. Consultants who have made false declarations, or who have committed substantial errors, or irregularities, or fraud, may also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. The percentage shall be decided in accordance with the principle of proportionality. Where the award procedure proves to have been subject to substantial errors, irregularities or fraud, the CARICOM Secretariat must suspend the procedure and may take whatever measures are necessary, including cancellation. Where, after the award of the contract, the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud, the CARICOM Secretariat may, depending on the stage reached in the procedure, refrain from concluding the contract or suspend performance of the contract or, where appropriate, terminate the contract. Where such errors, irregularities or fraud are attributable to the Consultant or beneficiary, the CARICOM Secretariat may also refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with this Consultant or beneficiary, in proportion to the seriousness of the errors, irregularities or fraud.

The purpose of suspending the contract is to check whether the presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract will resume as soon as possible. A substantial error or irregularity is an infringement of the contract or regulation through an act or an omission which causes or might cause a loss to the CARICOM Secretariat.

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- 21.4 Proposals 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.
- 21.5 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 CARICOM Secretariat projects.
- 21.6 The CARICOM Secretariat reserves the right to suspend or cancel the procurement 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.

### **Complaints to the CARICOM Secretariat**

- 21.7 Consultants believing that they have been disadvantaged by an error or irregularity during the selection or award process may file a complaint in accordance with the procedure set out below:
- (i) A Consultant may appeal in writing to the Deputy Secretary-General of the CARICOM Secretariat or designate within the standstill period, of a decision not to award a contract.
  - (ii) Specific information must be supplied by the appellant detailing and explaining how the appellant considers that the ground(s) for appeal arose. All supporting documentation should be provided with the appeal application.
  - (iii) Matters that are deemed by the CARICOM Secretariat to be frivolous will not be reviewed.
  - (iv) The Deputy Secretary-General or designated representative shall appoint a committee, the Procurement Review Panel, consisting of no less than three persons to consider the specific appeal, within two (2) clear working days of the appeal application, being duly served on the Office of the Deputy Secretary General.

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- (v) The Deputy Secretary-General will ensure that there is no conflict of interest in the membership of the committee by selecting members who are in no way related to the procurement process and who will be requested to sign the relevant form declaring their impartiality
- (vi) The Procurement Review Panel will review the appeal and within three (3) clear working days of its establishment, determine whether the application is manifestly without merit, or if there is an arguable case and where the Panel determines that there is an arguable case, it may order the suspension of the procurement proceedings for as long as is deemed necessary before the entry into force of a procurement contract, in order to protect the interests of the Applicant/Appellant.
- (vii) Where the appellant has an arguable case, the Review Panel shall cause the Chairman of the tender evaluation committee which took the decision to award, to provide copies of the specific procurement file (containing information regarding the procurement process) to the Chairperson of the Procurement Review Panel.
- (viii) The Procurement Review Panel will make a decision within fifteen (15) working days of the date of its establishment.
- (ix) The appellant and the Evaluation Committee will be informed of the final decision of the Procurement Review Panel, through the Deputy Secretary General.

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

## **Methods of Selection**

22. The basic means of awarding contracts is competitive tendering. The purpose is twofold:

- to ensure the procurement procedure respects the awarding principles; and
- to obtain quality services at the best possible price.

23. In selecting Consultants, the CARICOM Secretariat will use one of the following four (4) selection methods:

No.	Selection method	Threshold
1	Direct Award:  - Single Source Procedure	Contracts not exceeding EC\$27,000 inclusive of fees

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	- Negotiated Procedure	and expenses.  Exceptional and duly justified cases. No specific threshold applies.
2	Consultant's Qualification Selection	Contracts not exceeding EC\$82,000, inclusive of all fees and expenses
3	Restricted Tendering	Contracts not exceeding EC\$340,000, inclusive of all fees and expenses
4	Open Tendering	Contracts exceeding EC\$340,000

### Cancellation of procurement procedures

24. The CARICOM Secretariat may cancel a procurement procedure at any time before the contract is signed, without incurring any liability to Consultants.

### Cancellation of Tender

25. In the event of cancellation of the procurement procedure, the CARICOM Secretariat will notify Consultants 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 Consultants, if requested.
26. Cancellation may occur, for example, if:
- (i) the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no valid response at all;
  - (ii) the economic or technical data of the consultancy have fundamentally changed;
  - (iii) exceptional circumstances or a force majeure render normal performance of the contract impossible;
  - (iv) all technically compliant tenders exceed the available budget;
  - (v) there have been irregularities in the procedure, in particular where these have prevented fair competition;

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- (vi) the award is not in compliance with sound financial management i.e. does not obey the principles of economy, efficiency and effectiveness (e.g. the price proposed by the Consultant to whom the contract is to be awarded bears no relation to the market price).
27. If a procurement procedure is cancelled, all Consultants must be notified in writing, as soon as possible, of the reasons for the cancellation. A cancellation notice must be published.
28. After cancelling a tender procedure, the CARICOM Secretariat may decide:
- (i) to launch a new tender procedure;
  - (ii) to re-launch the tender procedure using the same reference as the original call;
  - (iii) to open negotiations with one or more Consultants who participated in the tender procedure and who meet the selection criteria, provided that the original terms of the contract have not been substantially altered (this option is not available if the procedure was cancelled because of irregularities which might have prevented fair competition);
  - (iv) not to award the contract.
29. The CARICOM Secretariat is not liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the CARICOM Secretariat has been advised of the possibility of damages. The publication of a procurement notice does not commit the CARICOM Secretariat to implement the programme or project announced.

### **Terms of Reference (TOR)**

30. The TOR shall be developed so that the Consultant will have a clear understanding of the purpose and expected results of the study/project (Annex A10a/A10b). The TOR shall state what the study/ project seeks to achieve, what measurable outputs are to be gained, what are the milestones by which to measure and monitor the effectiveness of the study/project and how the study/project will be implemented and completed in the most economical, efficient and effective manner.
31. Thorough preparation of the TOR is extremely important for the ultimate success of the project. It is important to ensure that the project has been properly conceived, that the work is carried out on schedule and that resources will not be wasted. Greater effort during project preparation will save time and money at later stages of the project cycle.

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32. The TOR must afford equal access for Consultants and must not have the effect of creating unjustified obstacles to competitive tendering. They must be clear and non- discriminatory, and proportionate to the objective and/or the budget.
33. On occasions Consultants may be contracted to develop TORs from Project Concepts, which are prepared. In such instances, the Consultant(s) shall not be invited to submit proposals.

### **Requests for Proposals (RFP)**

34. In order to ensure that the Consultant selected has an accurate understanding of the objectives of the assignment and the competence to deliver the product, the tender document must request specific, relevant information which will allow a fair and proper evaluation of the tenders. This will be done in a RFP (Annex A8 to A15).

### **Evaluation Criteria**

35. Proposals shall be evaluated according to a consistent and relevant set of criteria and such criteria shall be included in the RFP.

### **Contracts**

36. The Consultant shall not be authorised to commence work detailed in the TOR until a binding contract or letter of agreement is signed. The CARICOM Secretariat will, therefore, ensure that there is a binding contract or letter of agreement with the consultant, which spells out, inter alia, TOR, Consultant's responsibilities, terms and conditions, fees and expenses, project plan and critical communication points.

### **Payments**

37. The Consultant will be paid in accordance with the payment terms specified in the contract.

### **Breach of Contract and Termination**

38. Either party commits a breach of contract when the party fails to discharge any of the obligations under the Contract. Where a breach of contract occurs, the party injured by the breach will be entitled to the following remedies:
  - (i) Damages; and/or
  - (ii) Termination of the Contract.

### **Settlement of Disputes**



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39. The CARICOM Secretariat and the Consultant will make every effort to amicably settle any dispute relating to the contract, which may arise between them. Failure to agree will trigger the arbitration clause stipulated in the Contract.

#### **Non-Retroactivity**

40. Contracts take effect from the date of signature of the last signatory. All contracts must show the true dates on which the contracting parties signed them.

#### **Use of Standard Documents**

41. Standard contracts and document formats must be used.

#### **Record Keeping**

42. Records of the entire procurement procedure must be kept for a minimum of seven years from final payment.
43. The documents to be preserved include all the preparatory documents, the originals of all Expressions of Interest/tenders/proposals submitted, and any related correspondence.

#### **Availability of Funds**

44. Before initiating any procedure, the availability of funds must be formally confirmed by the Finance Programme.

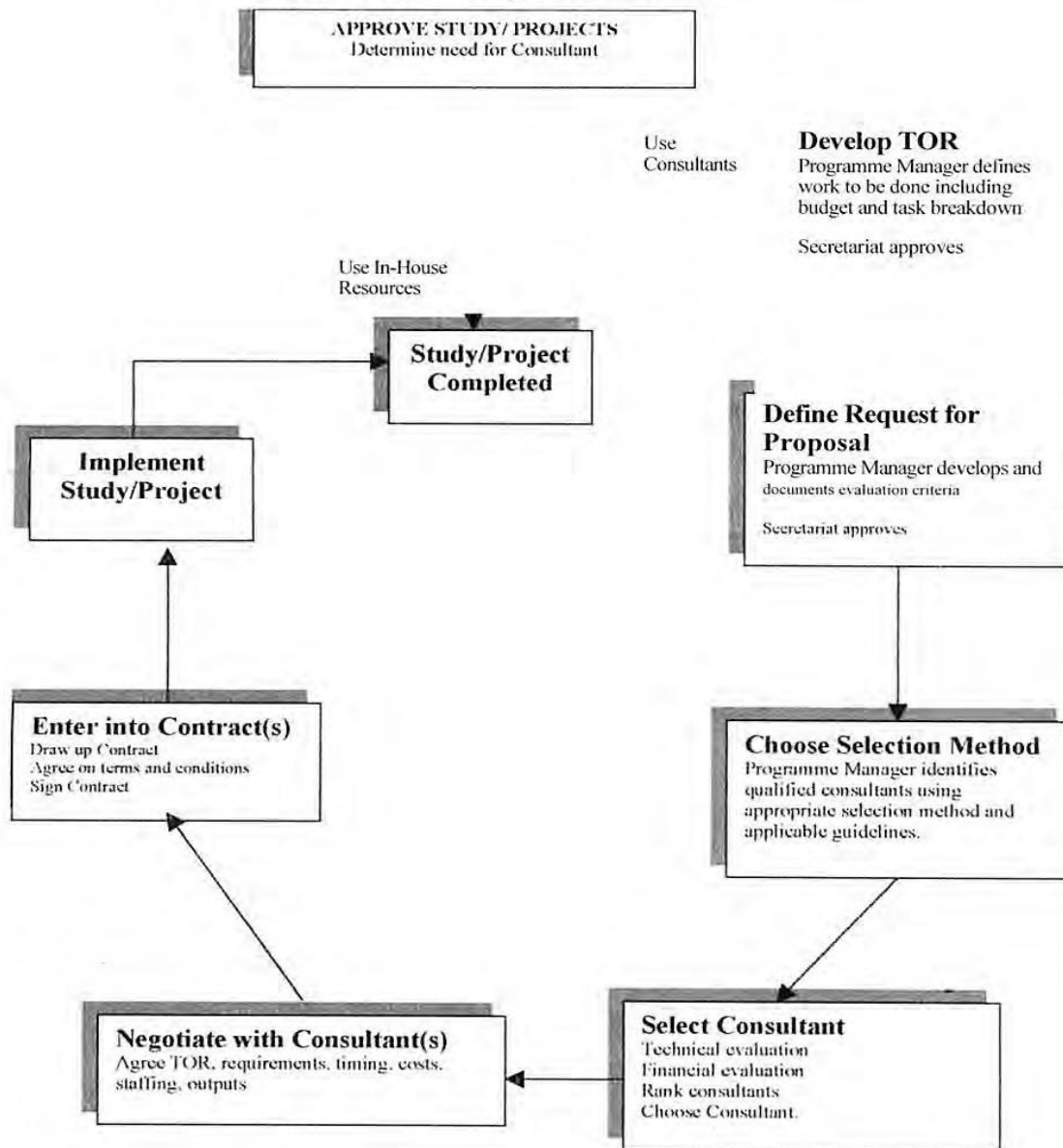
#### **Environmental Issues**

45. Environmental matters must be duly considered, subject to the principles governing the award of contracts.

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### Flowchart: Hiring of Consultants



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### **PROCEDURES**

#### **Direct Award (Single Source/Negotiated Procedure)**

46. A contract may be awarded directly in the following circumstances:
- (i) when the contract to be concluded with an individual Consultant does not exceed EC\$27,000 (using the 'single tender procedure');
  - (ii) in exceptional and duly justified cases, as outlined below (using the 'negotiated procedure'). No specific threshold applies in such cases, but use of this procedure must be approved by the Deputy Secretary-General or Secretary-General (refer to Clause 53 below).

#### **Single Source Procedure**

47. Contracts shall not exceed EC\$27,000, inclusive of all fees and expenses.
48. The TOR shall be prepared by the Project Manager and approved by the relevant ASG/Director.
49. The Project Manager shall identify the Curriculum Vitae (CVs) of suitably qualified Consultants from the updated CARICOM Secretariat's database or other recognised regional databases and confirm their availability to undertake the assignment. The Project Manager, in confirming the Consultant's availability, must not make any commitment or give any assumptions or indications about award of a contract.
50. Using the template in Annex B17a, the Project Manager will prepare a report justifying the choice of Consultant. This Report will be submitted through the relevant ASG/Director to the Programme Manager, Administrative Services for review by Procurement and confirmation of the procurement procedure. The Programme Manager, Administrative Services will forward the Report, along with the draft Letter of Agreement/Contract, (Annex B11a), TOR, and the Consultant's CV to the Deputy Secretary-General for approval. The Programme Manager, Administrative Services will include the request in the Log for procurement of consultants and assign a sequential number to the draft contract, in keeping with the number assigned to the consultancy in the Procurement Plan.
51. Once the approval is obtained, the Project Manager will discuss with the Consultant, details of the TOR and obtain written confirmation of their understanding of the TOR, and acceptance of the terms and conditions of the contract.
52. All the aforementioned documents, together with the draft contract, shall be sent to the Legal Programme for review and finalization of the contract

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### **Negotiated Procedure**

53. The negotiated procedure may be used with one or several Consultants in the following cases:

- (i) Where, for reasons of extreme urgency as a result of natural disasters and national emergencies, or any other event that would bring to a halt the normal operations of the CARICOM Secretariat.
- (ii) Where the services are entrusted to Public-Sector Bodies or to Non-profit Institutions or Associations and relate to activities of an institutional nature or designed to provide assistance to people in the social field.
- (iii) For services which are an extension of services already started, subject to the following conditions:
  - Complementary services not covered by the initial contract, but which, as a result of unforeseen circumstances, have become necessary for the performance of the contract, provided that the complementary services cannot be technically and economically separated from the initial contract without serious inconvenience for the CARICOM Secretariat and the aggregate amount of complementary services does not exceed 50 % of the value of the principal contract;
  - Additional services consisting of the repetition of similar services entrusted to the Consultant providing these services under the initial contract, provided that a contract notice was published for the initial contract. The possibility of using the negotiated procedure for new services for the project and the estimated cost should have been clearly indicated in the contract notice published for the initial contract. The extension of the contract should be for a value and duration not exceeding the value and duration of the initial contract.
- (iv) Where the competitive tender procedure has been unsuccessful, that is to say, where no qualitatively and/or financially worthwhile proposal has been received. In which case, after cancelling the tender procedure, the CARICOM Secretariat may negotiate with one or more Consultants of its choice from among those who took part in the tender procedure, if they comply with the selection criteria, provided that the original terms of the contract are not substantially altered and that the principle of fair competition is observed. If no offer was received, or if none of the Consultants meets the selection criteria, no negotiation procedure can be allowed on the basis of this Article.

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- (v) Where the contract concerned follows a contest and must, under the rules applying, be awarded to the successful Consultant or to one of the successful Consultants, in which case, all successful Consultants shall be invited to participate in the negotiations.
  - (vi) Where, for technical reasons, or for reasons connected with the protection of exclusive rights, the contract can be awarded only to a particular Consultant, or contracts declared to be secret, or for contracts whose performance must be accompanied by special security measures or when the protection of the essential interests of CARICOM so requires.
  - (vii) Where a new contract has to be concluded after early termination of an existing contract.
54. Except where a negotiated procedure is being used in relation to a prior unsuccessful tender procedure, an evaluation committee must be nominated in order to proceed with the negotiation. The composition of the evaluation committee must be the same as would normally be established for the relevant value of the contract.
55. The approved TOR, together with the detailed evaluation matrix shall be submitted to the Programme Manager, Administrative Services for the Procurement Sub-Programme to execute the Negotiated Procurement Procedure. (Please refer to section 67.26 for guidance on preparation of Evaluation Criteria).
56. In all cases, the Evaluation Committee must prepare a Negotiation Report (Annex B17b) explaining how participant(s) in the negotiations were selected and the price set, and the grounds for the award decision. The Evaluation Committee must follow the negotiation steps shown in the negotiation report template and ensure that basic principles relating to procurement procedures, such as checking compliance with eligibility and exclusion criteria, are duly applied. The Negotiation Report shall be submitted to the Deputy Secretary-General for approval.

### **Consultants Qualification Selection (CQS)**

57. The following guidelines apply to CQS:
- 57.1 The Procedure of CQS will be used for procurement of Consultants for Contracts not exceeding EC\$82,000., inclusive of all fees and expenses.
- 57.2 The TOR shall be prepared by the Project Manager and approved by the relevant ASG/Director.

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- 57.3 The Project Manager will develop a point evaluation matrix for evaluation of the CVs/Proposals of the Consultants. The minimum qualifying score should be set at 80 points, out of a total of 100 points.
- 57.4 Where the services of Individual Consultants are being procured, the selection will be made from among at least three suitably qualified Consultants whose CVs are obtained (shortlisted) from the CARICOM Secretariat's database or other recognised regional databases. These shortlisted Consultants may be invited to submit a short proposal, if relevant to the assignment. The availability of the Consultant to undertake the assignment should be confirmed. The Project Manager, in confirming the Consultant's availability, must not make any commitment or give any assumptions or indications about award of a contract.
- 57.5 Where the services are to be provided by a Consulting Firm, the selection will be made from among at least three suitably qualified firms identified from the CARICOM Secretariat's updated database or other recognised Regional databases. These shortlisted Firms will be invited to submit a short proposal, together with the CVs of the proposed experts.
- 57.6 A committee of three persons, including one technically qualified person external to the Programme, will individually review each of the shortlisted Consultants against the evaluation matrix and select the best one.
- 57.7 The Project Manager will prepare an evaluation report (Annex B17c) justifying the choice of Consultant. The evaluation report, along with the individually completed evaluation grids, CVs of the shortlisted Consultants, the TOR, funds availability form and draft contract will be submitted through the relevant Director/ASG, to the Programme Manager, Administrative Services for review by Procurement and confirmation of the procurement procedure. The Programme Manager, Administrative Services will forward the Evaluation Report, along with the above-mentioned documents to the Deputy Secretary-General for approval. The Programme Manager, Administrative Services will include the request in the Log for procurement of consultants and assign a sequential number to the draft contract, in keeping with the number assigned to the consultancy in the Procurement Plan.
- 57.8 Once the approval is obtained, the Project Manager will discuss with the selected Consultant, details of the TOR and obtain written documentation of their understanding of the TOR, and acceptance of the Terms and Conditions of the contract.
- 57.9 All the aforementioned documents will be sent to the Legal Programme for review and finalization of the contract.

### **Restricted Tendering**

- 58 The following guidelines apply to Restricted Tendering:

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- 58.1 Contracts shall not exceed EC\$340,000 inclusive of all fees and expenses.
- 58.2 The Project Manager and the appropriate Director/ASG will determine the skills necessary for the study/project. The Project Manager shall prepare the TOR and a point evaluation matrix, which shall be approved by the relevant ASG/Director for submission to the Programme Manager, Administrative Services, who will undertake the procurement process.
- 58.3 The Project Manager and the Programme Manager, Administrative Services will review the relevant databases within the CARICOM Secretariat and other appropriate regional institutions and, using the selection criteria outlined in the TOR, identify at least five (5) Consultants who appear to meet the criteria.
- 58.4 In the event that five (5) Consultants cannot be found, but there are at least three (3) who meet the criteria, these will be considered. Where three (3) suitable Consultants cannot be found in the Secretariat's and other Regional databases, advertisements will be placed in the Regional media and on the Secretariat's website. There must be at least three (3) suitably qualified Consultants to constitute a short-list.
- 58.5 Once the shortlist has been finalized, the Programme Manager, Administrative Services will prepare the Request for Proposals, which will be sent to the short listed Consultants, using the templates in Annexes B8 to B15.
- 58.6 Consultants shall be given no less than twenty-one days (21) for submission of proposals and proposals must reach the CARICOM Secretariat at the address and by no later than the date and time shown in the "Instructions to Tenderers" section of the RFP.
- 58.7 Consultants may submit questions in writing to the Programme Manager, Administrative Services, no later than fifteen (15) days before the deadline for submission of proposals. The Programme Manager, Administrative Services must reply to all Consultants seeking clarification of the RFP no later than ten (10) days before the deadline for submission of proposals. The responses to the requests for clarification must be done in writing and transmitted simultaneously to all consultants on the short list. If necessary, the deadline for submission of proposals may be extended. The Secretariat cannot give a prior opinion on the assessment of the tender.

### **Submission of Proposals**

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

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successively and separately: it ensures that the technical quality of a Proposal is considered independently of the price. The Proposal must be submitted in accordance with the instructions to Consultants.

- 58.9 All proposals received after the deadline shall be declared late, remain unopened and rejected.

#### **Period of validity**

- 58.10 The period of validity for the proposal shall be ninety days (90).

#### **Receipt and registration of Proposals**

- 58.11 Consultants will place proposals in the Tender Box located at the designated place in the CARICOM Secretariat's offices. The Tender Box will be sealed promptly at the closing time and date specified in the RFP.
- 58.12 In the event that a Proposal arrives by mail or courier, provision will be made for a Procurement Officer to note the date and time of receipt on the package/envelope and place same in the Tender Box.
- 58.13 Two keys to the Tender Box will be kept, one by the Programme Manager Administrative Services and the other by the Programme Manager Finance. Arrangements must be put in place to ensure that no officer at any time controls both keys to the Tender Box.

## **EVALUATION PROCESS**

#### **The Evaluation Committee**

- 58.14 The Evaluation Committee will comprise the Programme Manager, Administrative Services or delegate (Chairperson; non-voting), an assigned Procurement Officer (Secretary; non-voting), the Project Manager, a technical person within the Programme from which the project originated, and one other person with the required expertise who is external to the Programme from which the project originated, and whose selection has been approved by the Deputy Secretary-General.
- 58.14A Where the evaluation relates to the procurement of external and or internal audit services, the Evaluation Committee, shall, from amongst the members referred to in clause 58.14, have as one of its voting members, the Director of Internal Audit or any person so delegated by the Director, Internal Audit.
- 58.15 The Evaluation Committee will organise a day, time and agenda to meet, based on the dates for submission of the Proposals. The Committee will open and evaluate the proposals received as outlined in Clauses 67.36 to 67.79, under the sections on the Evaluation Process in the Open Tendering Procedure.
- 58.16 Where less than three (3) Proposals are received, the evaluation team must seek the



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approval of the Deputy Secretary-General to proceed with the process of evaluation and selection.

- 58.17 The Programme Manager, Administrative Services will prepare the evaluation report, using the template in Annex B17d1, justifying the choice of Consultant. The evaluation report with annexes of the individually completed evaluation grids, CVs of the shortlisted consultants, the relevant TOR, funds availability form and draft contract will be submitted to the Deputy Secretary-General, through the Director, Corporate Services or designate, for approval of the proposed selection.
- 58.17A In the circumstances where the Secretariat is procuring an external auditor for the audit of its annual financial statements, a "no objection" certificate from the Secretariat's audit committee, shall, in addition to the documents stated in clause 58.17, be required prior to the approval of the evaluation report by the Deputy Secretary - General.
- 58.18 The procedures for notification of award, confirmation of the availability of key experts and proposed replacements, *contract procedures, and publication of award shall be the same as for Open Tendering procedure (Clauses 67.1 to 70.1)*

### Open Tendering

59 The following guidelines apply to Open Tendering:

- 59.1 Contracts exceeding EC\$340,000 shall require Open Tendering.
- 59.2 The TOR shall be prepared by the Project Manager and approved by the relevant ASG/Director.
- 59.3 The approved TOR, together with the detailed evaluation matrix shall be submitted to the Programme Manager, Administrative Services for the Procurement Sub-Programme to execute the procurement procedure. (Please refer to section 66.26 for guidance on preparation of Evaluation Criteria).
- 59.4 The Procurement Sub-Programme will undertake a full competitive process, firstly through placement of a Procurement Notice in newspapers in CARICOM Member States (Annex b1), which will provide a link to a detailed Request for Expression of Interest (REOI) published on the CARICOM Secretariat's website and any other relevant websites.
- 59.5 The detailed REOI (Annex b2) would provide interested Consultants with the information they need to determine their capacity to fulfill the contract in question and meet the established selection criteria.
- 59.6 Consultants would have a minimum of 14 days from the date of publication of the REOI to submit their Expression of Interest (EOI) See Annex B3. The actual deadline will be determined by the contract's size and complexity. EOIs received after the deadline for submission shall not be considered.
- 59.7 The REOI must be clear enough to save Consultants from requesting clarification or additional information during the procedure. Consultants may, however, submit questions to the CARICOM Secretariat for clarification of any aspect of the REOI. In providing the requested clarification, the Secretariat cannot give an opinion on the assessment of the Expression of Interest.

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- 59.8 The CARICOM Secretariat may, either on its own initiative or in response to the request of a Consultant, amend information in the REOI. The amended REOI will be published on the CARICOM Secretariat's website no later than seven (7) days before the original submission deadline. The amendment may extend the deadline to allow Consultants to take the changes into account in their submissions.
- 59.9 If information in the REOI needs to be clarified, **but** does not require an amendment of the REOI, the clarification will be published on the CARICOM Secretariat's website.
- 59.10 Consultants will be shortlisted by an Evaluation Committee, which will be comprised as follows:

#### **The Evaluation Committee**

- 59.11 The Director, Corporate Services or delegate (non-voting Chairperson), an assigned Procurement Officer (non-voting Secretary), Project Manager (voting member) and one other technically qualified person from the Programme (voting member), a representative of the Finance Programme (non-voting) a representative of the Legal Programme (non-voting) and a technically qualified person external to the Programme from which the project originated. The committee shall be approved by the Deputy Secretary-General.
- 59.11A Where the evaluation relates to the procurement of external and or internal audit services, the Evaluation Committee, shall, from amongst the members referred to in clause 59.11, have as one of its voting members, the Director of Internal Audit or any person so delegated by the Director, Internal Audit.
- 59.12 The Evaluation Committee will organise a day, time and agenda to meet, based on the dates for submission of the EOIs to prepare the shortlist of eligible Consultants.
- 59.13 All members of the evaluation committee are obliged to sign a Declaration of Impartiality and Confidentiality (Annex D).

#### **Drawing up Shortlist**

- 59.14 The short-listing procedure involves:
- (i) drawing up a long list (Annex b4) summarising all the Expression of Interests received;
  - (ii) eliminating Consultants who are ineligible (Ineligibility/Exclusion Criteria);
  - (iii) applying the selection criteria exactly as published. In the application of the selection criteria, the following proof documents would be examined:

**Proof of economic and financial capacity may be provided by one or more of the following documents:**

- (a) appropriate statements from banks;
- (b) evidence of professional risk indemnity insurance;

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- (c) presentation of balance sheets or extracts from balance sheets for at most the last three years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- (d) a statement of overall turnover and turnover for works, supplies or services covered by a contract during a period of no more than the last three financial years

**Proof of the technical and professional capacity of the candidate/tenderer may be provided by one or more of the following documents:**

- the educational and professional qualifications of the service provider or contractor;
- a list of the principal services provided or supplies delivered in the past three years, with the sums, dates and recipients, public or private. Evidence of successful implementation must take the form of certificates issued or countersigned by the entity or beneficiary who ordered or purchased the execution of the service or supply;

Candidates/tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract or proof of final payment for services or final acceptance for supplies). In case of projects still on-going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

If a candidate/tenderer has implemented the project in a consortium, the percentage that the candidate/tenderer has completed must be clear from the documentary evidence, together with a description of the nature of the services, supplies or works provided if the selection criteria relating to the pertinence of the experience have been used.

Where the services or products to be supplied are complex or, exceptionally, are required for a special purpose, evidence of technical and professional capacity may be secured by means of a check carried out by the CARICOM Secretariat or on its behalf by a competent official body of the country in which the service provider or supplier is established, subject to that body's agreement. Such checks will concern the supplier's technical capacity and production capacity and, if necessary, its study and research facilities and quality control measures.

If the candidate/tenderer is unable to provide the evidence requested for some exceptional reason which the CARICOM Secretariat finds to be justified, it may prove its capacity by any other means which the CARICOM Secretariat considers appropriate

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If the tenderer submits a self-declaration/statement as documentary proof, the CARICOM Secretariat reserves the right to ask for further documentary evidence.

- 59.15 After examining the responses to the REOI, the Evaluation Committee shortlists the Consultants offering the best guarantee of satisfactory performance of the contract. The shortlist shall comprise between four and six Consultants.
- 59.16 If the number of eligible Consultants meeting the selection criteria is more than six, the additional criteria published in the REOI will be applied in order to reduce the number to the six best Consultants.
- 59.17 If the number of eligible Consultants meeting the selection criteria is less than the minimum of four(4), the Evaluation Committee will verify that the following issues were satisfactory –
- (i) Sufficient time has been given for the publication;
  - (ii) The scope of service is in-line with the budget;
  - (iii) The selection criteria used were clear and non-discriminatory and not beyond the scope of the contract.
- 59.18 If the Evaluation Committee agrees that these criteria have been met, approval will be sought from the Deputy Secretary-General to proceed with a shortlist of less than four (4) eligible Consultants who meet the selection criteria.
- 59.19 The short listing process and the final shortlist itself must be fully documented in a shortlist report (Annex B5). The shortlist report is signed by the Chairperson of the evaluation committee, the Secretary and all evaluators.
- 59.20 Within seven (7) days of completion of the short listing report, shortlisted Consultants will receive a Request for Proposal (Annex B8 to B15) including a letter of invitation. At the same time, the final shortlist must be published on the CARICOM Secretariat's website using the template at (Annex B6). Consultants not shortlisted will also be notified giving reasons (Annex B7).
- 59.21 If unsuccessful Consultants request further information, they may be given any information which is not confidential, e.g. reasons why a reference does not meet the technical selection criterion, as this may help them to be successful in future tenders.

### **Developing Requests for Proposals (RFP)**

- 59.22 The RFP will be prepared using the templates in annex A8 to A15 and shall contain the following sections:

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- (i) Letter of Invitation to Consultants – Annex B8
- (ii) Instructions to Consultants – Annex B9
- (iii) Draft Contract Agreement and Special Conditions with appendices Annex B11
- (iv) Terms of Reference (TOR) Annex B10a/B10b
- (v) Other information (shortlist notice, administrative compliance grid, evaluation grid)
- (vi) Tender submission form

### **Evaluation Criteria**

- 59.23 The evaluation criteria serve to identify the best value for money. These criteria cover both the technical quality and price of the Proposal. The technical criteria allow the quality of technical proposals to be assessed. The two main types of technical criteria are the methodology proposed for execution of the contract and the curriculum vitae (CV) of the key experts proposed. The technical criteria may be divided into sub- criteria. The methodology, for example, may be examined in the light of the TOR, the optimum use of the technical and professional resources available, the work schedule, the appropriateness of the resources to the tasks, the support proposed for experts in the field, etc. CVs may be awarded points for such criteria as qualifications, professional experience, geographical experience, language skills, etc.
- 59.24 The Evaluation Committee will ensure that any methodology submitted by the Consultant complies with the requirements of the TOR. The methodology may add to the requirements of the TOR but must in no way detract from them.
- 59.25 Each criterion is allotted a number of points out of 100 distributed between the different sub-criteria. Their respective weightings depend on the nature of the services required and are determined on a case-by-case basis in the RFP as indicated in the evaluation grid. The points must be related as closely as possible to the TOR describing the services to be provided and refer to parameters that are easy to identify in the tenders and, if possible, quantifiable. Full details of the technical evaluation grid, with its criteria and sub-criteria and their weightings must be included in the RFP. There must be no overlap between the selection criteria used to draw up the shortlist and the award criteria used to determine the best tender.

### **Additional Information during the Procedure**

- 59.26 The RFP must be clear enough to save shortlisted Consultants from requesting additional information during the procedure. If the CARICOM Secretariat provides additional information on the RFP, either on its own initiative or in response to a request from a shortlisted Consultant, it must send such information in writing to all other shortlisted Consultants at the same time.

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- 59.27 Consultants may submit questions in writing no later than 21 days before the deadline for submission of proposals. The CARICOM Secretariat must reply to all Consultants' questions no later than 11 days before the deadline for receipt of tenders. The responses to the request for clarification must be done in writing and transmitted simultaneously to all Consultants on the short list. If necessary, the deadline for submission of proposals may be extended. The Secretariat cannot give a prior opinion on the assessment of the tender.
- 59.28 If the technical content of the proposal is complex, the CARICOM Secretariat may hold an information meeting. This meeting must be announced in the RFP and must take place no later than 21 days before the expiry of the deadline for submission of tenders. All costs of attending such a meeting must be met by the Consultants. Individual visits by Consultants during the tender period cannot be organised by the CARICOM Secretariat, taking into account transparency and equal treatment of the Consultants. Although they are not compulsory, these information meetings are encouraged since they have proven to be an efficient way to clarify many questions related to the RFP. Any presentation/documentation to be delivered in the information session, as well as the outcome and the minutes, will be uploaded to the CARICOM Secretariat's website.

### **Submission of Proposals**

- 59.29 Proposals must be submitted in accordance with the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "Envelope A - technical offer" and the other "Envelope B - financial offer". All parts of the Proposal, other than the financial offer, must be submitted in Envelope A. Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the Proposal. This system enables the technical offer and the financial offer to be evaluated successively and separately: it ensures that the technical quality of a Proposal is considered independently of the price. The Proposal must be submitted in accordance with the instructions in the RFP.
- 59.30 Consultants shall be given no less than thirty days (30) for submission of Proposals and Proposals must reach the CARICOM Secretariat at the address and by no later than the date and time shown in the instructions in the RFP.
- 59.31 All Proposals received after the deadline shall be declared late, remain unopened and rejected.

### **Period of validity**

- 59.32 The period of validity for the Proposal shall be ninety days (90).

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### **Receipt and registration of Proposals**

- 59.33 Upon receipt of Proposals, the CARICOM Secretariat will register them, stating the date and time of reception, and provide a receipt for those delivered by hand. The envelopes containing the Proposals must remain sealed and be kept in a safe place until they are opened. The outer envelopes of Proposals must be numbered in order of receipt (whether or not they are received before the deadline for submission of Proposals).

### **Evaluation Process**

All members of the Evaluation Committee will have the required experience and competence to evaluate all major criteria outlined in the RFP.

### **Tender Opening Session**

- 59.34 The Evaluation Committee will organise a day, time and agenda for the Tender Opening, based on the dates for submission of the proposals.
- 59.35 The RFP would have been circulated in advance to the members of the evaluation committee.
- 59.36 At the Tender Opening the Chairperson will present the purpose of the tender and explain the procedures to be followed by the Evaluation Committee, including the evaluation grid, award criteria and weightings specified in the RFP.
- 59.37 All members of the Evaluation Committee and any observers must sign a Declaration of Confidentiality and Impartiality (Annex D) prior to the opening of the proposals. Any Evaluation Committee member or observer who has a potential conflict of interest with any Consultant must so declare and withdraw immediately from the Evaluation Committee. This person will be excluded from any further participation in the Evaluation Committee.

### **Evaluation of Proposals**

- 59.38 The Evaluation Committee checks the compliance of Proposals with the instructions given in the RFP and, in particular, the administrative check list (Annex D). Any major, formal errors or major restrictions affecting performance of the contract or distorting competition will result in the rejection of the Proposal concerned.

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- 59.39 The Consultant must provide proof documents for the key experts proposed. This includes copies of the diplomas mentioned in the CV and employers' certificates or references proving the professional experience indicated in the CV. If missing proofs are requested, it should only be for the relevant experience and diplomas which are among the requirements in the TOR. The administrative check list included in the RFP must be used to record the administrative compliance of each of the Proposals/Tenders.
- 59.40 The documentary proof for exclusion and selection criteria, as well as for the key experts is not verified during this phase of the evaluation.
- 59.41 The envelopes containing the financial offers will remain sealed. All financial offers will be secured until the technical assessment of all the Proposals has been completed.
- 59.42 If requested by a majority of the Evaluation Committee voting members, the Chairperson may write to the Consultants, whose submissions require clarification, offering them the chance to reply within a reasonable time limit to be fixed by the evaluation committee.
- 59.43 The Evaluation Committee will review each Proposal against the previously determined Evaluation Matrix. The Chairperson will ensure that the Evaluation Committee agrees on the interpretation of how the evaluation criteria are to be assessed. The evaluation of proposals will be carried out independently by each evaluator and then summarised and compiled by the Chairperson and discussed as a team. Based on the weightings, the proposers will be ranked in priority order.

### **Evaluation of Technical Proposals**

- 59.44 The evaluation committee then examines the technical proposals, while the financial proposals remaining sealed. When evaluating technical proposals, each member awards each offer a score out of a maximum 100 points in accordance with the technical evaluation grid (setting out the technical criteria, sub-criteria and weightings) laid down in the Request for Proposal. Only proposals which achieve a score of 80 or more are declared "technically accepted". Under no circumstances may the evaluation committee or its members change the technical evaluation grid communicated to the Consultants in the Request for Proposal.
- 59.45 It is recommended that proposals be scored for a given criterion one after another, rather than scoring each proposal for all criteria before moving on to the next. Where the content of a tender is incomplete or deviates substantially from one or more of the technical award criteria laid down in the RFP (e.g. if an expert does not meet the requirements in the profile), the proposal will be automatically rejected, without being given a score, but this must be justified in the evaluation report. For instructions and



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guidelines how to allocate points in the evaluation, please see the evaluation grid (Annex B13).

- 59.46 Experts must be scored against the requirements in the criteria stated in the TOR. The key experts must fulfil the minimum requirements for all the criteria. If it is not the case, the offer should be rejected.
- 59.47 The Consultants must provide documentary proof for the key experts proposed. This includes copies of the diplomas referred to in the CV and [employers' certificates] or references proving the professional experience stated in the CV. If missing proofs are requested, it will only be for the relevant experience and diplomas which are among the requirements in the TOR. Only diplomas and experience supported by documentary proof will be taken into account.
- 59.48 Civil servants or other staff of the public administration of the Member States and of international/regional organisations based in the country shall be ineligible unless the Consultant, in their offer, demonstrates the added value the expert will bring, as well as proof that the expert is seconded or on leave on personal grounds.
- 59.49 For fee-based contracts, the precise time input of the key expert is left to the discretion of the Consultants as it has to be linked with the methodology provided. The methodology should include the time needed for each key expert in order to achieve the required outputs of the project.
- 59.50 If the RFP expressly permits variants, such variants are scored separately. Where variants are allowed, the CARICOM Secretariat may take them into account if:
- they are submitted by the Consultants submitting the offer which gives best value for money in the evaluation; and
  - they meet the requirements specified by the Request for Proposal, attaining at least the minimum quality and performance required.]
- 59.51 Each evaluator completes an evaluation grid (Annex B13) to record his/her assessment of each technical offer in order to establish a general appreciation of strengths and weaknesses of the individual technical offers.
- 59.52 On completion of the technical evaluation, the points awarded by each member are compared at the evaluation committee's session. Besides giving a numerical score, a member must explain the reasons for his/her choice and defend his/her scores before the evaluation committee.
- 59.53 The Evaluation Committee discusses each technical offer and each member awards it a final score. Evaluators may change their individual evaluation as a result of the general

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discussion on the merits of each offer.

- 59.54 In case of major discrepancies, full justification has to be provided by dissenting members. Once discussed, each evaluator finalises his/her evaluation grid on each of the technical proposals and signs it before handing it over to the Secretary of the evaluation committee. The Secretary must then compile a summary of the comments of the evaluation committee members as part of the evaluation report.
- 59.55 The Secretary calculates the aggregate final score, which is the arithmetical average of the individual final scores.
- 59.56 Before definitively concluding its evaluation of the technical proposals, the evaluation committee may decide to interview the key experts proposed in technically accepted proposals (i.e. those which have achieved an average score of 75 points or more in the technical evaluation). It is recommended that Consultants which have scored close to the technical threshold also be invited for interview. Any interviews should be held by the evaluation committee at intervals close enough to allow the experts to be compared. Interviews must follow a standard format agreed beforehand by the Committee with questions drafted and applied to all experts or teams called to interview. The indicative timetable for these interviews must be given in the Request for Proposal.
- 59.57 Consultants must be given at least 10 days' advance notice of the date and time of the interview. If a Consultant is prevented from attending an interview by force majeure, a mutually convenient alternative date/time is arranged. If the Consultant is unable to attend on this second occasion, their proposal may be eliminated.
- 59.58 On completion of the interviews, and without modifying either the composition or the weighting of the criteria laid down in the technical evaluation grid, the Evaluation Committee decides whether it is necessary to adjust the scores of the experts who have been interviewed. Any adjustments must be substantiated. The procedure must be recorded in the evaluation report.
- 59.59 Once the Evaluation Committee has established each technical proposal's average score (the mathematical average of the final scores awarded by each voting member), any proposal falling short of the 80-points threshold is automatically rejected. If no proposal achieves 80 points or more, the tender procedure is cancelled.
- 59.60 Out of the proposals reaching the 80-point threshold, the best technical proposal is awarded 100 points. The others receive points calculated using the following formula:
- 59.61  $\text{Technical score} = (\text{final score of the technical proposal in question} / \text{final score of the best technical proposal}) \times 100.$

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Specimen Tender Evaluation Summary:

### Part 1: Technical Evaluation

	Maximum possible	Consultant 1	Consultant 2	Consultant 3
Evaluator A	100	56	82	84
Evaluator B	100	62	83	82
Evaluator C	100	60	82	91
Total	300	174	254	257
Average score (mathematical average)		$178/3=59.33$	$247/3=82.33$	$257/3=85.67$
Technical score (actual final score/highest final score)		Eliminated	$82.33/85.67 \times 100=96.10$	100

\* Only Consultants with average score of at least 80 points qualify for the financial evaluation.

### Evaluation of Financial Proposal

- 59.62 Upon completion of the technical evaluation, the envelopes containing the financial proposals for Consultants that were not eliminated (i.e. those that scored an average score of 80 points or more) are opened and all the originals of these financial proposals are initialled by the Chairperson and the Secretary of the Evaluation Committee.
- 59.63 The Evaluation Committee has to ensure that the financial proposal satisfies all formal requirements.
- 59.64 A financial proposal not meeting these requirements may be rejected. Any rejection on these grounds must be fully justified in the Evaluation Report.
- 59.65 The Evaluation Committee checks that the financial proposals contain no obvious arithmetical errors. Any obvious arithmetical errors are corrected without penalty to the Consultant.
- 59.66 The envelopes containing the financial proposals of rejected Consultants following the technical evaluation must remain unopened and be retained. They must be archived by the CARICOM Secretariat together with the other tender procedure documents.
- 59.67 The total contract value comprises the fees (including employment-related overheads), and the incidental expenditure, lump-sums (if applicable). This total contract value is compared with the maximum budget available for the contract. Proposals exceeding the maximum budget allocated for the contract are eliminated.

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- 59.68 The Evaluation Committee then proceeds with the financial comparison of the fees and lump-sums among the different financial offers. The provision for incidental expenditure is excluded from the comparison of the financial offers as they are specified in the RFP.

### Abnormally Low Proposals

- 59.69 The CARICOM Secretariat may reject Proposals that appear to be abnormally low in relation to services concerned. However, rejection on that ground alone is not automatic.
- 59.70 The concerned Consultant must be requested, in writing, to provide details of the constituent elements of their Proposal, notably those relating to compliance with employment protection legislation and working conditions in the location of the contract, such as the service provision process, the technical solutions chosen or any exceptionally favourable condition available to the Consultant, the originality of the Proposal. In view of the evidence provided by the Consultant, the CARICOM Secretariat will decide on whether to reject the Proposal or not. The decision and its justification must be recorded in the Evaluation Report.
- 59.71 The Proposal with the lowest total fees+lumpsums receives 100 points. The others are awarded points by means of the following formula:
- 59.72 Financial score= (lowest total fees+lumpsums/total fees+lumpsums of the tender being considered) x 100.

### Specimen Evaluation Summary:

#### Part 2 - Financial Evaluation \*

	Maximum possible score	Consultant 1	Consultant 2	Consultant 3
Total fees			EC\$750,000	EC\$900,000
Financial score (lowest total fees+lumpsums/actual total fees+lumpsums x 100)		Eliminated following technical evaluation	100	=750,000/900,000 x 100=83.33

\*

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#### The Evaluation Committee's conclusions

- 59.73 The best value for money is established by weighing technical quality against price on an 80/20 basis. This is done by multiplying:
- the scores awarded to the technical proposals by 0.80
  - the scores awarded to the financial proposals by 0.20

#### Specimen Tender Evaluation Summary:

##### Part 3: Composite Evaluation

	Maximum possible	Consultant 1	Consultant 2	Consultant 3
Technical score x .80	80	Eliminated following technical evaluation	$96.10 \times 0.80 = 76.88$	$100 \times 0.80 = 80$
Financial score x .20	20		$100 \times 0.20 = 20$	$83.33 \times 0.20 = 16.67$
Overall score	100		96.88	96.67
Final ranking			1	2

- 59.74 The resulting, weighted, technical and financial scores are then added together to find the Proposal with the highest score, i.e. the best value for money. It is essential to make the calculations strictly according to the above instructions. The Evaluation Committee's recommendation shall be to award the contract to the Proposal achieving the highest overall score on the condition that the documentary evidence submitted by the Consultant for the exclusion and selection criteria are verified and accepted.
- 59.75 Where two (2) Proposals are acknowledged to be equivalent on the basis of the final score, preference is given:
- (a) to the Consultant of a CARICOM Member State; or
  - (b) if there is no such Proposal, to the Consultant who:
    - offers the best possible use of the physical and human resources of CARICOM;
    - offers the greatest subcontracting possibilities to CARICOM firms or natural persons; or
    - is a consortium of natural persons and firms from CARICOM Member States.

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

- Award the contract to the Consultant which has submitted a Proposal:
  - which complies with the formal requirements and the eligibility rules;
  - whose total budget is within the maximum budget available for the project;
  - which meets the minimum technical requirements specified in the RFP; and
  - which is the best value for money (satisfying all of the above conditions).
- Cancel the tender procedure. (see points 30 to 35)

59.77 The Evaluation Committee Chairperson will prepare the Evaluation Report using the template in Annex B17d. The Evaluation Report will be submitted to the Deputy Secretary-General. This Report incorporates both the technical and financial components of the evaluation, and as such, is a highly sensitive Report whose confidentiality must be respected. The Report will be filed as an integral part of the management of the study/project. A copy of all documentation related to the selection and hiring of Consultants funded by a specific IDP will also be placed in the relevant file for audit purposes.

59.77A In the circumstances where the Secretariat is procuring an external auditor for the audit of its annual financial statements, a "no objection" certificate from the Secretariat's audit committee, shall accompany the evaluation report to be submitted to the Deputy Secretary - General.

59.78 References given by Consultants shall be contacted. They are a valuable source of information about the quality, thoroughness and reliability with which previous work was performed. However, it should be recognised that it is unlikely that Consultants will volunteer other than their best references. Accordingly, a more representative mix of experience will be achieved if the Consultants are requested to supply a list of all organisations served in the study area over a defined time period, e.g. the last two years.

#### **Notification of Award**

59.79 Once the Evaluation Report is approved, the Programme Manager, Administrative Services will prepare and issue a letter advising all Consultants of the decision to accept the successful submission at the end of the standstill period. The successful Consultant will be advised that a response must be received by the CARICOM Secretariat within thirty days, next following the expiration of the standstill period.

59.80 The notification letter (Annex B18) to the successful Consultant implies that the validity of the successful Proposal is automatically extended for a period of sixty (60) days.

59.81 At the same time, the second ranked Consultant will be informed about the result (Annex B19). The CARICOM Secretariat reserves the right to send a notification of award to the second ranked Consultant in case of inability to sign the contract with the first ranked Consultant. The validity of the second ranked Proposal will, therefore, be kept and its

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validity will only be extended for a period of sixty (60) days in case of notification of award.

- 59.81 The CARICOM Secretariat will, at the same time, also inform the remaining Consultants (Annex A21) of the outcome of the tender procedure. The consequence of these letters will be that the validity of their Proposals must not be retained. In case of requests for further information received from the unsuccessful Consultants, any information which is not confidential may be disclosed to them. An example may be comments regarding their strengths and weaknesses, as this may assist them to be successful in future tenders.
- 59.82 As soon as the contract is signed by the successful Consultant, the CARICOM Secretariat must inform the second ranked Consultant that they will not be awarded the contract.

#### **Availability of key experts and proposed replacements.**

60. In the notification of award, the CARICOM Secretariat requests the successful Consultant to confirm the availability/unavailability of the key experts within five (5) days of the date of the notification letter. As declared in the Statement of Exclusivity and Availability, should a key expert receive a confirmed engagement, he/she must accept the first engagement, which is offered chronologically.
61. Should any of the key experts be unavailable, the successful Consultant will be allowed to propose a replacement expert. The successful Consultant shall give due justification for the exchange of expert. The CARICOM Secretariat will verify that the replacement expert is equivalent to the one being replaced, based on the evaluation criteria. The CARICOM Secretariat may consult the original Evaluation Committee and may interview one or more replacement experts by videoconference or telephone. It shall be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.]
62. The maximum time limit for proposing a replacement should be within fifteen (15) days of the date of the notification letter. Only one time-period to propose replacements will be offered to the successful Consultant, in which they may, if possible, propose several experts for replacement of the same position. [The replacement expert cannot be one presented in a Proposal from an unsuccessful Consultant participating in the same tender.] The CARICOM Secretariat may choose between these proposed replacement experts. If the CARICOM Secretariat accepts the proposed replacements, the contract shall contain the justification for the approval.
63. If no replacement expert is proposed or if the proposed replacement expert does not, at the minimum, satisfy the requirements of the evaluation criteria, the CARICOM Secretariat will decide either to award the contract to the second ranked Consultant (also giving them a chance to replace an expert in case of unavailability), or to cancel the tender procedure.

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### **Contract Procedures**

64. The Contract will define the scope of work to be performed, the expected outputs and results of the work, the timeframe within which the work will be completed, the Consultant's responsibilities and the terms and conditions of payment. It identifies all of the Consultant's personnel to be employed on the project/study and their daily charge out rate. (The total contract amount may be based on an estimate of consulting days at an approved daily rate for each of the assigned personnel.)
65. Once the Consultant has accepted the award the Programme Manager, Administrative Services will prepare a draft Contract (using a Pro Forma already approved by the CARICOM Secretariat's Legal Programme, (Annex B11), including the TOR.
66. The Programme Manager, Administrative Services shall submit to the Legal Programme for review and vetting, the draft contract, supported by all relevant documentation, including confirmation from the Director, Finance that funds are available. The Legal Programme will review the draft Contract to ensure all necessary clauses, understandings, terms and conditions have been correctly included, and return to the Programme Manager, Administrative Services for follow up with the selected Consultant.
67. The Programme Manager, Administrative Services will send the final draft copy of the Contract to the Consultant for review and acceptance within thirty (30) days. Omissions and/or disagreements will be sorted out and corrected within this period and, once agreed, the Contract will be returned to the Legal to be finalised for signature by the parties.
68. Five (5) copies of the Contract will be forwarded to the Deputy Secretary-General for signature on behalf of the CARICOM Secretariat and then to the Consultant for signature.
69. Within twenty (20) days of receipt of the contract already signed by the CARICOM Secretariat, the selected Consultant shall sign and date the contract and return it to the CARICOM Secretariat.
70. Failure of the selected Consultant to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the CARICOM Secretariat may award the contract to another Consultant or cancel the tender procedure.
71. An original of the signed Contract will be retained by the Consultant and the four (4), signed copies returned to the CARICOM Secretariat to be distributed to the Legal Programme, the Programme Manager, Administrative Service for completion of the procurement file, the relevant Project Manager, and the Finance Programme.



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### **Standstill period**

71A A standstill period shall apply to all procurement procedures that relate to open competitive tendering only, save and except, in the following circumstances:

- (a) where only one bid or proposal was submitted;
- (b) in the first stage of a two stage tendering process;
- (c) in the technical evaluation of a two envelope system;
- (d) when undertaking a prequalification exercise; or
- (e) where the Secretariat determines that urgent public interest considerations require the procurement to proceed without a standstill period.

71B Notwithstanding section 71A, a standstill period may be applied to a restricted tendering procedure.

71C The decision of the Secretariat made under Section 71A (e) that urgent public interest considerations exist and the reasons for the decision shall be adequately justified and included in the record of the procurement proceedings.

71D The standstill period shall be prescribed in the tender documents, and in all circumstances be no more than 12 calendar days when using electronic means or 17 calendar days when using other means, starting from the day following the date on which the notification to tenderers was sent. In instances where the expiration of the standstill period falls on a weekend or public holiday, the relevant day shall be the next working day.

71E Irrespective of the type of procurement procedure used, the CARICOM Secretariat shall inform applicants and tenderers of the outcome of a tender process as soon as reasonably practicable, including the basis for any decision not to award a contract, and where applicable, the right of any tenderer to file a complaint within the standstill period.

71 F The contract with the successful tenderer can only be signed after the expiry of a standstill period, or where there is a complaint during the standstill period, following the final determination of the complaint by the Procurement Review Panel.

### **Publication of Award**

- 72 Once the contract has been signed, if the value of the contract is above the open tendering threshold (> EC 340,000), a contract award notice (using Annex B21) shall be prepared and published on the CARICOM Secretariat's website within one (1) week of execution of the contract or award. This requirement may be waived –
- (a) if the disclosure of the contract is contrary to the essential security interest of the of the CARICOM Secretariat;
  - (b) if the contract is declared secret;

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- (c) if the contract must be accompanied by special security measures;
- (d) where the protection of the essential interests of the CARICOM Secretariat so requires; or
- (e) when the protection of the security and confidentiality reasons such as the publication threatening the rights and freedoms of an individual.

#### **Obligations of the CARICOM Secretariat**

- 73. The CARICOM Secretariat will determine very clear and precise TORs and/or RFPs. The CARICOM Secretariat will be responsible for the preparation of the Contract.
- 74. The CARICOM Secretariat will supply the Consultant as soon as possible with any information and/or documentation at its disposal, which may be relevant to the performance of the Contract. Such documents will be returned to the CARICOM Secretariat at the completion of the Services.
- 75. The CARICOM Secretariat will as far as possible provide the Consultant with any assistance in obtaining information relevant to the Contract that the latter may reasonably request in order to perform the Contract.
- 76. The CARICOM Secretariat will issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective implementation of the Services.
- 77. The CARICOM Secretariat will manage the efficient and effective completion of the study/project.

#### **Obligations of the Consultants**

- 78. The Consultant will respect and abide by all laws and regulations in force in the country of the CARICOM Secretariat and will ensure that her/his personnel, their dependants and local employees also respect and abide by all such laws and regulations. The Consultant will indemnify the CARICOM Secretariat against any claims and proceedings arising from any infringement of such laws and regulations by the Consultant, her/his employees and the dependents.
- 79. The Consultant will execute the contract with due care, efficiency and diligence, in accordance with the best professional practices and in compliance with the Terms and Conditions, the TOR and instructions of the Project Manager (or delegate).
- 80. The Consultant will comply with all reasonable administrative orders given by the Project Manager.

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- 81 The Consultant will treat all documents and information received in connection with the Contract as private and confidential, and will not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the Contract without the prior consent in writing of the CARICOM Secretariat. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the Contract, the decision of the CARICOM Secretariat will be final.
- 82 The Consultant will, at all times, act loyally and impartially and as an adviser to the CARICOM Secretariat in accordance with the rules and/or code of conduct of their profession, as well as with appropriate discretion. The Consultant, will in particular, refrain from making any public statements concerning the Project without the prior approval of the CARICOM Secretariat, and from engaging in any activity which conflicts with their obligations towards the CARICOM Secretariat under the Contract. The Consultant will not commit the CARICOM Secretariat in any way whatsoever without its prior consent in writing, and will, where appropriate, make this obligation clear to third parties.
- 83 The Consultant will ensure that, in no circumstances, does a conflict of interest arise either in the Consultant's relationship with the CARICOM Secretariat or in the Consultant's dealings or influence in the particular study/project being undertaken. If such a situation exists, the Consultant must advise the CARICOM Secretariat as soon as possible. If the Consultant is in doubt as to whether a conflict of interest situation exists, the Consultant must advise the CARICOM Secretariat of this doubt. Upon hearing the facts, the CARICOM Secretariat will determine whether or not a conflict of interest exists and deal with the situation accordingly.
- 84 The Consultant will sign a statement declaring that under no circumstances will a conflict of interest exist.
- 85 The Consultant will refrain from any relationship, which would compromise their independence or that of their staff. If the Consultant fails to maintain such independence, the CARICOM Secretariat may, without prejudice to compensation for any damage, which they may have suffered on this account, terminate the Contract forthwith, without giving formal notice thereof.
- 86 The Consultant will prepare all specifications and designs using accepted and generally recognised systems acceptable to the CARICOM Secretariat and taking into account the latest design criteria.
- 87 The Consultant will ensure that the specifications and designs and all documentation relating to procurement of goods and services for the Project are prepared on an impartial basis so as to promote competitive tendering.
- 88 The engagement by the CARICOM Secretariat of the Consultant will be based on the understanding that the Consultant and their personnel are in good health and are not

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subject to any disability, which may interfere with the performance of the services. The CARICOM Secretariat may request the Consultant performing the services to have their personnel undergo a medical examination by a qualified medical practitioner before leaving their usual place of residence and will as soon as is practicable furnish the CARICOM Secretariat with the medical report resulting therefrom.

- 89 For the duration of the Contract, the Consultant will obtain medical, travel, accident and other insurance deemed necessary under the Contract. Except as may be specified in the Contract, the CARICOM Secretariat will be under no liability in respect of the medical expenses of the Consultant.
- 90 The Consultant will undertake full responsibility for any taxation obligations while in the country.
- 91 All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations and supporting records or materials acquired, compiled or prepared by the Consultant in the performance of the Contract will be confidential and will be the absolute property of the CARICOM Secretariat. Upon completion of the Contract, the Consultant will, deliver all such documents and data to the CARICOM Secretariat. The Consultant may retain copies of such documents and data, but will not use them for purposes outside of her/his Contract without prior written approval of the CARICOM Secretariat.

### **Performance/Supervision of Contract**

- 92 Once the Contract is signed, the Project Manager will fix a mutually acceptable date and time for the commencement of the study/project. This date will facilitate any dates by which the study/project must be completed or milestone dates.
- 93 The performance of work will be in accordance with the Terms of the Contract and project plan, and will be supervised by the Project Manager (or delegate) in accordance with any mutually agreed methodology.
- 94 Once a contract is approved, any additional expenditure must receive the approval of the Deputy Secretary-General, and only within the threshold of the procurement procedure being executed.
- 95 Should the need arise for any amendment to the contract (e.g. change in scope, timing, cost, etc.), the Project Manager will receive the concurrence of the relevant Director/ASG on such amendment or variations and their implications; once written agreement of such amendments or variations is received from the Consultant, a formal request will be sent by the Project Manager, through the Director/ASG to the Deputy Secretary-General for approval.

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### Provision and Replacement of Experts

- 96 Where the tender procedure involves the provision of experts, the contractor is expected to provide the experts specified in the tender. The key experts, to be provided by the contractor, must be identified and named in the contract.
- 97 The Evaluation Committee may recommend that a Consultant be excluded from the tender procedure if this Consultant and/or proposed experts deliberately conceal the fact that all or some of the team proposed in their submission are unavailable from the date specified in the RFP for the start of the assignment, or if it can be established that this Consultant has proposed names of experts which in fact had not given their consent to participate.
- 98 During the implementation of a contract, where an expert has to be replaced, the replacement must possess at least equivalent qualifications and experience and the fee/rate may in no circumstances exceed that of the expert replaced. Where the Consultant is unable to provide a replacement possessing equivalent qualifications and/or experience, the CARICOM Secretariat may either terminate the contract, if it considers that its performance is jeopardised, or, if it considers that this is not the case, accept the replacement, in which case the latter's fees are to be negotiated downwards to reflect the proper level of remuneration.
- 99 Any additional expenses resulting from the replacement of experts are borne by the Consultant except in the case of replacement resulting from death or where the CARICOM Secretariat requests a replacement not provided for by the contract.
- 100 Where an expert is not replaced immediately and sometime elapses before the new expert takes up his functions, the CARICOM Secretariat may ask the Consultant to assign a temporary expert to the project pending the new expert's arrival or to take other steps to bridge the gap. Whatever the case may be, the Secretariat will make no payment for the period of absence of the expert or his replacement, whether temporary or permanent.

### Financial Arrangements

- 101 At the request of the Consultant, the payment terms may provide for an advance payment of fees, or for mobilisation or start-up expenses. The advance should not exceed twenty per cent (20%) of the consultancy fee unless there is justification for the payment of a larger percentage, in which case, the Project Manager must first seek and obtain written approval from the Deputy Secretary-General. The advance may be paid within fourteen (14) days after the signing of the Contract.
- 102 With respect to airfares and *per diem* allowances, advance payment may be made to the Consultant or the Consultant may use his/her own resources and be refunded the allowable expenses. However, in both cases, the Consultant shall be required to submit

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the original air ticket stub and boarding pass/hotel bill as satisfactory evidence of the length of stay in the particular country.

- 103 If the Contract is prematurely terminated, that portion of the advance still considered outstanding in reference to the value of work completed to the date of termination will be re-paid by the Consultant.
- 104 The quantum and frequency of work in progress payments will be made to the Consultant in accordance with the payment terms specified in the Contract. These will be based on work done to the satisfaction of the CARICOM Secretariat and accepted to date at the daily or pro-rata monthly approved rate of payment.
- 105 The cumulative amount of the progress payments will not exceed 90% of the value of the Contract, since the remaining ten per cent (10%) will be withheld as retention to be paid on satisfactory conclusion of the assignment.
106. For each payment, the Consultant will send to the Project Manager (or delegate) three copies of a written request for payment or legal invoice, stating clearly the period of work being charged for, the number of consulting days or consulting hours being charged, the Consultants who spent this time and the work performed. This request or invoice will be supported by an itemised statement (if necessary) and receipts, invoices, vouchers and other supporting documentation.
107. The Project Manager (or delegate) will receive the invoice and check the details against the work done to date and what was budgeted to be completed to date. Once satisfactory, the Project Manager will recommend approval of payment; retain one copy for the study/project management file and, within two (2) working days of receipt of the invoice, forward one copy to the CARICOM Secretariat's Finance Programme. If unsatisfactory, the Project Manager will resolve with the Consultant. The Director/ASG will approve the payment.
108. The Finance Programme will process for payment within three (3) working days of receipt, and update the study/project financial statement. The Finance Programme will issue the payment cheque to the Consultant. One copy of the duplicate transmittal of the payment will be sent to the Project Manager for verification that payment was made.
109. On satisfactory completion of the study/project, the Consultant will send to the Project Manager (or delegate) an invoice for the retention amount. The Project Manager will recommend approval of payment and forward to the Finance Programme for payment and updating the financial records. The Director/ASG will approve the payment.
110. A note on the performance of Consultants shall be prepared by the Project Manager in consultation with the Project Leader and approved by the Director or ASG for inclusion in the Consultant's file in the CARICOM Secretariat's Database of Consultants, for future reference.

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### Terms and Conditions for Consultants

111. The individual Consultant's remuneration includes (i) the fees, that is, payment for the services rendered; and (ii) the expenses incurred by virtue of rendering said services.

### Criteria to Determine Fees

112. The Human Resource Management Sub-Programme, during the conduct of its periodic salary survey of comparative organisations, will include in its data gathering, information on the range of professional fees being charged by various categories of Consultants. Thereafter, a specific range of fees will be inserted in this Manual.

113. In determining the fees to be paid, the following will normally be taken into account:

- (i) Duration of the Contract: A short-term contract means a term not exceeding six months. A medium-term contract would usually cover a period of six to eighteen (6-18) months. Generally, more is paid per hour or per day when the contract is of short duration. The same Consultant may possibly receive a lesser payment per day if her or his contract is significantly longer. In the case of short-term contracts, generally the Consultant's fees are paid on the basis of a five-day week.
- (ii) Complexity of the work to be carried out.
- (iii) Consultant's specialisation: There are specialisations which, due to their demand, are currently better paid than others, for example, Information Technology.
- (iv) Professional experience: There is a direct relationship between the rate for fees and the professional experience.
- (v) Form of Contract:
  - whether a fixed price contract (usually against a payment for service);
  - or a fixed rate contract for an established period of time, which can be per hour, per day or per month.

### Other Terms and Conditions

114. The following terms and conditions may also apply as appropriate:

- 114.1 First appointment expenses: Airfares and applicable *per diem* for round trip for consultant and, in cases where the consultancy has a duration of more than six months, for up to two (2) dependents.

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114.2 Installation allowance payable to Consultants contracted for more than six (6) months. Thirty (30) days *per diem* for Consultants and 15 days for each eligible dependent.

114.3 Repatriation expenses: Same as at first appointment.

114.4 Leave: One day per month for consultant with contract for more than six (6) months. Consultant with contract for less than six (6) months not eligible. No payment will be made for unused leave. Consultants are not eligible for paid sick leave.

114.5 Insurance: Consultants contracted for more than six (6) months may be reimbursed for insurance expenses up to US\$250 per month for Consultants with dependants and up to US\$150 per month for those without.

114.6 *Per diem*: Payable to all Consultants required to travel inside or outside their duty country. Rate will be reduced to sixty per cent (60%) of original amount after ninety (90) days of continuous service within any one country.

114.7 Method of payment: In cases of short-term contracts, fees are usually calculated on the basis of 5 working days per week. In cases of hourly, daily and monthly contracts, the Consultant is not compensated for travel time (round trip to duty station).

114.8 Last payment/retention amount of a minimum of ten per cent (10%) of fees.

### **Breach of Contract and Termination**

115 Either party commits a Breach of Contract where the party fails to discharge any of the obligations under the Contract. Where a Breach of Contract occurs, the party injured by the breach will be entitled to the following remedies:

- (i) Damages; and/or
- (ii) Termination of the Contract.

116 Where the CARICOM Secretariat is entitled to damages, it shall deduct such damages from any sums due to the Consultant or from the appropriate guarantee. Where the Consultant is entitled to damages, this will be in accordance with the terms of contract.

117 The CARICOM Secretariat shall, after giving seven (7) days' notice to the Consultant, terminate the Contract in any of the following cases where:

- (i) The Consultant fails to carry out the services substantially in accordance with the Contract;
- (ii) The Consultant fails to comply within a reasonable time with the notice given by the Project Manager requiring her/him to make good the neglect or failure to perform



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her/his obligations under the Contract which seriously affect the proper and timely performance of the services;

- (iii) The Consultant refuses or neglects to carry out administrative orders given by the Project Manager;
  - (iv) The Consultant assigns the Contract or sub-contracts without the authorisation of the CARICOM Secretariat;
  - (v) The Consultant becomes bankrupt or insolvent, or has a receiving order made against her/him, or compounds with her/his creditors, or carries on business under a receiver, trustee or merger for the benefit of her/his creditors, or goes into liquidation.
- 118 Any adverse final judgement is made in respect of an offence affecting the professional conduct of the Consultant;
- 119 Any other legal disability hindering performance of the Contract occurs;
- 120 Any organisational modification occurs involving a change in the legal personality, nature or control of the Consultant, unless such modification is approved by the CARICOM Secretariat.
- 121 The Consultant fails to maintain her/his independence.
- 122 The Consultant fails to provide the required guarantees or insurance, or if the person providing the earlier guarantee or insurance is not able to abide by her/his commitments.
- 123 Termination will be without prejudice to any other rights or powers under the Contract of the CARICOM Secretariat and the Consultant.
- 124 Upon termination of the Contract or when the Consultant has received notice thereof, the Consultant will take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 125 The Project Manager will, as soon as is possible after termination, certify the value of the services and all sums due to the Consultant as at the date of termination.
- 126 The CARICOM Secretariat will not be obliged to make any further payments to the Consultant until the services are completed, whereupon the CARICOM Secretariat will be entitled to recover from the Consultant the extra costs, if any, of completing the services, or shall pay any balance due to the Consultant.

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- 127 Where the termination is not due to an act or omission of the Consultant, the Consultant will be entitled to claim, in addition to sums owing to her/him for work already performed, an indemnity for loss suffered.
- 128 The Consultant may, after giving 14 days' notice to the CARICOM Secretariat, terminate the Contract if the CARICOM Secretariat:
- (i) Fails to pay the Consultant the approved amounts due; or
  - (ii) Consistently fails to meet its obligations after repeated reminders; or
  - (iii) Suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the Contract or not due to the Consultant's default.

### **Disqualification, Debarment and Suspension of Consultants**

- 129 A Consultant may be debarred or suspended from participating in consultancy services, without liability to the CARICOM Secretariat, if it is found, at any time, that the information submitted concerning their qualifications was deliberately false. Project Managers should promptly report any such findings, along with any evidence and the reasons for their findings of falsification to the Programme Manager, Administrative Services, in writing.
- 130 A consultant may be debarred or suspended from participating in consultancy services, without liability to the CARICOM Secretariat, for reasons of poor performance, pursuant to the contract documents. Project Managers shall promptly report any such findings, along with any evidence and the reasons for these findings to the Programme Manager, Administrative Services in writing.
- 131 Any Consultant, whether or not they have submitted a bid, who attempts to gain any advantage or concession for themselves or any other person, by offering to a member of any Committee or officer of the CARICOM Secretariat, a gift of money or any other favour, or approaches any member of Committees with respect to any matter that is before the Committees, or that is expected to come before the Committees shall be subject to disqualification and debarring from participating in consultancy services.
- 132 A list of such disqualified/debarred or suspended Consultants shall be maintained and published on the CARICOM Secretariat's website.

### **Settlement of Disputes**

- 133 The CARICOM Secretariat and the Consultant will make every effort to amicably settle any dispute relating to the Contract, which may arise between them or between the Project Manager and the Consultant.

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- 134 If there is no amicable settlement of the dispute, the parties will agree to settle the dispute in accordance with the arbitration provisions stipulated in the agreement.

#### **AUTHORITIES AND RESPONSIBILITIES**

- 135 The Project Manager is responsible for preparing a detailed project plan of the action steps to be followed to implement the project.
- 136 The Project Manager is responsible for implementing the Action Plan, including developing TOR for Consultants.
- 137 For contracts up to EC\$82,000 the Deputy Secretary-General will approve the selection of the Consultant on the recommendation of the Project Manager and the concurrence of the relevant Director or ASG.
- 138 For contracts over EC\$82,000 the Deputy Secretary-General or Secretary-General will approve the selection of the consultant following the recommendation of an Evaluation Committee, on the basis of an evaluation of the proposals in accordance with the appropriate selection criteria.
- 139 The Project Manager will be authorised to commence the process for the contractual hiring of the consultant. In cases where negotiations are involved, the Programme Manager will enter negotiations and will be authorised to finalise arrangements with the most qualified Consultant(s) in the context of limits set by the Evaluation Committee.
- 140 Once the Consultant has been selected and Terms and Conditions agreed, the Programme Manager, Administrative Services will prepare a draft contract or letter of Agreement (using a Pro Forma already approved by the CARICOM Secretariat's Legal Programme: See Annexe B11a to B11d) detailing the TOR, Consultant's responsibilities, Terms and Conditions. The Programme Manager will refer the draft to the Legal Programme for review.
- 141 The Legal Programme will certify the contract as being ready for signature.
- 142 The Project Manager will be responsible for interfacing with the Consultant to ensure proper implementation.
- 143 The Project Manager will be responsible for monitoring work in progress and will be held accountable to the Secretary-General or his delegate for any deficiencies.
- 144 The Project Manager will be responsible for recommending approval of all payments, except the advance payment, which will be recommended by the Programme Manager, Administrative Services.

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- 145 The appropriate Director will authorise all payments.
- 146 The Finance Programme will process the necessary payments, based on the provisions set out in the procedures and in accordance with the terms of the contract.
- 147 Where there is a breach of contract, termination will occur in accordance with the guidelines set out in the procedures.
- 148 Settlement of disputes will be in accordance with the mechanism stipulated in the agreement.
- 149 In the absence of the Deputy Secretary-General, the Secretary-General will identify the designate who will have the authority and responsibility of this functionary in the execution of the Procurement process.

## **MODULE THREE**

# **PROCUREMENT OF GOODS/EQUIPMENT AND SERVICES**



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**POLICY**

1. Procurement is the process of acquisition of goods, equipment, and services. Goods and equipment include: commodities, office equipment, furniture and fittings, office supplies and computers etc. Services include: printing, conference support, information technology, security and all maintenance services such as plumbing, carpentry, vehicle repairs, equipment repairs etc. In addition, some technical equipment, e.g. computers, may include a maintenance, service and/or training component.
2. The objective of the CARICOM Secretariat's procurement policy is to ensure that systems are in place to efficiently and effectively manage the procurement process. These systems will reflect prudent business practices and commitment to the principle of competitive bidding for the issue of Purchase Orders and award of supply contracts.
3. Where Development Partners have specific eligibility criteria and requirements for procuring goods, equipment and related services, those shall be followed. Where Development Partners do not have eligibility criteria and requirements, the provisions of this Manual shall apply.
4. Procurement of pharmaceutical products will be done specifically in accordance with international pharmaceutical procurement guidelines as outlined in the interagency guidelines Operational Principles for Good Pharmaceutical Procurement.
5. This module does not govern the procurement of services provided by Consultants hired to undertake studies or projects. Hiring of such Consultants is covered by Module Two of this Manual.

**Principles and Standards Governing Procurement**

6. The procurement process shall be governed by the principles of best value for money, transparency, non-discrimination, and equal treatment, notwithstanding that regional suppliers/contractors, either alone or in combination with international suppliers/contractors, are preferred.
7. All procurement activities shall be carried out in a manner consistent with the highest professional, ethical, moral and legal standards. In this regard, all staff members involved in procurement of goods and services for the CARICOM Secretariat must:
  - Place the interests of the Secretariat first in all transactions
  - Carry out and conform to the Secretariat's established policies.
  - Buy without prejudice, seeking to obtain maximum value for each dollar of expenditure.
  - Adhere to the CARICOM *Rules of Origin*.

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- Respect obligations required for the conduct of good business practices.
8. The procurement process should be planned and implemented to ensure that:
- 8.1 Goods, equipment and services are procured as required on terms that are economically favourable to the CARICOM Secretariat.
  - 8.2 Purchase Orders and procurement contracts are structured to promote efficient administration at all levels.
  - 8.3 All procurement activity is documented in a manner that will ensure adequate control for:
    - the procurement requirements
    - ensuring easy accessing of information
    - identification and selection of vendors
    - effective auditing.
  - 8.4 All purchase requests are routed through the Procurement Sub-Programme so that persons not vested with the delegated authority stated in this document are not involved in any purchasing activities on behalf of the CARICOM Secretariat.
  - 8.5 The CARICOM Secretariat is provided with a supply of necessary goods and services on a timely basis, thereby increasing efficiency.
  - 8.6 Products and services purchased meet the CARICOM Secretariat's required standards and specifications.
  - 8.7 Operating and capital expenditure is optimised.
  - 8.8 Penalty charges for late payments are avoided.
  - 8.9 The best price, quality and delivery time available in the market place for goods, equipment and services are obtained.

### **Managing the Procurement Process**

9. The Programme Manager, Administrative Services is responsible for managing the Procurement Process, which will be executed by the Procurement Sub-programme and in this context prepares an annual Procurement Plan. The goods, equipment and services identified in the plan will, as far as possible, be compatible in terms of product type, quality and cross-functional usage. The annual Procurement Plan shall be submitted to the Deputy Secretary-General for approval and subsequently published on the CARICOM Secretariat's website.
10. In the case of projects, identification of material and/or equipment must form part of the project planning phase to facilitate project costing, critical timing of procurement and project management. In addition, it must be compatible with existing material/equipment and/or future plans.



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11. All purchasing activities shall adhere to the following procurement cycle:

- Submission of Internal Requisition/Identification and Definition of Requirements
- Procurement Planning
- Value for Money Sourcing
- Order Approval
- Purchasing
- Receiving
- Inspection
- Monitoring and Hand-over Process
- Invoice Processing Asset/Liability Recording
- Payment

12. The Internal Requisition is completed by Programme Managers requesting the provision of goods and services and forwarded to the Programme Manager, Administrative Services for action.

13. If the Internal Requisition requests an item, which is in Stores, this will be supplied on a timely basis from the Stores. If the item is not in stock, or if the request is for a service, which has to be procured, the Procurement Sub-Programme will initiate the process of procurement and so inform the requesting programme.

14. The Procurement Sub-Programme will initiate the procurement process by preparing the Materials/Service Requisition (MSR) form in triplicate indicating, inter alia, a detailed description and specification of the item/service required, quantity, cost centre and account number, reasons for the expenditure and an estimated price, the Programme which submitted the request, the date required, the date of the MSR and item number, if any.

15. All procurement activity must be undertaken in keeping with the requirements set out in this Module. Any variation from the procedures laid out herein must be approved by the Deputy Secretary-General or the Secretary-General.

### **Eligibility**

16. To foster competition, the Secretariat permits Suppliers and Contractors from all countries to tender for Supplies and Services. Any conditions for participation shall be limited to those that are essential to ensure the Suppliers'/Contractors' capability to fulfill the contract in question.

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### Exclusion criteria

#### 17. Exclusion criteria applicable for participation in procurement procedures

17.1 Suppliers/Contractors will be excluded from participation in procurement procedures if they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

17.2 Suppliers/Contractors will be excluded from participation in procurement procedures if they, or persons having powers of representation, decision making or control over them, have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*; (i.e. against which no appeal is possible);

17.3 Suppliers/Contractors will be excluded from participation in procurement procedures if they have been guilty of grave professional misconduct proven by any means which the CARICOM Secretariat can justify for example, any of the following:

- (i) wilful misrepresentation of information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
- (ii) deliberate collaboration with other economic entities with the aim of distorting competition during the procurement process;
- (iii) disregarding intellectual property rights of others;
- (iv) seeking to influence the decision-making process of the CARICOM Secretariat during the procurement procedure; and
- (v) seeking to obtain confidential information that may give an economic entity undue advantages in the procurement procedure.

17.4 Suppliers/Contractors will be excluded from participation in procurement procedures if they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the CARICOM Secretariat or those of the country where the contract is to be performed;

17.5 Suppliers/Contractors will be excluded from participation in procurement procedures if a competent authority in any Member State has established through a final judgment, that the economic operator is guilty of any of the following:

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- (i) involved in money laundering, terrorist financing, proliferation financing, terrorist offences or are linked to terrorist activities or such other activities that are considered as aiding or abetting or attempting to commit such offences;
- (ii) involved in child labour or other forms of illicit trafficking in human beings;
- (iii) has been involved in fraudulent or corrupt practices or committed an irregularity consistent with the meaning of corruption in Clauses 26 to 31;
- (iv) is creating an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- (v) the entity has been created with the intent provided for in paragraph (iv) above; or
- (vi) non-compliance with environmental, social or labour law.

17.6 Suppliers/Contractors will be excluded from participation in procurement procedures if they have shown significant deficiencies in complying with their main obligations in the performance of a contract implemented by the CARICOM Secretariat, which led to the early termination of the contract, or to the application of penalties;

17.7 Suppliers/Contractors will be excluded from participation in procurement procedures if they or persons having powers of representation, decision making or control over them, have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such an illegal activity is detrimental to the Secretariat's financial interests;

17.8 Suppliers/Contractors will be excluded from participation in procurement procedures if they are currently subject to an administrative penalty while applying to participate in the procurement procedure.

17.9 Paragraph 17.2 does not apply to the procurement of supplies on advantageous terms from either a supplier that is winding up its business activities or from liquidators of an insolvency procedure, an arrangement with creditors, or a similar procedure under the laws of any Member State.

17.10 In the cases referenced in paragraphs 17.3 and 17.5, in the absence of final judgement by a competent authority, the Secretariat may still exclude an economic operator on the basis of available factual evidence or findings.

17.11 Paragraphs 17.3 and 17.7 do not apply when the Suppliers/Contractors can demonstrate that adequate measures have been adopted against the persons having powers of representation,

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decision making or control over them, who are subject to the judgement referred to in paragraph (b) or (e).

17.12 Paragraphs 17.1, 17.3 and 17.4 do not apply-

- (i) when it can be if duly justified to by the CARICOM Secretariat in negotiated procedures where it is indispensable by an economic operator, which must show that acceptable measures have been instituted to ensure its reliability, except for cases listed in paragraph 17.5;
- (ii) where it is necessary to award the contract to a particular entity for technical or artistic reasons, so as to ensure continuity of a service for a limited period pending the adoption of remedial measures;
- (iii) for reasons connected with the protection of exclusive rights; or
- (iv) in cases where the exclusion is disproportionate.

17.13 The Secretariat may in respect of paragraphs 17.1 to 17.8) take into consideration, based on justified grounds, overriding reasons of public health or environmental protection.

## **18 Exclusion criteria applicable during the procurement procedure:**

18.1 Contracts may not be awarded to Suppliers/Contractors who, during the procurement procedure for Restricted and Open tenders, are:

- (i) subject to a conflict of interest;
- (ii) are guilty of misrepresentation in supplying the information required by the CARICOM Secretariat as a condition of participation in the contract procedure or fail to supply this information;
- (iii) find themselves in one of the exclusion situations for the procurement procedure.

18.2 For contracts exceeding EC\$200,000, the Suppliers/Contractors must sign a declaration that they are not in any of the exclusion situations cited in Clauses 17 and 18.

18.3 Information on the ownership/management, control and power of representation of the entity and a certification that they do not fall into the relevant exclusion situations must be provided where specifically requested by the CARICOM Secretariat. This may be the case where there are doubts about the Suppliers/Contractors situation and in consideration of the national legislation of the country in which they are established.

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- 18.13 Following the notification of award, the Suppliers/Contractors to whom the contract is to be awarded must supply evidence that they do not fall into the exclusion situations, unless such evidence has already been submitted earlier in the procurement procedure. In Open Tendering, these supporting documents must be sent together with the tender and verified and checked by the CARICOM Secretariat before signature of the contract with the successful Suppliers/Contractors. In addition, the Suppliers/Contractors must certify that the situation has not altered since the date of issue of the evidence.
- 18.14 As regards subcontractors, where specifically requested by the CARICOM Secretariat, the successful Supplier/Contractor must submit a declaration from the intended subcontractor, and/or documentary evidence that the subcontractor is not in one of the exclusion situations.
- 18.15 For procurement contracts with a value of less than the Open Tendering threshold (EC\$200,000.), the CARICOM Secretariat may waive the obligation to submit documentary evidence, depending on its risk assessment. Furthermore, a waiver may be granted where documentary evidence has been submitted in the past twelve (12) months to the CARICOM Secretariat for another procedure, provided that this evidence is still valid. In all cases evidence may still be required in case of doubt.
- 18.16 As satisfactory evidence that the Suppliers/Contractors are not in one of the situations described in a), (b) or (e) of article 17 (Exclusion criteria applicable for participation in procurement procedures), the CARICOM Secretariat will accept a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that the requirements are satisfied. For (d) of article 17, The CARICOM Secretariat will accept a recent certificate issued by the competent authority of the State concerned. Where no such document or certificate is issued in the country concerned and for the other exclusion criteria listed above, it may be replaced by a sworn/solemn statement made before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance.
- 18.17 The documents may be originals or copies; however, originals must be made available to the CARICOM Secretariat upon request. The date of issuing of the documents provided must be no earlier than one year before the date of submission of the tender. If the supporting documents are not written in English, an English translation must be attached.
- 18.18 Before excluding a Supplier/Contractor from a procurement procedure, principles such as the right of defence and proportionality must be considered. To that end, unless the evidence is such that no further investigation is necessary (for example in case of a judgement of a competent authority of a Member State which has the force of *res judicata*), an adversarial procedure with the Supplier/Contractor should be ensured.

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### **Conflict of Interest**

- 19 Suppliers/Contractors shall provide professional, objective, and impartial advice and services and at all times hold the CARICOM Secretariat's interests paramount, without any consideration for future work, and that in providing services and advice they avoid conflicts with other assignments and their own interests. Suppliers/Contractors shall not be contracted to provide services that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to provide the services in the best interest of the CARICOM Secretariat.
- 20 A conflict of interest occurs when the impartial and objective exercise of the functions of the CARICOM Secretariat, or observance of the principles of competition, non-discrimination against or equality of treatment of Suppliers/Contractors is compromised for reasons involving family, emotional life, political or national affinity, and economic interest.
- 21 A conflict of interest may arise where, for instance, a member of the Evaluation Committee or someone in the CARICOM Secretariat or others involved in the procedure grant themselves, or others, unjustified direct or indirect advantages by influencing the outcome, or allow a Supplier/Contractor to obtain information leading to an unfair advantage in subsequent or related procedures.
- 22 For instance, any Supplier/Contractor involved in preparing a project (e.g. drafting the Technical Requirements) must, as a rule, be excluded from tendering for services that are based on those preparations, unless they can prove to the CARICOM Secretariat that their initial involvement does not constitute unfair competition.
- 23 Suppliers/Contractors that have a conflict of interest in relation to a particular contract are excluded from this contract award. The grounds for exclusion must be considered case by case. Any automatic exclusion deprives the Suppliers/Contractors of the right to present supporting evidence which might remove all suspicion of a conflict of interest.
- 24 Where a potential conflict of interest might occur with regard to on-going contracts, measures must be adopted to prevent such a conflict, including cancelling the contract if necessary.

### **Unfair Competitive Advantage**

- 25 Fairness and transparency in the selection process require that Suppliers/Contractors or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the contract in question. To that end, the CARICOM Secretariat shall make available to all Suppliers/Contractors, together with the Invitation to Tender, all information that would in that respect give Suppliers/Contractors a competitive advantage.

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### **Ethics Clauses / Corruptive Practices**

- 26 Any attempt by a Supplier/Contractor 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.
- 27 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.
- 28 The CARICOM Secretariat reserves the right to suspend or cancel the tender procedure 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.
- 29 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.
- 30 Suppliers/Contractors 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 CARICOM Secretariat projects.
- 31 The CARICOM Secretariat reserves the right to suspend or cancel a Tender procedure, where the 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.

### **Complaints to the CARICOM Secretariat**

- 32 Suppliers/Contractors believing that they have been harmed by an error or irregularity during the selection or award process may file a complaint in accordance with the procedure set out below:
  - (i) A Supplier/Contractor may appeal in writing to the Deputy Secretary-General or designate within the standstill period, of a decision not to award a contract.
  - (ii) Specific information must be supplied by the appellant detailing and explaining how the appellant considers that the grounds for appeal arise. All supporting documentation should be provided with the appeal application.
  - (iii) Matters that are deemed to be frivolous will not be reviewed.

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- (iv) The Deputy Secretary-General or designated representative shall appoint a committee, the Procurement Review Panel, consisting of no less than three (3) persons to consider the specific appeal, within two (2) clear working days of the appeal application, being duly served on the Office of the Deputy Secretary General.
  - (v) The Deputy Secretary-General will ensure that there is no conflict of interest in the membership of the committee by selecting members who are in no way related to the procurement process and who will be requested to sign the relevant form declaring their impartiality.
  - (vi) The Procurement Review Panel will review the appeal and within three (3) clear working days of its establishment, determine whether the application is manifestly without merit or if there is an arguable case and where the Panel decides that there is an arguable case, it may order the suspension of the procurement proceedings for as long as is deemed necessary, before the entry into force of a procurement contract, in order to protect the interest of the applicant/appellant.
  - (vii) Where the appellant has an arguable case the review panel shall cause the Chairman of the tender Evaluation Committee which took the decision to award, to provide a copy of the specific procurement file (containing information regarding the procurement process) to the Chairperson of the Procurement Review Panel established by the Deputy Secretary-General.
  - (viii) The Procurement Review Panel will make a decision within fifteen (15) working days of the date of its establishment.
  - (ix) The appellant and the Evaluation Committee will be informed of the final decision of the Procurement Review Panel, through the Deputy Secretary General.
- 33 Any Consultant who disagrees with the final award decision shall not use this complaint procedure merely to obtain a second evaluation.

### ***Methods of Selection***

- 34 The basic means of awarding contracts is competitive tendering. The purpose is twofold:
- (i) to ensure the procurement procedure respects the principles and standards governing procurement; and
  - (ii) to obtain quality goods, equipment and services at the best possible price.
- 35 In procuring Suppliers/Contractors, the CARICOM Secretariat will use one of the following four selection methods:



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<b>No.</b>	<b>Selection Method</b>	<b>Threshold</b>
1	Petty Cash	Purchases up to EC\$75
2	Shopping	Purchases from EC\$76 to EC\$54,000
3	Restricted Tendering	Purchases not exceeding EC\$200,000
4	Open Tendering	Purchases exceeding EC\$200,000
5	Direct Award (Single Tender Procedure)	Exceptional and duly justified cases. No specific threshold applies.

### **Cancellation of procurement procedures**

- 36 The CARICOM Secretariat may cancel a procurement procedure at any time before the contract is signed, without incurring any liability to tenderers.

### **Cancellation of Tenders**

- 37 Cancellation of tenders may occur if:
- (i) the tender procedure has been unsuccessful, i.e. no technically compliant or financially worthwhile tender has been received or there is no valid response at all;
  - (ii) the economic or technical data of the tender have fundamentally changed;
  - (iii) exceptional circumstances or a force majeure render normal performance of the contract impossible;
  - (iv) all technically compliant tenders exceed the available budget;
  - (v) there have been irregularities in the procedure, in particular where these have prevented fair competition;
  - (vi) the award is not in compliance with sound financial management i.e. does not obey the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded bears no relation to the market price).
- 38 If a procurement procedure is cancelled, the CARICOM Secretariat will notify all tenderers in writing, and as soon as possible, of the reasons for the cancellation. Where relevant, a cancellation notice must be published. 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.
- 39 After cancelling a tender procedure the CARICOM Secretariat may decide: -

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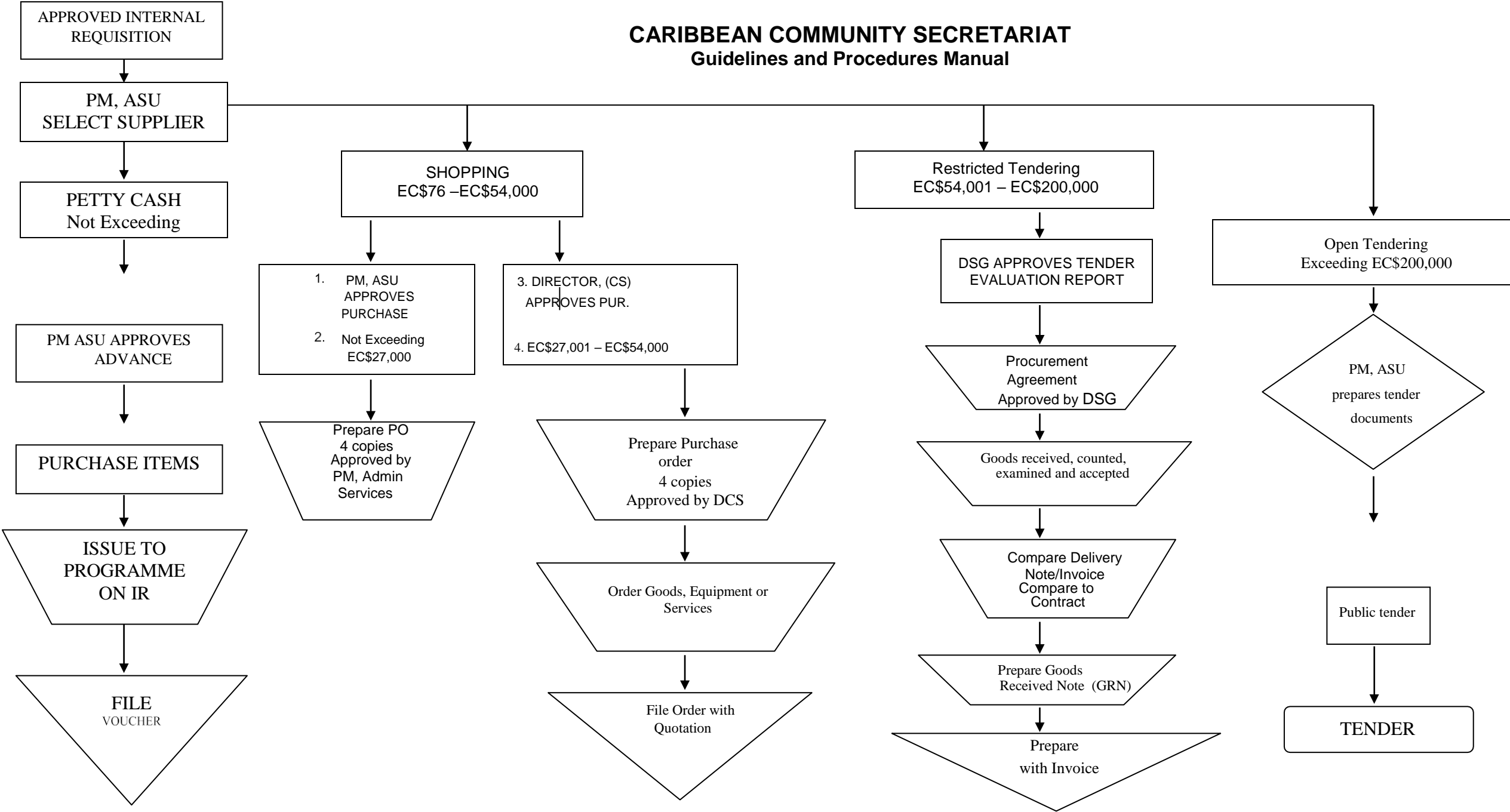
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- (i) to launch a new tender procedure;
  - (ii) to re-launch the tender procedure using the same reference as the original call;
  - (iii) to open negotiations with one or more tenderers who participated in the tender procedure and who meet the selection criteria, provided that the original terms of the contract have not been substantially altered (this option is not available if the procedure was cancelled because of irregularities which might have prevented fair competition);
  - (iv) not to award the contract.
- 40 In no event shall the CARICOM Secretariat be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the CARICOM Secretariat has been advised of the possibility of damages. The publication of a procurement notice does not commit the CARICOM Secretariat to implement the programme or project announced.

### **Performance Audits**

- 41 Performance audits will be carried out at least once every three years to measure the extent to which the policies laid down in this manual are being followed. Parameters should be set up by means of which effectiveness can be measured.

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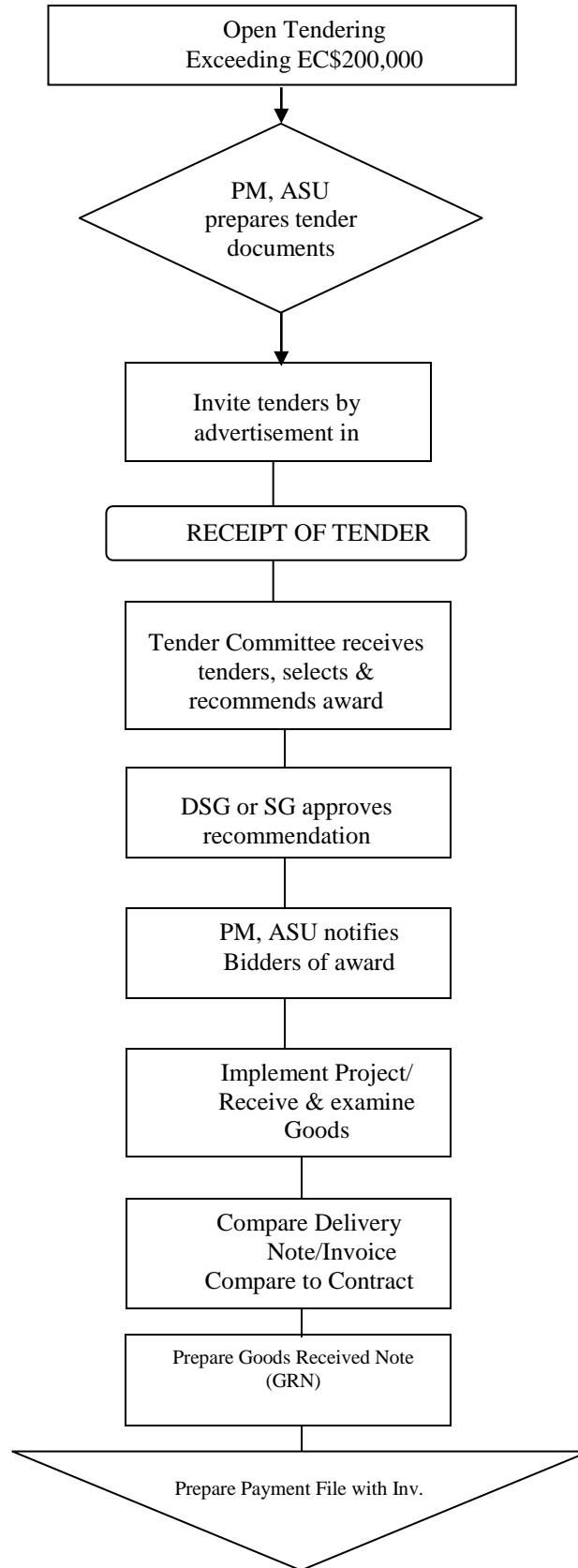


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Module Three: Procurement of Goods/Equipment and Services  
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### ***PROCEDURES***

#### **Procurement Methods**

- 42 Purchases exceeding EC\$75 will be made from suitably qualified suppliers on the following basis:
- |        |                               |   |                      |
|--------|-------------------------------|---|----------------------|
| 42.1   | Up to EC\$75                  | - | Petty Cash           |
| 42.2   | EC\$76 - EC\$54,000           | - | Shopping             |
| 42.3   | Over EC\$54,001 - EC\$200,000 | - | Restricted Tendering |
| 42.3.1 | Over EC\$200,000              | - | Open Tendering       |

#### **Petty Cash**

- 43 Purchases not exceeding EC\$75 or its equivalent may be made from petty cash. Authorisation for keeping Petty Cash on hand and manner for determining the limit replenishment of the Petty Cash imprest are set out in the Financial Rules and the Accounting Manual. Purchases shall not be divided into sub-sets to circumvent the bidding requirements.

#### **Shopping**

- 44 The following requirements apply to Shopping:
- 44.1 Goods, equipment and services valued from EC\$76 to EC\$54,000 shall be procured by "Shopping";
  - 44.2 On receipt of an Internal Requisition with detailed specifications from the requesting programme, the Programme Manager Administrative Services will select from the CARICOM Secretariat's approved Vendors' Database, at least three suppliers of the required item(s) and solicit quotations. A justification shall be provided for each shortlisted vendor.
  - 44.3 Quotations will be solicited using the standard "Request for Quotations" (RFQ), see Annex C1. These RFQs shall furnish quantities and specifications of the goods/services required;
  - 44.4 A minimum of three days shall be given for submission of quotations;
  - 44.5 A matrix of responses received shall be prepared for purpose of analysis and recommendation;
  - 44.6 Where the value of goods, equipment or services being procured is equivalent to EC\$27,000 or less, the Programme Manager Administrative Services is authorised to

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approve the purchase;

- 44.7 Where the value of goods, services or equipment being procured is greater than EC\$27,000 and up to EC\$54,000 the Director Corporate Services will approve the purchase on the recommendation of the Programme Manager, Administrative Services.

### **Restricted Tendering**

- 45 The following requirements apply to Restricted Tendering:
- 45.1 Goods, equipment and services valued from EC\$54,001 to EC\$200,000 shall be procured using the Restricted Tender procedure;
  - 45.2 The Procurement Officer, using the Invitation to Tender (Annex C2), shall invite at least five appropriate Suppliers/Contractors from the CARICOM Secretariat's approved Vendors' Database to tender. A justification shall be provided for each shortlisted vendor.
  - 45.3 If five Suppliers/Contractors cannot be found after reasonable attempts have been exhausted, three will be invited to submit tenders;
  - 45.4 Tenderers shall be given a minimum of twelve (12) days for the submission of tenders. During this interval, tenderers may request clarifications in writing eight (8) days before the deadline for submission of the tenders. The responses to the request for clarification must be done in writing and copied to all tenderers on the short list at least five (5) days before the deadline for submission of tenders. If necessary, the deadline for submission of tenders may be extended. No amendments to the tender shall be accepted after the deadline, although amendments may be submitted before such deadline.

### **Receipt of Tenders**

- 45.5 Tenders will be placed by the tenderers in a Tender Box located in a designated place at the CARICOM Secretariat's office. The Tender Box will be sealed promptly at the closing time and date specified in the Invitation to Tender;
- 45.6 In the event that a Tender arrives by mail or courier, provision should be made for the Registry staff to note the date and time of receipt on the package/envelope and place same in the Tender Box;
- 45.7 Two (2) keys to the Tender Box will be kept, one by the Programme Manager Administrative Services and the other by the Programme Manager Finance. Arrangements must be put in place to ensure that no officer at any time controls both keys to the Tender Box.



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### **The Tenders Committee**

- 45.8 The Tenders Committee shall comprise the following personnel:
- (i) Programme Manager Administrative Services or Alternate as Chairman;
  - (ii) A Procurement Officer as Secretary;
  - (iii) A representative of the Finance Programme;
  - (iv) A representative of the Programme requiring the good or service;
  - (v) A representative of the Legal Division.
- 45.9 All members of the Tenders Committee and any observers must sign a Declaration of Confidentiality and Impartiality form (see Annex D1) prior to the opening of the proposals. Any Tenders Committee member or observer who has a potential conflict of interest with any tenderer must so declare and withdraw immediately from the Tenders Committee.

### **Opening and Selection of Tenders**

- 45.10 The Tender Box will be jointly opened by the Programme Manager Administrative Services or Alternate and the representative from the Finance Programme in the presence of the Tenders Committee;
- 45.11 The Committee Chairperson will open all tenders at the meeting and each member of the Committee in attendance will initial each tender;
- 45.12 The Committee Chairperson will complete a Tender Administrative Grid (Annex D2), to record the administrative compliance of each tender. Tenders not satisfying the requirement of the Administrative checklist shall be disqualified;
- 45.13 Tenders will be evaluated for compliance to the technical specifications using the technical evaluation grid included in the tender documents. Tenders satisfying the technical specifications shall be ranked based on price. The evaluation committee will select the lowest evaluated tender and prepare an evaluation report, which documents the rationale for the selection and makes recommendations for the award;
- 45.14 The Committee Chairperson will forward the evaluation report to the Deputy Secretary-General, through the Director Corporate Services, for approval;
- 45.15 Within seven (7) working days of approval, the successful tenderer will be notified of the award and requested to indicate their acceptance, in writing, within three days;
- 45.16 Once the award has been accepted, the successful tenderer will be invited to discuss implementation with the Programme Manager, Administrative Services;
- 45.17 In the event a successful tenderer does not accept the award, it shall be offered to the

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tender with the next lowest evaluated price;

- 45.18 The CARICOM Secretariat will then issue a Purchase Order or enter into a Contract with the supplier/contractor depending on the nature of the goods or services being procured;
- 45.19 Once the award has been accepted, the Programme Manager, Administrative Services will also notify the unsuccessful tenderers within three (3) days, the outcome of the tender procedure.

### **Cancellation of Tender**

- 45.20 If the Tenders Committee determines that the Tender should be cancelled, the requisite report will be prepared and submitted to the Deputy Secretary-General, through the Director Corporate Services, for approval to cancel;
- 45.21 Tenderers shall be notified in writing if the tender procedure has been cancelled, at any stage of the process.

### **Open Tendering**

- 46 The following requirements apply to Open Tendering:

- 46.1 Purchases exceeding EC\$200,000 shall require “Open Tendering”.

### **Tender Process**

- 46.2 The Programme Manager Administrative Services or delegate will be responsible for putting together a detailed Supply Contract Notice (Annex C4) and Tender Document for publication on the CARICOM Secretariat’s website. See Annexes C4 to C15 for template.
- 46.3 The Tender document shall contain the following:
  - (i) Invitation Letter-Annex C5
  - (ii) Instructions to Tenderers – Annex C6
  - (iii) Draft contract – Annex C7
  - (iv) Draft Special Conditions of Contract – Annex C8
  - (v) General Conditions of Contract – Annex C9
  - (vi) Detailed Technical Specifications – Annex C10
  - (vii) Blank tender forms and Schedule – Annex C11-C15

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- 46.4 A Summary Procurement Notice (Annex C3) will be published in the local newspapers of CARICOM Member States, the CARICOM Secretariat's Web Site and other relevant web sites.
- 46.5 The Summary Procurement Notice will clearly indicate the identification name of the goods/services to be supplied, the closing date and time, the place for delivery of bids, and where the detail supply contract notice tender document can be located.
- 46.6 Tenderers shall be given a minimum of thirty (30) days for the submission of their tenders. During this interval, the tenderer may request clarifications in writing, to the contact person stated in the Instruction to Tenderers at least fourteen (14) days before the deadline for submission of the tenders. The responses to the request for clarification shall be done in writing and published on the CARICOM website at least ten (10) days before the deadline for submission of tenders. If necessary, the deadline for submission of tenders may be extended. No amendments to the tender shall be accepted after the deadline, although amendments may be submitted before such deadline.

### **Receipt of Tenders**

- 46.7 Tenders will be placed by the tenderers in a Tender Box located in a designated place at the Secretariat's office. The Tender Box will be removed promptly at the closing time and date specified in the Invitation to Tender.
- 46.8 In the event that a Tender arrives by mail or courier, provision should be made for the Registry staff to note the date and time of receipt on the package/envelope and place same in the Tender Box.
- 46.9 Two keys to the Tender Box will be kept, one by the Programme Manager Administrative Services and the other by the Programme Manager Finance. Arrangements must be put in place to ensure that no officer at any time controls both keys to the Tender Box.

### **The Tenders Committee**

- 46.10 The Tenders Committee shall comprise the following personnel:
- (i) Director Corporate Services or Alternate as Chairman
  - (ii) Programme Manager Administrative Services or Alternate as Secretary
  - (iii) Director Finance or Alternate – Voting
  - (iv) A representative of the Programme requiring the good or service -Voting
  - (v) A representative of the Legal Division – Voting
- 46.11 Where the goods or services being procured is of a highly technical nature, at least two technical persons will be included in the Tenders Committee.

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- 46.12 All members of the Tenders Committee and any observers must sign a Declaration of Confidentiality and Impartiality form (Annex D1) prior to the opening of the proposals. Any Tenders Committee member or observer who has a potential conflict of interest with any tenderer must so declare and withdraw immediately from the Tenders Committee. This person will be excluded from any further participation in the Tenders Committee.

### **Opening and Selection of Tenders**

- 46.13 The Tender Box will be jointly opened by the Programme Manager, Administrative Services and the Programme Manager Finance in the presence of the Tenders Committee.
- 46.14 The Tenders Committee will open all tenders at a public session and each member of the Committee in attendance will initial each tender. All tenders will be opened in the presence of those tenderers' representatives who may choose to attend. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 46.15 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 46.16 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the CARICOM Secretariat in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 46.17 All tenders received after the deadline for submission specified in the Summary Procurement Notice and/or the Instructions to Tenderers will be kept by the CARICOM Secretariat. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.
- 46.18 The Committee Chairperson or alternate will complete a Tender Administrative grid (Annex D2), to record the administrative compliance of each tender. Tenders not satisfying the requirement of the Administrative checklist shall be disqualified. Examination of the administrative conformity of tenders.
- 46.19 The aim at this stage is to check that tenders comply with the essential requirements of the tender document. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender document without substantial departure from or attaching restrictions to them.
- 46.20 Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender document limiting

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the rights of the CARICOM Secretariat or the tenderer's obligations under the contract, or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation report.

- 46.21 If a tender does not comply with the tender document, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### **Technical Evaluation**

- 46.22 Tenders deemed to administratively compliant will be evaluated for compliance to the technical specifications using the technical evaluation grid included in the tender document, classifying it as technically compliant or non-compliant. Tenders satisfying the technical specifications shall be ranked based on price.
- 46.23 Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.
- 46.24 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

### **Financial Evaluation**

- 46.25 Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
  - (ii) except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- 46.26 Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

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46.27 In selecting the most appropriate supplier, Secretariat personnel involved in the process will ensure at all times that:

- (i) The comparative analysis form showing the various prices is completed;
- (ii) The supplier with the most competitive quote is chosen to provide the goods or services taking the following factors into consideration:
  - Financial implications including: price, terms of payment, transport cost, installation requirements, servicing and maintenance costs;
  - Quality, including specifications, reputation of proposed product or service, demonstrations/samples and experience of other users;
  - Standards of Service, including after sales service, replacement parts, past performance, reliability.

46.28 The Committee will submit a report (Annex C17) with recommendations for the award of the tender to the Deputy Secretary-General or Secretary-General for approval.

### **Signature of the Contract and Performance Guarantee**

- 47 All tenderers shall be informed in writing (using the applicable notification letter) of the award decision. At the end of the standstill period and signing of the contract, the successful tenderer will be invited to discuss the implementation arrangements with the relevant Directorate/Programme, which will be facilitated by the Programme Manager Administration Services.
- 48 Before the CARICOM Secretariat signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it is not in any of the exclusion situations listed in clauses 17 and 18. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.
- 49 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria specified in the supply contract notice. These proof documents are detailed below:

**Proof of economic and financial capacity may be provided by one or more of the following documents:**

- appropriate statements from banks;
- evidence of professional risk indemnity insurance;

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- presentation of balance sheets or extracts from balance sheets for at most the last three years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- a statement of overall turnover and turnover for works, supplies or services covered by a contract during a period of no more than the last three financial years

**Proof of the technical and professional capacity of the candidate/tenderer may be provided by one or more of the following documents:**

- the educational and professional qualifications of the service provider or contractor;
- a list of the principal services provided or supplies delivered in the past three years, with the sums, dates and recipients, public or private. Evidence of successful implementation must take the form of certificates issued or countersigned by the entity or beneficiary who ordered or purchased the execution of the service or supply;

Candidates/tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract or proof of final payment for services or final acceptance for supplies). In case of projects still on- going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

If a candidate/tenderer has implemented the project in a consortium, the percentage that the candidate/tenderer has completed must be clear from the documentary evidence, together with a description of the nature of the services, supplies or works provided if the selection criteria relating to the pertinence of the experience have been used.

Where the services or products to be supplied are complex or, exceptionally, are required for a special purpose, evidence of technical and professional capacity may be secured by means of a check carried out by the CARICOM Secretariat or on its behalf by a competent official body of the country in which the service provider or supplier is established, subject to that body's agreement. Such checks will concern the supplier's technical capacity and production capacity and, if necessary, its study and research facilities and quality control measures.

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If the candidate/tenderer is unable to provide the evidence requested for some exceptional reason which the CARICOM Secretariat finds to be justified, it may prove its capacity by any other means which the CARICOM Secretariat considers appropriate

If the tenderer submits a self-declaration/statement as documentary proof, the CARICOM Secretariat reserves the right to ask for further documentary evidence.

- 50 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the CARICOM Secretariat may award the tender to the next lowest tenderer or cancel the tender procedure.
- 51 The CARICOM Secretariat reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 52 Within 30 days of receipt of the contract signed by the CARICOM Secretariat, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the CARICOM Secretariat. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 53 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the CARICOM Secretariat may consider the acceptance of the tender to be cancelled without prejudice to the CARICOM Secretariat's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the CARICOM Secretariat.
- 54 The performance guarantee should be between 5 and 10 % of the contract sum and must be presented in the form specified in annex C11. It will be released within 45 days of the issue of the final acceptance certificate by the CARICOM Secretariat, except for the proportion assigned to after-sales service. On the basis of objective criteria such as the type and value of the contract, the CARICOM Secretariat may decide not to require such a guarantee.

### **Standstill period**

- 54A. A standstill period shall apply to all procurement procedures that relate to open competitive tendering only, save and except, in the following circumstances:
- (a) where only one bid or proposal was submitted;
  - (b) in the first stage of a two stage tendering process;
  - (c) in the technical evaluation of a two envelope system;
  - (d) when undertaking a prequalification exercise; or



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(e) where the Secretariat determines that urgent public interest considerations require the procurement to proceed without a standstill period.

54B Notwithstanding section 54A, a standstill period may be applied to a restricted tendering procedure.

54C The decision of the Secretariat made under Section 54A (e) that urgent public interest considerations exist and the reasons for the decision shall be adequately justified and included in the record of the procurement proceedings

54D The standstill period shall be prescribed in the tender documents, and in all circumstances be no more than 12 calendar days when using electronic means or 17 calendar days when using other means, starting from the day following the date on which the notification to tenderers was sent. In any circumstance, where the expiration of the standstill period falls on a weekend or public holiday, the relevant day shall be the next working day.

54E Irrespective of the type of procurement procedure used, the CARICOM Secretariat shall inform applicants and tenderers of the outcome of a tender process as soon as reasonably practicable, including the basis for any decision not to award a contract, and where applicable, the right of any tenderer to file a complaint within the standstill period.

54F The contract with the successful tenderer can only be signed after the expiry of a standstill period, or where there is a complaint during the standstill period, following the final determination of the complaint by the Procurement Review Panel.

### **Publicizing the Award of the Contract**

55. Once the contract has been signed, if the value of the contract is above the open tendering threshold (> EC 200,000), a contract award notice (Annex C20) will be prepared and published on the CARICOM Secretariat's website, within one (1) week of the execution of the contract. This requirement may be waived-
- (a) if the disclosure of the contract is contrary to the essential security interest of the CARICOM Secretariat's security;
  - (b) if the contract was declared secret;
  - (c) where the contract must be accompanied by special security measures;
  - (d) where the protection of the essential interests of the CARICOM Secretariat so requires; or
  - (e) when the protection of the security and confidentiality reasons such as the publication threatening the rights and freedoms of an individual.
56. If the Tenders Committee determines that the Tender should be cancelled, the requisite report will be prepared and submitted to the Deputy Secretary-General through the Director Corporate Services for approval to cancel.

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57. Tenderers shall be notified in writing if the tender procedure has been cancelled, at any stage of the process.

#### **Direct Award (Single Sourcing)**

58. There may be instances in which a competitive process cannot be used as a means of identifying the most appropriate supplier. In these instances, the Programme Manager, Administrative Services will, with the concurrence of the Director Corporate Services, seek the approval of the Deputy Secretary-General or Secretary-General for Direct Award, providing written justification for the proposal. These instances may arise where the following occurs:
- 58.1 An existing contract for goods or related services, awarded in accordance with procedures acceptable to CCS, needs to be extended for additional goods or services of a similar nature. CCS shall be satisfied that no advantage could be obtained by further competition and that the prices on the extended contract are reasonable. Provisions for such an extension, if considered likely in advance shall be included in the original contract.
  - 58.2 There is need to acquire equipment or spare parts that will be compatible with existing equipment and the advantages of another make or source of equipment shall have been considered and rejected.
  - 58.3 The required equipment or related service is proprietary and obtainable only from one source.
  - 58.4 In exceptional cases, such as in response to a major emergency or natural disaster.
  - 58.5 Where a new contract has to be negotiated after early termination of a contract.

#### **Purchases from Petty Cash**

59. Petty Cash is a predetermined amount of money kept at designated locations of the CARICOM Secretariat to meet urgent, unplanned small and non-recurrent payments and reimbursements up to a value of EC\$75.00 or its equivalent.
60. The following procedures apply to purchases from Petty Cash:
- 60.1 All payments made from petty cash must be approved at the level of Programme Manager or above.
  - 60.2 Requests for funds to purchase goods or services should be made to the Petty Cash custodian by Petty Cash Voucher.

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- 60.3 The petty cash custodian ensures that the petty cash voucher is properly completed with the following information:
- (i) Name of the programme area and payee
  - (ii) Petty cash voucher number
  - (iii) Date of request
  - (iv) Purpose of request for cash
  - (v) Amount of payment or advance amount required
  - (vi) Account/activity allocation
  - (vii) Approval by the Programme Manager or other authorised officer.
- 60.4 Should the amount advanced be the exact cost of the item it must be recorded as the total cash. If the cost of an item is unknown, an approximate amount of cash is advanced and is noted in the particulars column of the petty cash voucher.
- 60.5 The recipient of the cash then signs the petty cash voucher and the money is handed over.
- 60.6 On receipt of the original invoice/receipt, the voucher should be authorised by the relevant Programme Manager or Director and then submitted to the petty cash custodian, along with any related cash change.
- 60.7 On presentation of the original bill and the relevant cash change by the receiving personnel, the petty cash custodian shall check the calculation, account for the advance, complete the relevant voucher and stamp "PAID" and date, to signify completion of the transaction.
- 60.8 Details of petty cash disbursements are entered on the summary of petty cash vouchers for reimbursement.
61. A status report should be conducted weekly on all the cash on hand in the Petty Cash float and all the vouchers issued. This must sum up to the total authorised petty cash float. This report must be checked and initialled by the supervisor in charge of the petty cash custodian.
62. Periodic unannounced spot checks of petty cash will be carried out by the Internal Oversight Officer.
63. Replenishment of the Petty Cash float will be made in keeping with the procedures set out in the Accounting Manual.

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### **Suppliers**

64. Material and equipment will be purchased from suppliers in any of the Member States or Associated Member States of CARICOM and from international suppliers.
65. Where the item to be procured can be reliably supplied within the Region, the preference will be to use regional sources of supply. The order of preference for supply source will be:
  - 65.1 Supplier in the country where the produce is to be used;
  - 65.2 Supplier from another country within the Region;
  - 65.3 Supplier from other countries approved by the Secretariat.
66. Reliability of supply source will be indexed by the supplier's reputation. This will be informed by the CARICOM Secretariat's experience, Government sources of information, Trade Publications or Associations where they exist and, where appropriate, customer references.
67. The CARICOM Secretariat will develop a list of credible suppliers which will make up the Vendors' Database with whom it will conduct business. (Additions and deletions to this list will be made from time-to-time). Performance criteria shall include:
  - 67.1 On-time delivery of correct goods;
  - 67.2 Pricing;
  - 67.3 Quality of goods supplied;
  - 67.4 Level of services provided;
  - 67.5 Reliability.
68. Before a supplier is listed, the Programme Manager Administrative Services will obtain information on each prospective supplier and the goods/services, which can be supplied. This information will be provided by a small sub-committee comprising two Procurement Officers and one staff member from an appropriate Programme area. This committee will compile the relevant list of new, potential suppliers, together with relevant information (a formal profile) and meet once quarterly to review the information and make a recommendation to the Programme Manager for approval. Where necessary, technical advice will be sought from appropriate programme areas of the CARICOM Secretariat on whether the suppliers have the necessary capabilities to perform successfully. Deletions from the Database will follow the same process.
69. Where the need arises for goods and services which can only be obtained from a supplier or contractor that is not on the approved list of suppliers, the Procurement Officer shall request in writing, the approval of the Programme Manager Administrative Services to include the supplier/contractor on the list of suppliers. The appropriate process for adding suppliers to the database should then be followed.

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### **Purchasing**

70. All purchases from Petty Cash shall be made using duly authorised Petty Cash vouchers;
71. All purchases above EC\$75.00 will be made on the basis of a Purchase Order that is approved in accordance with the procedures set out below.
72. Blanket orders or fixed price contracts shall be used for repetitive purchases in order to minimise paper work. These should be reviewed annually.
73. The following documents shall be used in the purchasing process:
  - 73.1 Internal Requisition;
  - 73.2 Material/Service Requisition (MSR);
  - 73.3 Purchase Order;
  - 73.4 Contract.

### **Internal Requisition**

74. Programmes Managers or other persons designated in each Programme Area or Office of the Secretariat are responsible for preparing the Internal Requisition form and submitting it to the Procurement sub-programme. The Internal Requisition form will clearly define the stock code (for inventory items), description, specifications and quantity of the good or service which is required.
75. In the case of Capital items not identified in the approved capital budget, the Internal Requisition will be accompanied by a Memorandum of Justification (MOJ) endorsed by the appropriate ASG or Director.
76. Where the item requested is unavailable in the Stores, the Procurement sub-programme will prepare a Material/Service Requisitions form.

### **Material/Service Requisition [MSR]**

77. An MSR is a pre-numbered three-part document, which is initiated by the Programme Manager, Administrative Services or delegate to initiate the procurement process.
78. The MSR will provide all information needed to specify the goods and services required and will be prepared on the basis of the requirements defined in the Internal Requisition form. The MSR will also contain estimated cost, account number against which the expenditure is to be charged and information on whether the expenditure is budgeted or not, and if budgeted the balance in the budget line.

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79. The requisitioning Programme may recommend a supplier or suppliers when this becomes necessary because of the technical nature of the requirement. When the requisitioning Programme recommends a supplier, the reason for said recommendation must be stated on the MSR. Ultimate selection of supplier is the responsibility of the Administrative Services Sub-Programme.
80. The responsibility for authorisation of the MSR is vested in the Programme Manager, Administrative Services who is responsible for ensuring that:
- 80.1 The items requested are not available in the Stores at the Secretariat
  - 80.2 Funds are available within the budget of the relevant Programme and the Secretariat's cash budget to purchase the item;
  - 80.3 Purchasing of the item is in keeping with the Procurement Plan
  - 80.4 Approval is obtained in writing from the Deputy Secretary-General if the item(s) required is (are) not budgeted for or the amount will exceed the budget;
  - 80.5 The correct specification or description of the item(s) required is included;
  - 80.6 The yellow copy (or book copy) is returned to the relevant Programme;
  - 80.7 The second copy (pink) of the requisition remains in the ASU.
  - 80.8 The original (white) copy is forwarded to the Finance Sub-Programme.
  - 80.9 The MSR is recorded in the Purchase Log
  - 80.10 The selection of the supplier is initiated.
81. Certification of availability of funds will be the responsibility of the Programme Manager, Finance or delegate.

### **Purchase Order**

- 82 A Purchase Order is a legal document that, when completed, commits the Secretariat to a purchase transaction as specified therein. The Purchase Order form is pre-numbered and incorporates appropriate terms and conditions governing the transactions. All Purchase Orders shall be issued in response to approved MSRs.
83. The Programme Manager Administrative Services is responsible for ensuring that the Purchase Order is made out in quadruplicate with the following information:
- 83.1 Date the order was placed
  - 83.2 Supplier's name and address
  - 83.3 Details of goods/services being ordered
  - 83.4 Price of goods/services as per quotation
  - 83.5 Requisitioning Programme and MSR number
  - 83.6 Account/activity to be charged
  - 83.7 Delivery instructions including proposed date
  - 83.8 Period of validity
  - 83.9 Terms of purchase.

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84. Prior to issue to selected suppliers, Purchase Orders shall be signed by the Programme Manager, Administrative Services for amounts up to EC\$27,000. 00 and the Director, Corporate Services or delegate for amounts in excess of EC\$27,000.00, after which it is returned to the ASU for distribution as follows:

- |      |                     |   |                                   |
|------|---------------------|---|-----------------------------------|
| 84.1 | Original (white)    | - | Supplier                          |
| 84.2 | First copy (yellow) | - | Finance Programme                 |
| 84.3 | Second copy (green) | - | Ordering/requisitioning programme |
| 84.4 | Third copy (blue)   | - | Retained by ASU                   |

85. The Programme Manager Administrative Services is also responsible to ensure that

- 85.1 Approved Purchase Orders are recorded against the relevant MSR in the Purchase Log.
- 85.2 All Purchase Orders, MSRs and bid documents for each purchase shall be kept on file for audit purposes for a period of seven (7) years.

### **Cancellation of Purchase Order**

86. A Purchase Order may be cancelled if the item ordered is not supplied within the time frame specified on the Purchase Order or within a reasonable period of time thereafter, or if the supplier fails to meet the specifications of the order shall be considered cancelled. The word “cancelled” should be written or stamped conspicuously across the face of all copies of the relevant document together with the date of cancellation and the signature of the person cancelling the order. All copies must be bound together and filed in the Purchase Order file.

87. If orders are to be cancelled, the Programme Manager Administrative Services shall notify suppliers promptly in writing specifying the reason for cancellation of the order. A copy of the letter must be attached to relevant copies of the cancelled Purchase Order in the Purchase Order file and in the relevant Supplier file.

88. When the requisitioning Programme decides to cancel a Purchase Order that has been delivered to a supplier, communication of that decision must be given in writing to the Programme Manager Administrative Services who will issue a cancellation order in the form of a letter addressed to the supplier, giving reasons for the cancellation and requesting return of the original Purchase Order. Copies of cancelled Purchase Order and letter shall be filed as above.

### **Terms and Conditions of Purchasing Agreements**

89. The maximum deviation between the Purchase Order price and the invoice price shall be fifteen percent (15%) of the price on the Purchase Order.

90. Variations that exceed that value shall require approval of the Deputy Secretary-General or Secretary-General.

91. The payment terms for all purchases shall normally be net thirty (30) days after delivery.

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### **Supply Contract**

92. In those circumstances where this is relevant (e.g. highly technical equipment, long term contracts), upon the approval of the recommended supplier, the Programme Manager Administrative Services will liaise with the Legal Division to prepare a Contract on behalf of the Secretariat. Among other things, the contract may require the provision of;
- 92.1 A Performance Bond or Letter of Guarantee to protect the Secretariat against any errors in goods supplied.
  - 92.2 A Bank Guarantee to cover the advance of twenty per cent (20%) of contract price, if the contract provides for an advance payment to the supplier, and to ensure its recovery by the Secretariat.
93. A copy of the Contract will be sent to the selected supplier for review and agreement. The covering letter will identify any corrections or changes made to the Proforma Agreement, which were not previously discussed and/or communicated in writing.
94. Once agreed, the Deputy Secretary-General or the Secretary-General will sign four (4) copies of the Contract. The supplier will also sign all copies and return them to the Programme Manager Administrative Services who will verify them as unaltered and exact copies.
95. The original copies of the Agreement will be distributed as follows:
- 95.1 one to the Legal Division for safe-keeping
  - 95.2 one to Finance
  - 95.3 one to the Supplier
  - 95.4 one to be retained with the file in ASU
96. A copy of the Agreement will be provided to the relevant Programme Manager of the requisitioning programme.
97. Once the contract has been signed, any expansion in the scope of work must be authorised by the Deputy Secretary-General or Secretary-General and shall be agreed by both parties. A contract may be renewed a maximum of three times before a new procurement process must be undertaken.



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### **Supplier Payments**

#### **Advance Payment**

98. In the case of large contracts, the supplier may request the payment of an advance. Advance payments shall require approval of the Deputy Secretary-General or the Secretary-General and should not normally exceed 20% of the cost of the goods or service.
99. Advances may be made for the purchase of materials and must be accounted for in the final payment.
100. The Programme Manager Administrative Services will keep a record of the advance granted and will make the necessary adjustments to subsequent claims for payment submitted by the supplier, to ensure the recovery of the advance. Upon total recovery of the advance, the supplier may request, and the Secretariat shall release to the Supplier, the Bank Guarantee, if previously supplied.

#### **Progress Payments**

101. On relatively long contracts, particularly with training and maintenance components, the supplier may request periodic or monthly payments. If provision has been made for such in the terms of the Contract, the supplier will submit progress invoices detailing exactly what was delivered to date and the cost.
102. The Programme Manager Administrative Services will ensure that all necessary verifications of supplies delivered, training completed, maintenance performed and billed for, have been carried out by the responsible member of the study/project team before she/he issues the recommendation for payment of the claim to the Finance Programme. The Programme Manager Administrative Services will also review these progress payments against the total sum, quantities, services and timing of the Contract to ensure proper management of the output results as a whole against accumulated payments to date. The Programme Manager Administrative Services will prepare and sign a "Recommendation for Payment" form, setting out the amount recommended for payment at each period. This will be issued to the Finance Programme to process the payment and update the Budget codes and other financial records.
103. The Programme Manager Administrative Services or delegate will also maintain a running total of such payments to manage the cost of the contract. This total will be checked against the Finance Programme's records each month-end for accuracy. The Programme Manager Administrative Services will be required to certify the deliverables against payment, as appropriate.
104. On satisfactory completion of the Contract, the Programme Manager Administrative Services will issue the final "Recommendation for Payment" to the supplier for review and concurrence, as appropriate.

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### **Final Statement of Account**

105. In keeping with the terms of the Supply Contract, the supplier will submit to the Programme Manager Administrative Services a draft final statement of account with supporting documents showing in detail the value of the supplies provided in accordance with the Contract, together with all further sums which the supplier considers to be due to her/him under the Contract in order to enable the Programme Manager Finance to prepare the final statement of account.
106. Within 15 days after receipt of this draft final statement of account and of all information reasonably required for its verification, the Programme Manager Administrative Services will prepare and sign the final statement of account, which determines:
  - 106.1 the amount which is finally due under the Contract; and
  - 106.2 after establishing the amounts previously paid by the Secretariat and all sums entitled under the Contract, the balance, if any, due from the Secretariat to the supplier, or from the supplier to the Secretariat.
107. The Programme Manager Administrative Services will agree this statement with the supplier. The supplier will sign the final statement of account as an acknowledgement of the full and final value of the supplies provided under the Contract and return it to the Programme Manager Administrative Services. Programme Manager Administrative Services will submit the statement to the Secretariat's Accounting Section for payment within fifteen (15) working days of receipt of the approved statement, and processing of accounting entries to the ledgers.
108. However, should the final statement of account be in dispute, the Programme Manager Administrative Services will first resolve the dispute according to the terms set out in the contract prior to final settlement of account.

### **Procurement of Highly Technical Material, Equipment and Services**

109. Where the material/equipment and services to be procured are highly technical and must meet defined specifications and/or require special handling and shipping arrangements or expertise for installation, training, maintenance and related services, the following must be considered:
  - 109.1 The technical specifications in relation to the desired output results of the study/project and the Secretariat's overall Procurement Plan;
  - 109.2 The technical competence of the supplier/distributor in interpreting and providing goods with the required specifications;
  - 109.3 The technical capability of the supplier to competently handle the order;

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- 109.4 The experience of the supplier in dealing with similar orders;
  - 109.5 The financial capability of the supplier;
  - 109.6 The ability of the supplier to deliver within agreed time frames;
  - 109.7 The reputation of the supplier for after-sales service.
110. Where supply within the region is precluded on any of the above considerations, procurement will be undertaken internationally.

### **Delivery and Acceptance of Goods**

- 111. The supplier will deliver the supplies in accordance with the terms specified in the Contract and the supplies shall remain at the risk of the supplier until provisionally accepted by the Secretariat.
- 112. The supplier will provide such packaging of the supplies as is required to prevent their damage or deterioration in transit to their final destination as indicated in the Contract.
- 113. The packaging will be sufficient to withstand, without limitation, rough handling; exposure to extreme temperatures; salt and precipitation during transit and open storage. Package size and weights will take into consideration, where appropriate, the remoteness of the final destination of the supplies and the possible absence of heavy handling facilities at all points in transit.
- 114. The packaging, marking and documentation within and outside the packages will comply with such special requirements as will be expressly provided for in the Contract, subject to any variation subsequently ordered by the Programme Manager Administrative Services or delegate.
- 115. Each delivery must be accompanied by a statement detailing:
  - 115.1 The date of delivery;
  - 115.2 The reference number of the Contract;
  - 115.3 The identification of the supplier;
  - 115.4 Particulars of the goods supplied and, where appropriate, details of how they were divided for packing;
  - 115.5 Particulars of the shipping agent, and arrangements and the estimated arrival date of the vessel.

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116. Each package must be clearly marked with its order number as shown on the statement and contain a list of its contents.
117. All materials and goods supplied under the Contract will be fully insured by the supplier with the Secretariat as beneficiary, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions.
118. When goods are delivered, the person receiving the goods establishes that the goods agree with the Purchase Order and packing list, which accompanies goods, as regards quantity, quality and/or other specification.
119. The person receiving the goods or service will sign the delivery note/invoice as having received the supplies in good condition and that the quantities billed were received (any discrepancies are noted in the document) and will complete the Goods/Services Received Summary Form in triplicate.
120. All copies of the Goods/Services Received Summary Form are forwarded to the Programme Manager Administrative Services. Procurement sub-programme will check to confirm that the items received were those ordered at the price arranged and that the specifications are correct and will record the number and date of the Goods/Services Received Summary against the relevant Purchase Order in the Purchase Log. The documents will be stamped and initialed by the Programme Manager Administrative Services or delegate as having been recorded.
121. Procurement sub-programme will forward copies of the Goods/Services Received Summary Form to the Finance Programme along with the delivery note/invoice, and the requisitioning/receiving Programme. The Finance Programme will update the Asset Register a necessary in keeping with the requirements laid out in the Financial Rules and Accounting Manual.
122. The Programme Manager Procurement is responsible for follows up on any inconsistencies with the Manager of the receiving Programme and for taking necessary action to resolve issues.

### **Foreign purchases**

123. In the case of foreign purchases, suppliers will, by way of a proforma invoice and air/sea waybill (sent via facsimile), notify Procurement sub-programme when goods are shipped and the expected arrival date of shipment. Procurement sub-programme will advise the requisitioning Programme of the expected arrival date and will prepare an MSR and Purchase Order for customs brokerage services. The Procurement sub-programme will forward a copy of the air/sea waybill to the selected customs broker along with the relevant PurchaseOrder.

### **Partial deliveries**

124. Partial deliveries may be based on contracts/agreements for goods/services which are delivered/rendered over a period of time e.g. equipment rental.

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125. The person receiving such goods or services completes a Goods/Services Received Summary Form showing the following: the supplier, the requisitioning Programme, the Purchase Order/contract number, date, delivery note/invoice numbers and detailed description of the goods/services received and forwards it to the Programme Manager Administrative Services for processing.
126. The Procurement sub-programme is responsible for monitoring the process to ensure complete delivery is obtained as ordered.

### **Quality of Supplies**

127. The supplies must in all respect satisfy the technical specifications laid down by the Contract and conform in all respects with the drawings, surveys, models, samples, patterns and other requirements in the Contract.
128. Goods must be replaced immediately by the supplier if examination reveals defects or faults. The supplier will be given the opportunity to repair and make good materials and items, which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Programme Manager Administrative Services and the requisitioning Programme Manager.

### **Inspection and Testing**

129. The supplier will ensure that the supplies are delivered to the place of acceptance in time to allow the Programme Manager Administrative Services or delegate to proceed with acceptance of the supplies.
130. The Programme Manager Administrative Services, the requisitioning Programme Manager or their respective delegates will be entitled to inspect, examine, measure and test the components, materials and workmanship and check the progress of preparation, fabrication or manufacture for delivery under the Contract in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This will take place at the place of manufacture, fabrication or preparation, or the place of acceptance, or at such other places as may be specified in the Contract.
131. For the purposes of such tests and inspections, the supplier shall:
  - 131.1 provide to the CARICOM Secretariat temporarily and free of charge, such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
  - 131.2 agree with the Programme Manager Administrative Services or delegate on the time and place for tests;

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- 131.3 provide access for the Programme Manager Administrative Services or delegate at all reasonable times to the place where the test is to be carried out.
132. If the Programme Manager Administrative Services or delegate is not present on the date agreed for tests, the supplier may, unless otherwise instructed by the Programme Manager Administrative Services, proceed with the tests. The supplier will forthwith forward duly certified copies of the test results to the Programme Manager Administrative Services, who will, if she/he has not attended the test, be bound by the test results.
133. If the Programme Manager Administrative Services and the supplier disagree on the test results, each will give a statement of their views to the other within fifteen (15) days after such disagreement arises. The Programme Manager Administrative Services or the supplier may require such tests to be repeated on the same terms and conditions or, if either party so requests, by an expert to be selected by common consent. The results of the re-testing will be conclusive. The cost of re-testing will be borne by the party whose views are proved wrong by re-testing.

### **Verification Operations**

134. The supplies will not be accepted until the prescribed verifications and tests have been carried out at the expense of the supplier and the results accepted.

### **Warranty Obligations**

135. The supplier will warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the Contract. The supplier will further warrant that all supplies will have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission of the Secretariat that may develop under use of the supplies in the conditions obtaining in the state of the beneficiary.
136. This warranty will remain valid for a mutually agreed period after the supplies have been delivered and commissioned at the final destination indicated in the Contract.
137. The supplier will be responsible for making good any defect in or damage to any part of the supplies which may appear or occur during the Warranty Period, and which arise either:
- 137.1 from the use of defective materials, faulty workmanship or design of the supplier; or
  - 137.2 from any act or omission of the supplier during the Warranty Period; or
  - 137.3 in the course of an inspection made by, or on behalf of, the Secretariat.

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### **After Sales Service**

138. After sales service, if required by the Contract, will be provided in accordance with the details stipulated in the Contract. The supplier will undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Contract will specify the particular after sales service required and will include providing and installing spare parts that the Secretariat may elect to purchase from the supplier, provided that this election will not relieve the supplier of any warranty obligations under the Contract.

## **INVENTORY MANAGEMENT**

### **Stock Replenishment**

139. The Stores Clerk will be responsible for establishing reorder levels for each inventory item and for performing periodic checks on physical balances.
140. The Stores Clerk will submit to the Administrative Assistant Procurement, by the end of November each year, the proposed re-order quantities of each stock item for review, which is to commence the reorder cycle for the first half-year replenishment of stock.
141. After the re-order quantities have been approved, the Stores Clerk will prepare and submit to the Administrative Assistant-Procurement, the Stores Requisitions (Purchase Requisitions).
142. This process will be repeated starting at the end of May each year to commence the reorder cycle for the second half-year replenishment of stock.

### **Issuing of Goods**

143. Duly approved Internal Requisitions (IRs) for Inventory Items will be given to the Stores Clerk for issues in a manner that facilitates the first in first out principle.
144. After issue, the Stores Clerk will update the respective stock card. The new balance will be indicated on the stock card and the unit and total cost for each item issued will be stated on the IR.

### **Stock Count**

145. The Stores Clerk is responsible for conducting quarterly stock counts of fast moving items, which must be reviewed and approved by the Administrative Assistant Procurement. Internal Auditors should be invited to witness the stock take/count during the second quarter.

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- 146. A year end stock count of all stock items should be conducted and the external auditors should be invited to witness.
- 147. Discrepancies between stock card and physical stock must be recorded and followed up. Corrections should be approved by Administrative Assistant Procurement.

### **Disposal of Inventory Items**

- 148. Obsolete, expired, redundant and damaged inventory must be identified and removed from the stores inventory on an annual basis or as often as is necessary.
- 149. A write-off memo giving reason for disposal must be completed and submitted by the Administrative Assistant Procurement to the Programme Manager, Administrative Services, for approval.

### **Authorities and Responsibilities**

- 150. The responsibility for providing inputs on materials and equipment which would inform the development of the over-all Procurement Plan – All Programme Managers.
- 151. To identify and document material and equipment needs during the project planning phase of the study/project (or routine purchases at the CARICOM Secretariat) - the requisitioning Programme Manager.
- 152. To ensure compatibility of product type, quality and cross-functional usage - The requisitioning Programme Manager in collaboration with the Programme Manager Administrative Services or, in the case of highly technical equipment, in collaboration with the Programme Manager Integrated Information Systems or other relevant and technically competent officer.
- 153. To make a request for Procurement using an Internal Requisition form - the requisitioning Programme Manager or delegate.
- 154. To certify the availability of funds thereby indicating that the study/project budget is adequate to meet the financial needs of the Purchase Order - the Programme Manager, Finance or delegate.
- 155. To initiate an MSR - The Programme Manager Administrative Services or delegate.
- 156. To initiate a Purchase Order - The Programme Manager Administrative Services or delegate.
- 157. To ensure that the budget line item is charged in accordance with the established budget line coding of the CARICOM Secretariat - the Programme Manager, Finance or delegate.
- 158. To approve the Purchase Order (PO) - the Director, Corporate Services or delegate and the Programme Manager, Administrative Services.



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159. To forward the P.O. (original and duplicate copy) to the supplier in order to procure the material/equipment - the Programme Manager Administrative Services or delegate.
160. All contracts will be signed by the Secretary General or Deputy Secretary-General.
161. To recommend for payment – the Programme Manager Administrative Services or delegate.
162. In cases of Direct Award (Single Sourcing) to select the supplier and provide adequate justification for the selection - the Programme Manager Administrative Services in collaboration with the requisitioning Programme Manager.
163. In cases of Restricted Tendering, the Tenders Committee will make a recommendation on Supplier to the Deputy Secretary-General, through the Director Corporate Services.
164. In cases of Open Tendering, the Tenders Committee will make a recommendation on Supplier to the Deputy Secretary-General, through the Director Corporate Services.
165. To prepare the invitation to tender - the Programme Manager Administrative Services or delegate in collaboration with the requisitioning Programme Manager.
166. To prepare the Tender Committee Report detailing the selection and evaluation process and deliberations – Tender Committee Chairperson.
167. To advise the successful supplier within seven (7) working days of the approval and to enter into a Contract with the supplier - the Programme Manager Administrative Services.
168. To prepare the contract – Legal Division.
169. To approve an advance on the contract sum – the Deputy Secretary-General.
170. To approve a variation the scope of work in the Contract – the Secretary-General or Deputy Secretary-General.
171. In the absence of the Deputy Secretary-General, the Secretary-General will identify the designate who will have the authority and responsibility of this functionary in the execution of the Procurement process.

# CARIBBEAN COMMUNITY SECRETARIAT

## Guidelines and Procedures Manual

### Appendix I: General Information on Broad Control Objectives

OBJECTIVES	CONTROL CONSIDERATIONS	RISK CONSIDERATION
<ol style="list-style-type: none"> <li>1. Requisitioning: all requests for goods and services are initialed and approved by authorized individuals.</li> <li>2. Purchasing: all Purchase Orders are based on valid, approved quotes and are properly executed as to price, quantity, quality and vendor.</li> <li>3. Receiving: all materials and services received with the original Purchase Orders.</li> <li>4. Invoice Processing: all invoices processed for payment represent goods and services received and are accurate as to terms, quantities, prices and extensions, account distributions are accurate and agree with established account classifications.</li> <li>5. Disbursements: all cheques are prepared on the basis of adequate and approved documentation compared with supporting data and properly approved, signed and mailed.</li> <li>6. Accounting: all invoices and disbursements are promptly and accurately recorded as to payee and amount. All entries to accounts payable asset and expense accounts and cash disbursement accounts, are properly accumulated, classified and summarized in the accounts.</li> </ol>	<ol style="list-style-type: none"> <li>1. Purchase Orders are based on approved requests.</li> <li>2. Purchase Orders are properly executed as to price, quantity, quality and vendor.</li> <li>3. Purchase Orders are reviewed and properly approved.</li> <li>4. Materials received and agreed to Purchase Orders.</li> <li>5. Finance Programme directly receives invoices and copies of Purchase Orders and goods received notes.</li> <li>6. Invoice quantities, prices and terms are agreed to Purchase Orders.</li> <li>7. Invoice amounts are coded to proper asset and expense accounts.</li> <li>8. Summary totals are properly developed and posted in general ledger.</li> <li>9. Batching procedures are used to ensure all documents forwarded to data processing are properly key transcribed, edited, processed and returned to the originating department.</li> </ol>	<ol style="list-style-type: none"> <li>1. Purchase from unauthorized vendors.</li> <li>2. Purchase are not timely.</li> <li>3. Purchases are in violation of conflicts of interest/ business practice policies.</li> <li>4. Payment in excess of optimum price.</li> <li>5. Quantities not adequate or in excess of need.</li> <li>6. Quality of goods purchased or services received is sub-standard.</li> <li>7. Damaged or missing goods not reported.</li> <li>8. Payment for goods and services not received.</li> <li>9. Payment based on improper price or terms.</li> <li>10. Accounts improperly reflect transactions.</li> <li>11. Incorrect or duplicate payments.</li> <li>12. Alteration of cheques.</li> <li>13. Improper cash and accounts payable general ledger balances.</li> <li>14. Misleading financial statements.</li> <li>15. Misleading internal financial reports.</li> <li>16. Imperative Budgetary controls.</li> </ol>

# **CARIBBEAN COMMUNITY SECRETARIAT**

## **Guidelines and Procedures Manual**

## **MODULE FOUR**

# **OFFICIAL TRAVEL**

## **DEFINITIONS**

1. **Officials** – CARICOM Secretariat staff, consultants, experts, interviewees, delegates, interns, appointees, family of appointees, repatriates, family of repatriates;
2. **Official travel** – all Secretariat travel to include but not limited to meetings, activities, working groups, workshops;
3. **Coordinator** – CARICOM Secretariat staff member who is tasked with arranging official travel on behalf of his/her Programme for himself/herself or other staff member(s) and non-staff officials;
4. **Coordinating Programme area** - refers to the Programme arranging travel for Officials;
5. **Segment** – leg of travel itinerary;
6. **Traveller** – Official on travel duty.

## **1. SCOPE**

The policy and procedures contained in this module shall apply to official travel undertaken by all staff of the CARICOM Secretariat and other officials, whether funded by the Secretariat's operational budget, International Development Partners (IDPs) or other agencies. Exceptions may apply owing to more restrictive policies for travel funded by IDPs or other agencies.

## **2. OVERVIEW**

Staff members are required to travel from time to time in the conduct of the official business of the Community, in keeping with their conditions of service with the Secretariat. The Secretariat will seek to ensure that staff members and other officials travelling on official business are provided with the administrative and financial support necessary to facilitate the smooth conduct of such business.

## **3. TRAVEL UNIT**

The Travel Unit (TU) is the authority established within the Procurement Sub-Programme to provide travel related services for the official business of the Secretariat. All arrangements for the procurement of airline tickets and hotel accommodation to be funded by either the Secretariat operational budget or IDPs must be done via the TU.

The services of the Travel Unit include:

1. Procurement of airline tickets;
2. Accommodation arrangements for staff and other officials travelling on approved Secretariat business;
3. Provision of information in relation to the visa application process for staff;
4. Information on entry requirements and travel restrictions for countries;
5. Journey planning;
6. Quotations for airfare and accommodation for budgetary purposes;
7. Facilitation of airport transportation (Guyana) in collaboration with Administrative Support Services.

The TU shall collaborate with other Programme/Sub-Programme areas namely Administrative Support Services, Finance and Human Resource Management (HRM) in ensuring that the appropriate and the most cost-effective arrangements are made to ensure value for money. This is in keeping with the overall goal of Procurement to ensure that all goods and services are procured using procedures that ensure timeliness, transparency, fair competition and efficiency.

## **4. ADVANCE PLANNING**

### **4.1 Financial Planning**

Official Travel must be planned in keeping with the requirements of the Approved Work Programme and the budget allocated to the individual programmes of the Secretariat.

Directorates/Programmes shall submit to the Director Finance, proposals for meetings and official travel for the year. These proposals will include details of the mandate for the activity, clear objectives, proposed meeting dates and venues, number of persons, air fares, *per diem*, other expenses and other relevant information where appropriate.

Allocation of the approved travel budget among activities proposed to be undertaken by the individual Offices/Directorates/Programmes of the Secretariat does not constitute approval to undertake official travel. Approval to travel is granted by proper authority via the Travel Request Form, as appropriate, by the Secretary-General (SG), Deputy Secretary-General (DSG), Assistant Secretary-General (ASG), General Counsel (GC), Director-General (DG) or Director. This approval should be given in accordance with the schedule of approved meetings listed in the *e-Meets Scheduler*.

Once the Secretariat's Annual Budget has been approved and the travel budget for the individual Programmes is allocated, Programme Managers shall revise their travel proposals to fall within the limits approved for each Programme. These revised proposals shall be submitted, within the timeframe set by EMC, through the relevant Director/ASG to the Director Finance and copied to the DSG.

Where revised travel proposals are not received by the Director Finance within the timeframe set by EMC, the DSG will decide on financial provisions for travel activities pending the receipt of revised travel proposals from Programme Managers/Directors. Until the revised travel proposals are received from Programme Managers/Directors, all travel requests outside of those for which the DSG has made provision under this paragraph, shall be referred to the SG or the DSG for consideration and approval prior to processing by Finance.

## 4.2 Logistical Planning

Programme areas should inform the TU of official travel requirements as soon as meetings are scheduled on the *e-Meets Scheduler*. These would include the expected number of staff and delegates expected to attend and the number of hotel nights required to allow for negotiation of accommodation rates and group airfares as necessary. Such details would also enable the TU to make block bookings for rooms and airline seats where possible.

## 5. TRAVEL REQUESTS

### 5.1 Overview

Official travel constitutes one of the Secretariat's major items of expenditure. All amounts disbursed must be strictly accounted for and carefully monitored in accordance with the requirements of the Financial Rules and Regulations governing official travel. It is the responsibility of staff members/coordinators to ensure the requisite authorisation is obtained prior to official travel. This authorisation is required for all travel whether funded from the Secretariat's operational budget, an IDP or other agency.

### 5.2 Travel Requisition (TR)

A Travel Requisition (TR) is to be completed for each staff member embarking on official travel. This form is to be completed in its entirety including a justification for travel. Exemptions for justification of travel include:

1. Council Meetings;
2. Meetings of the Conference of Heads.

In addition, the staff member travelling should indicate whether there would be need for guard service, excess baggage provision or other travel-related expenses.

Once completed and signed by the staff member/coordinator, the TR shall be forwarded to the Finance Department for validation of funds availability for the activity and directed to the relevant authority, based on the travelling officer and source of funding, for final approval.

The TU shall only proceed to commit the expenditure once Finance has indicated that funds are available for the activity.

Upon final approval by the relevant authority, Staff Members/coordinators must immediately submit the TR as follows:



1. Yellow Copy: Travel Unit
2. All other copies: Finance

### **5.3 Material/Service Requisition (MSR)**

A Material/Service Requisition (MSR) is to be completed for officials other than staff embarking on official Secretariat travel. This form is to be completed in its entirety including a justification for travel.

Once completed and signed by the coordinator, the MSR shall be forwarded to the Finance Department for validation of funds availability for the activity and directed to the relevant authority, based on the travelling officer and source of funding, for final approval.

The TU shall only proceed to commit the expenditure once Finance has indicated that funds are available for the activity.

Upon final approval by the relevant authority, Staff Members/coordinators must immediately submit the MSR as follows:

1. White Copy: Travel Unit
2. All other copies: Finance

### **5.4 Source of Funding for TR/MSR**

The source of funding on the TR/MSR should be clearly indicated with programme breakdown to the activity level as follows:

1. Secretariat-funded: Programme/ Sub-Programme number to be charged, project and activity;
2. Project-funded: Programme/ Sub-Programme number to be charged, IDP or other agency, project and activity;
3. Reimbursable travel: Letter from external agency indicating commitment must be attached.

### **5.5 Approval of TR/MSR**

The approval rankings are as follows:

1. The Secretary-General shall approve travel undertaken by the Deputy Secretary-General;
2. The Deputy Secretary-General shall approve travel undertaken by the Secretary-General
3. The Assistant Secretary-General (ASG) shall approve travel for Directors whose Programme areas fall under his/her direct responsibility;
4. The Deputy Secretary-General (DSG) shall approve travel for Directors whose Programme areas fall under his/her direct responsibility;
5. Travel undertaken by Assistant Secretaries-General, General Counsel or Directors-General shall be approved by the Secretary-General or Deputy Secretary-General;
6. Travel for staff other than the General Counsel, Directors-General/Directors, Assistant Secretaries-General, Deputy Secretary-General and Secretary-General should be recommended by the relevant Director/Programme Manager, and approved by the Director/Assistant Secretary-General. If however the Programme Manager is out of the country or on vacation, the Travel Requisition is reviewed and approved by the Officer- in-Charge.

No Staff Member or other official is authorised to approve his/her own travel requests.

Travel requests for activities not included on the Approved Schedule of Meetings or for which no funding has been provided in the budget of the Secretariat shall be referred to the Secretary-General or the Deputy Secretary-General for consideration.

Unless otherwise approved by the SG or DSG, travel requests shall not be approved for Staff members with more than two (2) outstanding travel reports and two (2) outstanding travel claims.

Staff Members or other officials who undertake official travel without prior authorisation shall be personally liable for all costs associated with such travel.

In extreme circumstances where a staff member or other official, who has already embarked on approved travel duty, is requested to travel to another assignment prior to returning to the duty station or point of origin, the relevant approving authority must receive a validation of funds availability from Finance. The approval and validation of funds availability must be formally communicated to the TU with the specific travel request prior to any commitment to the additional expenditure. All other provisions set out in **5.2**, **5.3** and **5.4** shall apply.

## 6. INTERNAL TRAVEL REQUISITION (ITR)

An **Internal Travel Requisition (ITR)** is to be completed in respect of each traveller on official travel duty for the procurement of the following:

1. Airline tickets;
2. Hotel accommodation.

The relevant copy of the corresponding approved Travel Requisition (TR) or Material/Service Requisition (MSR) as outlined in **5.2** and **5.3** above must also be submitted to the Travel Unit.

### 6.1 Standards

Submission of the TR/MSR to the Travel Unit and Finance –

1. Individual Travel – minimum of 20 working days prior to departure;
2. Group Travel – minimum of 20 working days prior to departure.

Submission of the ITR to Travel Unit –

1. Individual Travel – minimum of 20 working days prior to departure;
2. Group Travel – minimum of 20 working days prior to departure.

## 7. AIRPORT TRANSPORTATION

The TU shall facilitate return airport ground transportation in Guyana, where required, in collaboration with Administrative Support Services once a request for the procurement of airline tickets and/or hotel accommodation is made via the ITR. In this regard, daily notifications of flight arrival and departure times to and from Guyana shall be submitted to the Transportation desk by the TU based on e-tickets issued. However, all requests for airport transportation only must be directed to the Transportation desk.

## 8. TAX EXEMPTION LETTERS

In accordance with the Headquarters Agreement between the Government of Guyana and the Caribbean Community, the CARICOM Secretariat shall enjoy tax exemption privileges for all goods and services purchased. With specific reference to airline tickets, travel voucher tax is exempted on airline tickets for all journeys where travel originates in Guyana. In this regard, it shall be the responsibility of the TU to provide proof of tax exemption at the time of airline ticket purchase.

To facilitate this process, HRM shall supply to the TU, semi-annually, an Approved Tax Exemption List of all Senior Staff who are eligible for tax exemptions. This List shall be disseminated by the TU to the travel service providers in support of such exemptions. For all other travel requests for persons (staff and non-staff) who do not appear on the Approved Tax Exemption List and where travel originates in Guyana, the TU shall send a separate request to HRM as required in support of such tax exemptions for airline ticket issuance. Tickets shall not be issued without the requisite tax exemption letter where required.

## 9. ROUTE AND MODE OF TRAVEL

### 9.1 General

The route and mode of transportation for all official travel shall be *via* the most direct and cost-effective route by air. In determining the most cost-effective route the following shall be taken into consideration:

1. Carriers approved by IATA/Civil Aviation Authorities;
2. Actual schedule and seat availability;
3. Ticketing agency commission and service charge structure;
4. Staff safety, health and security in relation to in-transit points;
5. Compliance with existing policy for air travel funded by IDPs (e.g., USAID/EU);
6. Credit holding from unused tickets/coupons to be applied within agreed timeframe;
7. Corporate flexible airfares granted to the CARICOM Secretariat by approved carriers;
8. Discounted airfares;

9. Start and end dates/times of meeting;
10. Impact on accommodation cost for early arrival or late departure;
11. Travel time.

## **9.2 Travel via Charter Aircraft**

Where deemed necessary and in the best interest of the Secretariat, travel via charter aircraft shall only be allowed following the requisite approval.

A pro forma invoice clearly detailing all charges and fees must be submitted in support of the request for approval. A copy of the Non Schedule Permit granted by the Civil Aviation Authority of the country of flight origin must be submitted prior to scheduled departure date.

## **9.3 Travel via an indirect route**

A route other than the most direct may only be used if travel via direct route is not available and the official purpose of the trip is not prejudiced.

## **9.4 Travel via alternative mode of transportation**

An alternative mode of transportation – sea or land- may be approved when it has been deemed to be in the best interest of the CARICOM Secretariat, as follows:

### **9.4.1 By Sea**

Travel by ship or inter-island ferry.

### **9.4.2 By Land**

#### **9.4.2.1 Train**

When transportation by train is undertaken, the traveller shall be entitled to the most economical class of accommodation, including sleeper where appropriate for journeys exceeding duration of six hours between 21:00hrs and 06:00 hrs.

### **9.4.2.2 Rented Vehicle**

Travel *via* a rented vehicle is allowed where it is in the best interest of the CARICOM Secretariat. Vehicles must be rented from approved registered rental companies. The Secretariat shall assume responsibility for all costs relating to rental charges, petrol, toll charges, ferry crossing (vehicle and passenger) and collision damage waiver. Travellers assigned to this mode of transport shall be given the applicable per diem for the official travel dates only where applicable.

Reimbursement for property damage to a rental vehicle shall be considered to the extent that the staff member was not proven negligent and only if such expenses were incurred on the days the vehicle was being used for the conduct of official business during official business hours. The staff member/Programme area shall submit with the Travel Expense Claim a brief description of the damage to the vehicle, including an explanation of the cause of such damage, and either a police report or a report prepared by the rental company.

### **9.4.2.3 Secretariat Bus**

Travel via the Secretariat bus is allowed where it is in the best interest of the CARICOM Secretariat. The requesting Programme area shall assume responsibility for all costs relating to petrol, toll charges, ferry/pontoon services at river crossings (for vehicle, driver and passengers) and vehicle insurance. Travellers assigned to this mode of transport shall be given the applicable per diem.

Reimbursement for rest periods shall not be applicable except for extenuating circumstances resulting in a delay or halt in ferry/pontoon services at river crossings where applicable.

### **9.4.2.4 Private Automobile**

Travel *via* private automobile is allowed for travel between Guyana and Suriname only.

The automobile must be covered by at least third-party insurance. Without prejudice to the provisions concerning staff on official travel under the present insurance scheme, the Secretariat shall not be held liable for any claims that may arise from the use of the automobile.

A staff member using this mode of transport shall be given the applicable per diem for the official travel dates. Reimbursement shall be applicable for expenses relating to petrol, toll charges, ferry crossing and vehicle insurance up to the value of the lowest applicable return economy airfare between Georgetown and Paramaribo for the official travel dates.

Where there are other travellers on official travel accompanying the staff member the applicable per diem for each staff member shall be given for the official travel dates. Such staff members shall be eligible for reimbursement for charges relating to ferry/pontoon services at river crossings.

Reimbursement for rest periods shall not be applicable except for extenuating circumstances resulting in a delay or halt in ferry/pontoon services at river crossings where applicable.

## **10. TRAVEL TIME AND REST STOPOVERS**

### **10.1 Travel Time**

Travel time shall be determined on the basis of the most direct and cost effective route by air or by the fastest available mode of transportation where air travel is not available. Each official mission shall be treated separately for the purpose of calculating travel time.

The travel time shall be the cumulative total based on one-way travel as follows:

1. Scheduled journey time via air or other approved mode of transportation;
2. The hours between scheduled time of arrival and time of departure at in transit points where there is a change of transport service provider.

Where there is a change between arrival location and departure location owing to scheduling of flights or alternative approved mode of transportation, the traveller will be eligible for reimbursement for the cost of ground transportation between both locations.

### **10.2 Rest Stopover**

Where the total travel time exceeds sixteen (16) hours, travellers would be entitled to break the journey at a midway point. As far as possible the journey shall be planned to allow travellers to arrive at the final destination twelve (12) to twenty-four (24) hours before commencing official duty. Such staff members shall be entitled to the applicable per diem for the number of nights.

If no rest stopover is taken, travel for the staff member may be arranged to arrive between twenty-four (24) to thirty-six (36) hours before start of official duty.

### **10.3 Hotel Accommodation at in transit Points**

Staff members and other officials shall be entitled to hotel accommodation at in transit points in the applicable city where the time between scheduled arrival and departure exceeds seven (7) hours.

## **11. STANDARD OF TRAVEL**

### **11.1 First Class Entitlement**

Unlimited first class travel is allowed for the Secretary-General and Deputy Secretary- General.

### **11.2 Business Class Entitlement**

Unlimited business class travel applies to all members of the Executive Management Committee.

These staff members are to be ticketed with the applicable flexible business class fare. Should business class not be available, the flexible economy fare may be booked.

### **11.3 Economy Class Entitlement – General Staff and other Officials**

The TU will automatically book general staff members and other Officials in economy class as per standard operating procedures unless approval for business class is indicated at the time of the initial request and in accordance with 11.4 below.

### **11.4 Business Class Privilege over seven hours - General Staff and other**

#### **Officials**

For general staff and other Officials business class travel is allowed for flight legs of **seven continuous** hours or more. This is subject to the relevant approval *via* TR/MSR and must be funded under the Secretariat core budget. Business class travel may not be procured using IDP resources unless otherwise specified by the relevant IDP.

### **11.5 Business class bookings under seven hours – General staff and other Officials**

Business class may be ticketed for journeys less than seven continuous hours for travel funded by the Secretariat core budget or IDP resources, in the following circumstances:



1. If the business class fare being charged is lower than the economy fare (value for money);
2. The use of available economy class seats would result in a higher overall cost where, owing to scheduling difficulties and circuitous routings, long layovers and unnecessary hotel expenses may be incurred.

In such cases the justification must be clearly documented by the TU to facilitate any audit process.

### **11.6 Ticketing of Non-Restrictive Economy Fares/Premium Economy/Preferred seating**

Non restrictive economy fares may be issued to all staff members from the level of Director. Premium economy and/or preferred seating may be used as a lower cost alternative to the business class privilege for all staff regardless of funding source.

### **11.7 Personal Travel**

Personal travel deviations on official itineraries may be facilitated for staff members only subject to the exigencies of the TU. In this regard, any deviation requested shall be done to the extent that it does not prejudice the official journey nor create excessive additional workload or overtime for staff of the TU.

The following would apply for personal travel appended to official travel:

1. All upward differences in costs and payment arrangements shall be the responsibility of the requesting staff member/coordinator. All arrangements shall be completed prior to ticket issuance within the timeframe as advised by the TU.
2. The CARICOM Secretariat shall not accept responsibility for any expenses/losses that may have been incurred by the staff member in connection with the private portion of the journey or owing to a change of arrangements to the official itinerary by the CARICOM Secretariat;
3. The CARICOM Secretariat shall not accept responsibility for an increase in cost for personal deviation should there be a rebooking with a higher cost as a result of an expired ticketing time limit; in such cases the staff member shall make arrangements directly with the ticketing agency to pay any difference;

4. Should a refund be requested owing to cancellation of official travel, it shall be the responsibility of the staff member to submit a claim to Finance for reimbursement as per provisions set out in 18.4;
5. Requests to update flight and accommodation records with frequent flyer and other travel reward account information are deemed personal and shall be the responsibility of the travelling officer on check-in. Points may be accumulated for personal use even if earned as a result of staff travelling on official duty. However, specific routings or flights requested of the TU for the purposes of accruing frequent flyer points shall be deemed personal and any upward difference in cost shall be borne by the staff member;
6. Where airport transportation (Guyana) was requested, the TU/Transportation Unit must be notified of any voluntary ticket changes at least 24 hours (during weekday working hours) before original official arrival/departure date. This would allow the TU/Transportation Unit to make the necessary adjustments to the list of persons requesting airport transportation;
7. Outbound/inbound airport transportation in Guyana requested as a result of personal deviations from official travel shall be facilitated provided that no additional cost is incurred in the provision of such service.

## **12. FLIGHT RESERVATIONS**

All arrangements for the procurement of airline tickets to be funded by either the Secretariat operational budget or IDP funded budget must be done *via* the TU.

In extenuating circumstances where the requesting Programme area provides an itinerary for ticketing, the decision to prepare a purchase order in support of ticket purchase rests with the TU subject to the provisions outlined under Route and Mode of Travel and the Approved List of Suppliers.

## **13. PURCHASE OF TICKETS**

The TU shall provide airline tickets through the List of Suppliers approved by the Programme Manager Administrative Services. Alternatively, tickets may be procured through the approved reservations systems.

The requesting Programme area/traveller shall validate all itineraries prior to issuance of the purchase order and e-ticket. Once validated, a pro forma invoice must be submitted and shall include details as follows:

1. Name of traveller;

2. Official travel dates as per approved TR/MSR;
3. Class of travel;
4. Routing and airline(s) used;
5. Breakdown of cost of ticket- base fare, taxes, surcharges, date change fee, credit applied;
6. Commission/service charge (if applicable);
7. Currency.

The Purchase Order shall be prepared by the Travel Unit/Procurement using the details from the pro forma invoice as per provisions set out in Module Three of the GPM.

The Travel Unit shall only proceed to issue tickets or authorise ticketing on the basis of an approved TR/MSR with validation of funds availability. Once the ticket has been issued, a final invoice must be submitted to facilitate the reconciliation, certification and payment process. The CARICOM Secretariat shall not be held responsible for disbursement of payments for unauthorised ticketing by service providers.

## **14. CORPORATE MILEAGE PROGRAMME**

Points may be redeemed from any existing corporate mileage programme for Programme- funded travel as deemed appropriate by the Project Officer, Travel.

EMC may also authorise redemption of points as deemed necessary.

## **15. USE OF CORPORATE CREDIT CARD**

The Corporate Credit Card assigned for use by the Travel Unit is intended for use in the following circumstances:

1. Room guarantee related to official travel for staff of the Secretariat via an approved Travel Requisition (TR);
2. Room guarantee related to official travel for other officials of the Secretariat via an approved Miscellaneous/Service Requisition (MSR);

3. Pre-payment for accommodation and airfare as approved by the Director Finance or his/her designate.

Any transaction, other than room guarantee, which may require the use of the Corporate Credit Card, shall be subject to prior approval by the Director Finance or his/her designate. It shall be the responsibility of the requesting Programme area to seek such approval for any prepayments for accommodation and airfare.

In circumstances where, according to a specific hotel's policy that a mandatory deposit is being requested for accommodation, the TU shall proceed in accordance with the provisions set out in 19.3 below.

Where such payments are being requested for goods or services other than airfare and accommodation, an approved MSR must be submitted to Finance for reimbursement of the entire amount to the credit card account.

## **16. CANCELLATIONS**

### **16.1 Airfare**

It is the responsibility of the coordinating Programme area/traveller to advise the TU of any cancellations or changes to ticketed travel itineraries. Outside of regular business hours, should the traveller contact the airline directly to advise of any cancellations, the TU should be apprised accordingly via follow-up e-mail. As far as possible all cancellations must be done at least three (3) hours prior to scheduled flight departure to avoid forfeiture of fare paid.

### **16.2 Accommodation**

It is the responsibility of the coordinating Programme area/traveller to advise the TU of any cancellations or changes to booked hotel accommodation. Outside of regular business hours, should the traveller contact the hotel directly to advise of any cancellations, the TU should be apprised accordingly via follow-up e-mail. As far as possible all cancellations must be done outside of the penalty period. Any charges incurred to the corporate credit card as a result of a no-show or cancellation would be re-charged to the respective Programme area.

## **17. TICKETS ON CREDIT**

The TU maintains a log of all unused tickets/coupons for further transportation/refund. Consequently, all cancellations of tickets/coupons must be communicated to the TU to ensure that the Secretariat's financial resources, including those of its international donor

partners, are properly utilised and accounted for. The TU shall utilise such credits accordingly taking into consideration source of funding, traveler and expiry date of credit coupon(s). A Credit Status Report shall be submitted to the Programme Manager Administrative Services as well as the Director Finance with details of tickets/coupons on credit and utilisation.

## **18. REFUNDS**

### **18.1 Refunds for Travel by Air**

The TU shall apply for refunds on unused tickets/coupons prior to expiry date. A Credit Status Report shall be submitted to the Programme Manager Administrative Services as well as to the Director Finance with details of refunds pending and processed.

In special circumstances, airlines sometimes refund travelers directly for unused coupons. In these cases all monies associated with such refunds, including denied boarding compensation shall be returned to the CARICOM Secretariat by the traveler.

### **18.2 Refunds for Travel by other Modes of Transportation**

All claims for refunds relating to other modes of transportation shall be submitted to the Director Finance for consideration.

### **18.3 Refunds for Accommodation**

Charges incurred on the corporate credit card owing to cancellation of accommodation, whether pre-paid or otherwise shall be re-charged to the Programme area as per approved TR/MSR.

### **18.4 Refunds on Personal Amounts paid on Airline Tickets**

Should a refund be requested for a personal amount paid on an airline ticket owing to cancellation of official travel, it shall be the responsibility of the staff member to submit such a claim to Finance for reimbursement. A copy of the invoice detailing the personal amount paid must be certified by the Travel Unit and submitted to Finance in support of such claims. The net refund due to the staff member will be the pro-rated portion of the net refund based on the staff member's original percentage of the original total cost of travel.

## **19. ACCOMMODATION**

### **19.1 General**

All arrangements for the procurement of hotel accommodation to be funded by either the Secretariat operational budget or IDP budget must be done *via* the TU. Arrangements for group accommodation (ten persons or more) are subject to the conditions set out in 19.4

### **19.2 Booking Accommodation**

Accommodation shall be booked and guaranteed using the corporate credit card from the list of approved hotels published on the intranet. This list includes all hotels with which the Secretariat has an approved corporate room rate agreement.

For accommodation funded under core budget, staff and other officials shall be booked in standard room types. In extenuating circumstances, higher room categories may be booked owing to no availability of lower end rooms. The requisite approval shall be arranged to ensure that the correct cash advances are disbursed by Finance.

The TU may book accommodation in higher room types for staff and other officials travelling under IDP resources (if requested), members of EMC and other senior ranking officials of the Community. Accommodation for interviewees, first appointments and repatriates shall be booked as above in accordance with the corresponding job post.

From time to time it may be necessary to book accommodation using the services of hotels that are not on the approved list. In such circumstances, the following guidelines shall be taken into consideration for Staff and other Officials:

1. Known and trusted international brand;
2. Proximity to meeting and other services;
3. Existing good business relationship with the Secretariat;
4. Safety;
5. Cost in relation to per diem;
6. Amenities;
7. Image of the Secretariat.

The TU shall not compromise the corporate credit card for room guarantee at hotels which are not in keeping with the above guidelines.

### **19.3 Pre-payment of accommodation via Corporate Credit Card**

It shall be the responsibility of the requesting Programme area/traveller to seek approval from the Director Finance or his/her designate for any requests made in advance for pre- payment of accommodation using the corporate credit card.

Pre-payment of accommodation may be required by certain properties for the first night or the entire period. In such cases, the TU shall seek approval from the Director Finance for pre- payment of hotel accommodation using the corporate credit card. The TU shall advise the requesting Programme area/traveller and the amount charged shall be deducted from the applicable per diem due to the staff member/traveller.

### **19.4 Group accommodation**

In circumstances where the requesting Programme area has entered into a signed group sales agreement with a hotel service provider, following the Secretariat's approved procurement process set out in Module Three, the onus shall be on that Programme area to supply a rooming list to the hotel in accordance with the terms and conditions of the agreement. A copy of the rooming list must be sent to the Travel Unit to facilitate the tracking of room nights.

In seeking to secure group accommodation in circumstances where a TR/MSR has not been approved, the TU, as requested by the Programme area, may request a courtesy room block booking from the hotel service provider. In such cases, a room release deadline date as well as any other relevant provisions shall be communicated to the requesting Programme area.

The corporate credit card may not be used as a guarantee for courtesy room block bookings or bookings made under a signed sales agreement unless prior approval has been received from the Director Finance.

### **19.5 Booking accommodation for post payments**

From time to time, the TU may receive requests to book accommodation with hotels who have accepted the terms and conditions of the Purchase Order agreement. In such circumstances a pro forma invoice must be submitted with details of accommodation as follows:

1. Name of guest;
2. Official accommodation dates as per approved TR/MSR;

3. Room type;
4. Number of nights;
5. Breakdown of cost: rate per night, taxes, service charge, surcharges;
6. Currency.

The Purchase Order for submission to the service provider by the TU shall be prepared by the Travel Unit/Procurement as per provisions set out in Module Three of the GPM.

Authorisation for such bookings shall only be given by the Travel Unit on the basis of an approved TR/MSR with validation of funds availability. Once accommodation has been completed, a tax invoice must be submitted to facilitate the certification and payment process. The CARICOM Secretariat shall not be held responsible for disbursement of payments for any unauthorised requests for accommodation under the Purchase Order agreement.

## **20. ADVANCES AND REIMBURSABLE TRAVEL**

### **20.1 Overview – Per Diem Travel Advances**

The Secretariat will make appropriate per diem advances for official travel to meet the cost of board, lodging and other incidental expenses during the period of travel. All requests for per diem advances must be done via the TR/MSR for approval.

Advances for official travel under the Secretariat's core budget shall be calculated based on the number of days which the staff member spends away from his or her assigned duty station. When the staff member returns to his or her assigned duty station on the same day of departure, that period shall count as a full day.

The per diem advance rate is dependent on the destination city/country and is comprised of the following components:

(a) Non-accountable allowance for meals

- Breakfast
- Lunch
- Dinner



(b) Non-accountable allowance for out-of-pocket

(c) Accountable allowance for hotel accommodation

- High season 15DEC-14APR
- Low season 15APR-14DEC

These **rates** are published on the intranet as provided by Finance.

Where hotels provide a full/buffet breakfast plan, the staff member shall only be entitled to the non-accountable out-of-pocket allowance and those meals not provided by the hotel.

In the case of an all-inclusive meal plan, the staff member shall only be entitled to the non-accountable out-of-pocket allowance.

Where a staff member on travel duty outside his or her assigned duty station avails himself or herself of private accommodation, in addition to the non-accountable allowance payable, USD20.00 per night (or USD25.00 per night where normal allowances are expressed in USD) shall be paid in respect of such private accommodation.

Special provisions would apply for advances for official travel funded under IDP resources. The rate structure would be based on the specific source of IDP funding.

## **20.2 Overview- Reimbursable Travel by External Agencies**

Reimbursable travel involves the payment by an external agency for the cost of airfare and accommodation for the Secretariat's participation at meetings.

The staff member must ensure that the external agency provide details by official letter to the Secretariat of its commitment to provide financial resources for the costs borne. This supporting documentation must be attached to the TR/MSR for approval. In some instances airline tickets would be provided before officers commence travel or the cost of airfare reimbursed at the meeting.

In the case of per diem, most times this is provided to the staff member at the meeting. In other circumstances both airfare and per diem are refunded to the Secretariat or the staff member at the meeting.

## **20.3 Airfare and Per Diem Advances for Reimbursement by External Agencies**

In cases where a per diem advance is provided or airfare has been prepaid by the CARICOM Secretariat to the staff member for reimbursement by the external agency, the following provisions shall apply:

1. The Secretariat shall provide wire transfer details of the applicable bank account to be credited; alternatively, the external entity may issue a cheque payable to the CARICOM Secretariat;
2. Where cash is given directly to staff member at the meeting, the staff member shall provide an official document from the agency which indicates the amount of cash received;
3. Where there is a need for a 'top-up' on the amount of per diem advanced by the external agency, staff member shall provide an official document from the agency which indicates the amount of cash to be issued and the intended cost of the hotel. Upon return a detailed bill should be submitted to Finance via the Travel Claim.
4. The staff member must repay in full the advance received from the Secretariat provided the agency covered both accommodation and non-accountable allowance. Supporting documentation should be attached to the Travel Claim.

## **21. TRAVEL EXPENSE CLAIMS AND REIMBURSEMENTS FOR STAFF**

### **21.1 Policy - Travel Expense Claim**

Staff members shall submit to the Director Finance not later than six (6) days following his/her return to the assigned duty station, a Travel Expense Claim, with detailed receipts, accounting for all official expenses *inter alia*:

1. Hotel accommodation;
2. Official overseas calls;
3. Official excess baggage;
4. Local transport expenses;
5. Transportation to/from airport;
6. Miscellaneous official expenses.

Airline boarding passes must accompany the Travel Expense Claim.

The form must be duly certified, signed and dated by the travelling staff member.

Unless otherwise approved by the SG or DSG, travel requests shall not be approved for Staff members with more than two (2) outstanding travel claims.

**In respect to each advance for official travel the following provisions shall apply:**

1. Where no claims have been submitted thirty (30) days or more after the final date of the itinerary of the approved travel, there will be an automatic deduction from the staff member's emoluments of fifty percent (50%) of the Travel Advance. Adjustments will be made after the Travel Claim has been submitted;
2. Where claims have been submitted, any disputed balance due to the Secretariat, which has not been paid within thirty (30) days of the notification of the agreed balance, shall be deducted automatically from the staff member's salary;
3. The Secretariat will not honour any submissions after six (6) months from the date of the advance. In the case of advances funded by an IDP, the period shall be the lesser of six (6) months and the specific date identified for closing that project.

## **21.2 Reimbursements for Official Travel**

Reimbursement may be made for official postage, official telephone calls and facsimiles, e- mail, baggage storage, airport taxes, visa charges, airport security, inoculation charges, warm clothing and other reasonable expenses incurred in the performance of duty. No Claim shall be accepted for periodicals, newspapers, laundry, and shoe shine, bar bills, in- flight movies and similar expenses.

A Staff Member may claim for reasonable entertainment expenses in cases where it is clearly in the interest of the Secretariat to offer hospitality. Any claim for entertainment may include the cost of the staff member's meal and drinks and shall be supported by a brief memorandum explaining the circumstances naming the person or persons entertained and attaching receipted bills. Expenditures for entertainment while on travel duty shall be subject to approval by the relevant ASG/Director/Programme Manager.

The Secretariat will not normally reimburse the cost of local travel expenses which do not exceed forty per cent (40%) of the non-accountable out-of-pocket allowance in any one day.

All requests for reimbursements for per diem for additional days incurred on official travel duty owing to unforeseen circumstances must be duly authorised by the relevant ASG/Director/Programme Manager.

The Director Finance will ensure that all claims are checked and are in accordance with the Financial Regulations and shall arrange to make or obtain refunds within one month of the receipt of the claims.

### **21.3 Reimbursements for Excess Baggage**

The Secretariat will reimburse the cost of transporting official documents which are necessary by staff members for transacting official business abroad. Advances may be requested via TR/MSR for the carriage of excess baggage.

### **21.4 Reimbursements for Checked Baggage**

The Secretariat will reimburse the cost of transporting checked baggage for staff members and other officials on Secretariat travel on airlines where there is no free checked baggage allowance. This shall be limited to one (1) checked piece per one-way journey. Any additional checked bags as a result of private deviations shall be at the staff member's or other travelling official's expense.

### **21.5 Reimbursements for Guard Service**

It shall be the sole responsibility of the staff member to indicate via TR whether Guard Service is required. Reimbursements shall be made via the Travel Claim for a period of twelve (12) hours per day whilst the staff member is away from their assigned duty station on official travel. The amount for reimbursement shall not fall below the current legal minimum hourly wage of the duty station.

## **22. INSURANCE**

Staff members participating in the Group Insurance Plan are covered under the provisions of that insurance for any accident whether occupational or non occupational during any travel subject to the exceptions specified therein. Insurance for other Officials is not covered under the Group Insurance Plan.

The Secretariat shall not assume responsibility for loss or damage of any accompanied or unaccompanied baggage of persons on official travel duty.

## **23. FACILITATION OF THE VISA APPLICATION PROCESS**

It is the responsibility of each staff member, as well as Secretariat staff coordinating travel for other officials, to ensure that all applicable visas are valid prior to issuance of tickets.

The TU will assist by providing relevant information relating to visa requirements and the application process for countries. All requests for Notes Verbales in support of visa applications will be facilitated for staff of the CARICOM Secretariat on official travel duty only. HRM will prepare the relevant Note Verbale following the request from the TU.

It shall be the responsibility of the requesting Programme area to ensure that the visa applicant, or his/her designate, lodges the completed application forms with Note Verbale, invitation letter and other requirements as necessary to the relevant Embassy/Consulate, either in person or via return prepaid courier service.

Costs associated with the visa application for official travel may be included on the TR/MSR for approval and subsequent cash advance or following completion of travel via the Travel Claim submission. In both instances, all supporting receipts must be submitted.

## **24. TRAVEL DOCUMENTS**

It is the responsibility of each staff member, as well as Secretariat staff coordinating travel for other officials, to ensure that all travel documents are valid prior to issuance of ticket.

A valid national passport should be carried along with the CARICOM Laissez-Passer(where applicable) during official travel.

## **25. HEALTH REQUIREMENTS**

It is the responsibility of each staff member, as well as Secretariat staff coordinating travel for other officials, to ensure that all applicable vaccinations are updated prior to ticket issuance.

## **26. REPORTING ON OFFICIAL TRAVEL**

### **26.1 Travel Report on Results of the Mission**

Staff Members are required to prepare and submit a concise Travel Report to their reporting supervisor within ten working days of returning to the duty station. The Travel Report should be prepared under the following headings:

- Name;
- Designation;
- Programmes/Sub-Programmes;
- Place of Visit/Meeting;

- Purpose of Visit;
- Source of Funding;
- Other Members of Team (if applicable);
- List of Persons Met/Contacts for Follow-up;
- Background (including objectives);
- Outcomes/Results;
- Implications for Other Programme Areas;
- Constraints;
- Recommendations (including follow-up actions);
- List of Documents Received;

Copies of relevant documents coming out of meetings attended should be deposited in the Secretariat's Documentation Centre.

Unless otherwise approved by the SG or DSG, Travel Requests will not be approved for Staff Members with more than two outstanding Travel Reports.

Staff Members are not required to prepare a Travel Report in respect of meetings convened by the Secretariat and for which the Secretariat's official report will be prepared.

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**MODULE V**

**GRANTS**

## MODULE V

### GRANTS

#### DEFINITIONS

##### 1. Definitions

**“Action grant”** – an action intended to help achieve a policy objective of the Secretariat or a joint policy objective of a third-party funding agency and the Secretariat.

**“Applicant”** - A natural person or an entity with or without legal personality who has submitted an application in a grant award procedure

**“Application documents”** - A tender, a request to participate, a grant application

**“Assessor”** - An independent individual expert with an in-depth knowledge of the issues covered by a grant programme who is engaged by a contracting authority to carry out a detailed written assessment of a grant application using the published evaluation grids. He/she cannot be a member of the Evaluation Committee but may attend its meetings as observer (G).

**“Beneficiary of a grant”** - A natural person or an entity with or without legal personality with whom a grant agreement has been signed (G).

**“Call for proposals”** - A public invitation by the contracting authority, addressed to clearly identified categories of applicants, to propose operations within the framework of a specific CCS programme.

**“CCS”** – CARICOM Secretariat, or Secretariat

**“Contract”** - An agreement, between two or more persons or entities. It can take either the form of a procurement contract — with specific terms and an undertaking to provide services, supplies, and/or works in return for a financial consideration — or of a grant contract establishing specific terms and conditions to implement the action (G).

**“Contracting authority”** – Caribbean Community

**“Contribution in-kind”** - Provision of goods or services free of charge to the action which is the subject of a grant contract by the beneficiary or by a third party. Contributions in kind do not, therefore, involve any expenditure for the grant beneficiary.

**“Days”** –means calendar days.

**“Direct award”** - The award of a grant or a procurement contract without organising a call for proposals/tenders. A direct award is only appropriate under certain special circumstances and must always be the subject of an evaluation report.

**“Economic operator”** – Any natural or legal person, including a public entity, or a group of such persons, which offers to supply products, execute works or provide services or immovable property.



**“Final beneficiaries of a grant”** - Those who will benefit from the project in the long term at the level of the society or sector at large (G).

**“Grant”** - A financial contribution by way of donation/commercial payment from the Secretariat, whether from its core funds or funds allocated by a third party funding agency, to a specific beneficiary(ies) to finance an action grant or operating grant in accordance with a CCS policy aim and does not include programme estimates, procurement contracts, and debt relief support.

**“Grant budget”** - an estimate of the eligible costs and the total costs. The income must also be detailed

**“Grant programme”** - A programme that determines the objectives and scale of assistance in the form of grants for operations promoting the Secretariat’s or the third party funding agency’s policy aims (G).

**“Guidelines for grant applicants”** - Document explaining the purpose of a call for proposals for grants. It sets out the rules regarding who may apply, the types of operations and costs which may be financed, and the evaluation (selection and award) criteria. It also provides practical information on how to complete the application form, what documents must be annexed, and rules and procedures for applying,

**“Irregularity”** - 'Irregularity' shall mean any infringement of a provision of the Secretariat’s rules resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the general budget of the Secretariat or budgets managed by them, either by reducing or losing revenue accruing from own resources collected directly on behalf of the Secretariat, or by an unjustified item of expenditure.

**“Low-value grants”** – means grants less than or equal to EC 110,000.

**“Operating grant”** - Direct financial contribution, by way of donation, to finance the functioning of a body or the work programme thereto, and which pursues an aim or policy of the Secretariat or a third party funding agency acting jointly with the Secretariat.

**“Member States”** – Member states of the Caribbean Community.

**“Mono – beneficiary grants”** –a grant where there is only one beneficiary.

**“Multi – beneficiary grants”** –a grant where there is more than one beneficiary.

**“Successful applicant”** - The applicant selected at the end of a call for proposals procedure for the award of a contract (G).

**“Secretariat”** – CARICOM Secretariat

**“Third-party funding agency”** – any agency or institution which provides any type of funding, including donations, grants, subventions, development funding, financial instruments, etc to the Secretariat to achieve the joint policy objectives or aims of that agency or institution and the Caribbean Community

## SCOPE AND FORM OF GRANTS

### 2. Types of Grants

The Secretariat may, subject to the rules prescribed herein, and upon an application by a prospective grant beneficiary, provide an action grant or an operating grant to the applicant.

### 3. Actors Involved

There are three kinds of actors that may receive funding under a grant contract:

- (1) **the lead applicant** - If awarded the grant contract, the lead applicant will become the beneficiary identified as the coordinator in the special conditions of the grant contract. The coordinator is the main interlocutor of the contracting authority. It represents and acts on behalf of the co-beneficiary(ies) (if any) and coordinates the design and implementation of the action;
- (2) **co-applicants (if any) - who will become the co-beneficiaries following the award of the grant** - co-applicant(s) participate in designing and implementing the action, and the costs they incur are eligible in the same way as those incurred by the lead applicant; and
- (3) **affiliated entities (if any)** - Only the lead applicant and co-applicants will become parties to the grant contract. They are neither beneficiaries of the action nor parties to the contract.

### 4. Affiliated Entities

- (1) Affiliated entities are neither beneficiaries of the action nor parties to the contract. For the purposes of this Module, the following entities shall be considered as entities affiliated to the beneficiary: -
  - (a) Entities forming the sole beneficiary in accordance with clause 4 (3);
  - (b) Entities that satisfy the same eligibility criteria as the lead applicant or the co-applicant to which they are affiliated and that have a structural link with the beneficiary, in particular a legal or capital link, which is neither limited to the action nor established for the sole purpose of its implementation.
- (2) In making a determination whether there exists a structural link between the affiliated entity and the beneficiaries the Secretariat shall consider –
  - (a) Whether the affiliated entity is directly or indirectly controlled by the beneficiary;
  - (b) Whether the affiliated entity directly or indirectly controls the beneficiary;
  - (c) Whether the affiliated entity is under the same direct or indirect control as the beneficiary;

- (d) Whether the affiliated entity is in the same network, federation, association in which the beneficiary is also a member of or participates in;
  - (e) Whether the structural link was established solely for the purpose of the action or for its implementation; or
  - (f) Any other factor that may establish a structural link between the affiliated entity and the beneficiary.
- (3)** Where several entities satisfy the criteria for being awarded a grant and together form one entity, that entity may be treated as the sole beneficiary, including where the entity is specifically established for the purpose of implementing the action to be financed by the grant.
- (4)** Unless otherwise provided in the call for proposals, entities affiliated to a beneficiary may participate in the implementation of the action, provided that both of the following conditions are fulfilled:-
- (a) the entities concerned are identified in the grant agreement; and
  - (b) the entities concerned to abide by any rule applicable to the beneficiary under the grant agreement with regard to –
    - i. conditions triggering payment; and
    - ii. rights of checks and audits by the Secretariat

## **5. Forms of grants**

- (1)** Grants may take any of the following forms: -
- (a) Financing not linked to the cost of the relevant operations based on:
    - i. The fulfillment of conditions set out in sector-specific rules or third party funding agencies decisions, where the grant is only possible due to the contribution of the third party funding agency; or
    - ii. The achievement of results measured by reference to previously set milestones or through performance indicators.
  - (b) Reimbursement of eligible costs actually incurred;
  - (c) Unit costs which cover all or certain specific categories of eligible costs which are clearly identified in advance by reference to an amount per unit;
  - (d) Lump sums, which cover in global terms all or certain specific categories of eligible costs which are clearly identified in advance (as indicated in the budget at proposal stage);
  - (e) Flat-rate financing, which covers specific categories of eligible costs, which are clearly identified in advance, and are expressed as a percentage of other eligible costs;
  - (f) A combination of (a) to (e).

- (2) When determining the appropriate form of a contribution, the potential recipients' interests and accounting methods shall be taken into account to the greatest extent possible.

## **6. Lump sums, unit costs, and flat-rate financing**

- (1) Lump-sum, unit costs, and flat-rate financing taken individually or in a combination can take two (2) forms (Simplified cost option).
  - (a) Output or results based ("Option1") ; or
  - (b) Embedded in the accounting practices of the beneficiary ("Option 2")
- (2) Lump sums, unit costs, or flat rates shall be determined in such a way as to allow their payment upon achievement of concrete outputs, activities, deliverables, and or results.
- (3) The use of Option 2 by the Secretariat will be subject to any conditions laid down by any third-party funding agency, and be made in subsidiary rules under this section if the need arises.
- (4) The assigned officer of the Finance Programme, of the Secretariat, shall check, at latest before payment of the balance the fulfilment of the conditions triggering the payment of the balance, the fulfilment of the conditions triggering the payment of lump sums, unit costs, and flat rates, including, where required, the achievement of outputs and or results.
- (5) The method for determining lump sums, unit costs or flat rates, the underlying data, and the resulting amounts, as well as the adequateness of those amounts with regard to the output and or results delivered, shall be assessed periodically and where appropriate, adjusted.

## **7. Lump-Sum**

- (1) A lump sum referred to in clause 5 (1) (d) may cover the entire eligible costs of an action or work programme ("single lump sum")
- (2) Single lumps sums may be determined on the basis of an estimated budget of the action or work programme. Such an estimated budget shall comply with the principles of economy, efficiency, and effectiveness.

## **8. Maximum amount of grants and eligible costs**

- (1) The grant shall not exceed an overall ceiling expressed in terms of an absolute value ('maximum grant') that must be established on the basis of: -
  - (a) Estimated eligible costs, where possible in the case of reimbursement of eligible costs actually incurred;

- (b) The overall estimated eligible costs clearly defined in advance in the form of lump sums, unit costs, or flat rates pursuant to clauses 5 (1) (c), (d), and (e); or
- (c) The overall amount of financing not linked to costs in cases referred to in clause 5 (1) (a)
- (2) Grants may in addition be expressed as a percentage of eligible costs where the grant takes a form specified in clause 8 (1) (a) or as a percentage of the lump sums, unit costs and flat-rate financing referred to in clause 8 (1) b).
- (3) The grant shall generally be expressed as a maximum amount and a percentage of the eligible costs. This means that the Secretariat's contribution shall cover only a certain percentage of the costs, according to the rules set out in the call for proposals.

## **PRINCIPLES APPLICABLE TO GRANTS**

### **9. General Principles applicable to grants**

- (1) Grants shall be the subject to the principles of: -
  - (a) Equal treatment;
  - (b) Transparency;
  - (c) co-financing;
  - (d) non – cumulative award and no double financing;
  - (e) non-retroactivity; and
  - (f) no – profit
- (2) In making any decision concerning a grant the Secretariat shall take into account the general principles applicable to grants as recited in clause 9 (1).
- (3) Staff of the Secretariat, in administering the grants procedures must seek to give effect to these general principles, and this Module as a whole, when they: —
  - (a) exercise any discretion given to them by these sections;
  - (b) interpret the meaning of any section herein;
  - (c) make any decisions, which are not expressly provided for in this Module

### **10. Equal Treatment**

No preferential treatment may be given to any potential beneficiary. This rule applies not only to the process of identifying and selecting beneficiaries but also during the implementation of the action.

### **11. Transparency**

- (1) Grants shall be awarded following a publication of calls for proposals, except in the case of a direct award.

- (2) All grants awarded shall be published with due observance of the requirements of confidentiality and security, in a conspicuous space on the website of the Secretariat, including at a minimum, the name(s) of the beneficiary(ies), the purpose of the grant, and the amount of the grant.

## **12. Co – financing**

- (1) The general rule is that grants shall involve co-financing. As a result, the resources necessary to carry out the action or the work programme shall not be provided entirely by the grant, save and except in circumstances prescribed by section 12 (8) hereof.
- (2) Co – financing may be provided in the form of the beneficiary's own resources, income generated by the action or work programme, financial, or in – kind contributions from third parties.
- (3) Co – financing in-kind means the provision of goods and services to the grant beneficiary free of charge by a third party. Therefore contributions in kind do not involve any expenditure for the grant beneficiary.
- (4) Contributions in kind from third parties (except for volunteers' work) must be presented separately from the contributions to the eligible costs in the estimated budget (as accepted costs). Their approximate value must be indicated in the estimated budget and must not be subject to subsequent changes.
- (5) The beneficiary has to declare the co-financing actually provided in the final report. The beneficiary(ies) may at that point replace any planned contribution from its own resources with financial contributions from third parties.
- (6) In-kind contributions from third parties in the form of volunteers' work shall be presented as eligible costs in the estimated budget. They shall be presented separately from other eligible costs. Volunteers' work may comprise up to 50 % of the co-financing. For the purposes of calculating that percentage, in-kind contributions and other co-financing shall be based on the estimates provided by the applicant.
- (7) Other in-kind contributions from third parties shall be presented separately from the contributions to the eligible costs in the estimated budget. Their approximate value shall be indicated in the estimated budget and shall not be subject to subsequent changes.
- (8) By way of exception to the general rule stated in 12 (1) herein, the Secretariat may finance the action in full by the grant where it is essential in the wider public interest to be carried out. Such cases include humanitarian aid, aid in crises, public health, etc. In such a case an appropriate justification shall be provided in the award decision.

## **13. Non – cumulative award and the prohibition of double funding**

- (1) Each action may give rise to the award of only one grant from the budget to any one beneficiary.

- (2) A beneficiary may be awarded only one operating grant from the budget per financial year.
- (3) The applicant must specify in the application form any applications and awarded grants relating to the same action or the same work programme.

#### **14. No Profit principle**

- (1) The general principle is that grants shall not have the purpose or effect of producing a profit within the framework of the action or the work programme of the beneficiary ('no-profit principle').
- (2) Profit is defined as a surplus of the receipts over the eligible costs approved by the Secretariat when the request for payment of the balance is made.
- (3) Clause 14 (1) does not apply to:
  - (a) actions the objective of which is the reinforcement of the financial capacity of a beneficiary, or actions which generate income to ensure their continuity after the period of Secretariat financing, provided for in the grant agreement;
  - (b) study, research, training, or education support paid to natural persons or other direct support paid to natural persons most in need, such as unemployed persons and refugees;
  - (c) actions implemented by non – profit organisations; or
  - (d) grants in the form of financing not linked to costs of the relevant operations.

#### **15. Non – retroactivity**

- (1) The general principle is that grants shall not be awarded retroactively.
- (2) Notwithstanding section 15 (1), a grant may be awarded for an action that has already begun provided that the applicant can demonstrate the need for starting the action prior to signature of the grant agreement.
- (3) In cases referred to in 15 (2) costs incurred prior to the date of submission of the grant application shall not be eligible, except:
  - (a) In duly justified exceptional cases; or
  - (b) In the event of extreme urgency for the purposes of humanitarian aid, emergency support, civil protection operations, or crisis management aid.
- (4) Grants shall not be awarded retroactively for actions already completed.

- (5) In the case of operating grants, the grant agreement shall be signed within four months of the start of the beneficiary's financial year. Costs incurred before the grant application was submitted or before the start of the beneficiary's financial year shall not be eligible for financing.

## **ELIGIBILITY AND CODE OF ETHICS**

### **16. Eligibility Criteria**

- (1) The eligibility criteria shall determine the conditions for participating in a call for proposals.
- (2) Eligibility criteria must be drafted with due regard for the objectives of the action and be transparent and non – discriminatory.
- (3) To foster an adequate level of competition the Secretariat shall permit applicants from all countries to apply for grants.
- (4) Any of the following applicants shall be eligible for participating in a call for proposals: -
  - (a) legal persons;
  - (b) natural persons, in so far as this is required by the nature or characteristics of the action or the objective pursued by the applicant;
  - (c) entities that do not have legal personality under the applicable national law, provided that their representatives have the capacity to undertake legal obligations on behalf of the entities and that the entities offer guarantees for the protection of the financial interests of the Secretariat equivalent to those offered by legal persons. In particular, the applicant shall have a financial and operational capacity equivalent to that of a legal person. The representatives of the applicant shall prove that those conditions are satisfied.
- (5) The call for proposals through the Guidelines to Applicants may lay down additional eligibility criteria which shall be established with due regard for the objectives of the action and shall comply with the principles of transparency and non-discrimination. These additional eligibility criteria shall include as minimum requirements, eligibility as to:
  - (a) The actors; lead applicants, co-applicants and affiliated entities;
  - (b) The actions; actions for which a grant may be awarded; and
  - (c) Costs; types of cost that may be taken into account in setting the amount of the grant
- (6) Applicants must not fall into any of the exclusion criteria stated in Section 22 hereof.



## **17. Conflict of Interest**

The applicant must not be affected by any conflict of interest and must have no equivalent relation in that respect with other applicants or parties involved in the actions. Any attempt by an applicant to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or any agent, servant, and or employee contracting authority during the process of examining, clarifying, evaluating, and comparing applications will lead to the rejection of its application.

## **18. Respect for human rights as well as environmental legislation and core labour standards**

- (1)** The applicant and its staff must comply with human rights. In particular, applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).
- (2)** Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment, and verbal abuse, as well as other forms of intimidation, are prohibited.

## **19. Anti-corruption and bribery**

The applicant shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The 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 Secretariat.

## **20. Unusual Commercial Expenses**

Applications 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.

## **21. Breach of obligations, irregularities, or fraud**

The Secretariat reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to a breach of obligations, irregularities, or fraud. If a breach of obligations, irregularities, or fraud is discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

## **EXCLUSION CRITERIA**

### **22. Exclusion criteria**

**(1)** Applicants will be excluded from participation in the grants procedures if:

- (a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in an analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) They, or persons having powers of representation, decision making or control over them, have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*; (i.e. against which no appeal is possible);
- (c) They have been guilty of grave professional misconduct, violation of ethical standards of the profession to which the person belongs, or having engaged in wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, proven by any means which the CARICOM Secretariat can justify; for example, any of the following: -
  - i. Fraudulent or negligent misrepresentation of information required, for the verification of the absence of grounds for exclusion, or the fulfilment of selection criteria, or in the performance of a contract;
  - ii. deliberate collaboration with other economic entities with the aim of distorting competition during the grant process;
  - iii. disregarding intellectual property rights of others;
  - iv. seeking to influence the decision-making process of the CARICOM Secretariat during the grant procedure; and
  - v. seeking to obtain confidential information that may give an economic entity undue advantages in the grants procedure.
- (d) They are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or in any other of the

CARICOM Secretariat or those of the country where the contract is to be performed;

- (e) A competent authority in any Member State has established through a final judgment that the economic operator is guilty of any of the following:
  - i. involved in money laundering, terrorist financing, proliferation financing, terrorist offences or is linked to terrorist activities or such other activities that are considered as aiding or abetting or attempting to commit such offences;
  - ii. involved in child labour or other forms of illicit trafficking in human beings;
  - iii. has been involved in fraudulent or corrupt practices or committed an irregularity consistent with the meaning of corruption in section 19 hereof;
  - iv. is creating an entity under a different jurisdiction with the intent to circumvent fiscal, social, or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
  - v. the entity has been created with the intent provided for in paragraph (iv) above; or
  - vi. non-compliance with environmental, social, or labour law.
- (f) They have shown significant deficiencies in complying with their main obligations in the performance of a contract implemented by the CARICOM Secretariat, which led to the early termination of the contract, or the application of penalties.
- (g) They, or persons having powers of representation, decision making or control over them, have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering, or any other illegal activity, where such illegal activity is detrimental to the CARICOM Secretariat's financial interests.
- (h) They are subject to an administrative penalty while applying to participate in the grant procedure.
- (i) Paragraph (a) does not apply to the procurement of supplies on advantageous terms from either a supplier that is winding up its business activities or from liquidators of an insolvency procedure, an arrangement with creditors, or a similar procedure under the laws of any Member State.
- (j) In the cases referenced in paragraphs (b) and (e), in the absence of final judgement by a competent authority, the Secretariat may still exclude an economic operator on the basis of available factual evidence or findings.

- (k) Paragraphs (b) and (e) do not apply when the candidates or tenderers can demonstrate that adequate measures have been adopted against the persons having powers of representation, decision making or control over them who are subject to the judgement referred to in paragraphs (b) or (e).
- (l) Paragraphs (a), (c), and (d) do not apply when it can be justified to the CARICOM Secretariat in negotiated procedures where it is indispensable by an economic operator, who shows that acceptable measures have been instituted, to ensure its reliability, except-
  - i. for cases listed in paragraph (e); or
  - ii. where it is necessary to award the contract to a particular entity for technical or artistic reasons;
  - iii. to ensure continuity of a service for a limited period pending the adoption of remedial measures; or
  - iv. for reasons connected with the protection of exclusive rights.-
- (m) The Secretariat may in respect of paragraphs (a) to (d), (e) and (f) take into consideration, based on justified grounds, overriding reasons of public health or environmental protection.

**23.** Successful applicants for grant contracts shall be required to sign a declaration of honour on exclusion and selection criteria in a format as prescribed by **Annex A14**.

## **SELECTION AND AWARD CRITERIA**

### **24. Selection criteria**

- (1) The selection criteria shall be such as to make it possible to assess the applicant's ability to complete the proposed action or work programme.
- (2) The applicant shall have stable<sup>1</sup> and sufficient sources of funding to maintain his or her activity throughout the period for which the grant is awarded and to participate in its funding ('financial capacity').
- (3) The applicant shall have the professional competencies and qualifications required to complete the proposed action or work programme unless specifically provided otherwise in the basic act ('operational capacity').
- (4) Financial and operational capacity shall be verified in particular on the basis of an analysis of any information or supporting documents such as audit reports, profit and loss, and balance sheets for the last financial year in which accounts have been closed, referred to in the grant application.
- (5) If no supporting documents were requested in the call for proposals and if the Secretariat has reasonable grounds to question the financial or operational capacity of an applicant, it shall request the applicant to provide any appropriate documents.

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1. Firmly fixed or not likely to move or change

- (6) Notwithstanding the above the verification of financial capacity shall not apply to:-
- (a) natural persons in receipt of education support;
  - (b) natural persons most in need, such as unemployed persons and refugees, and in need of direct support;
  - (c) public bodies, including organisations in Member States;
  - (d) International organisations.
- (7) The Secretariat may, depending on a risk assessment by the Evaluation Committee, waive the obligation to verify the operational capacity of public bodies including public bodies in Member States, or international organisations.
- (8) Successful applicants for grant contracts shall be required to sign a declaration of honour on exclusion and selection criteria in a format as prescribed by **Annex A14**.

## 25. Award criteria

- (1) The award criteria shall be such as to make it possible to:
- (a) assess the quality of the proposals submitted in the light of the objectives and priorities set and of the expected results;
  - (b) award grants to the actions or to the work programmes which maximise the overall effectiveness of the Secretariat funding;
  - (c) evaluate the relevance of the action and its compatibility with the objectives of the grant programme under which the calls for proposals are being financed; the quality, expected impact, and sustainability of the action and its cost- effectiveness; and
  - (d) evaluate the grant applications.
- (2) All eligibility and evaluation criteria specified in the call for proposals must be applied as specified and cannot be changed in the course of the procedure. The criteria shall be precise and non – discriminatory.

## GRANT AWARD PROCEDURE

### 26. Procedures applicable to Grants

- (1) Grants may be awarded, using one (1) of the following procedures:
- (a) **Restricted Call** - A two-stage procedure whereby applicants would be required to submit a concept note, a shortlist will be drawn up, and then those shortlisted applicants will be invited to submit a full application;
  - (b) **Direct Award**

## 27. Direct Award

- (1) Grants may be awarded without a call for proposals only in the following cases:-
  - (a) For the purposes of humanitarian aid, emergency support operations, civil protection operations, or crisis management aid<sup>2</sup>;
  - (b) Operations carried out in crisis situations must be considered to satisfy the test of extreme urgency.
  - (c) Where the grant is awarded to a body, including a consortium that has exclusive competence in the field of activity and or geographical region to which the grant relates pursuant to any applicable law or is the only entity operating or capable of operating in the field of activity and or geographical area to which the grant relates by virtue of all considerations of fact and law;
  - (d) For actions with specific characteristics that require a particular type of body on account of its technical competence, its high degree of specialisation, or its administrative power, on condition that the actions concerned do not fall within the scope of proposals; or
  - (e) In other exceptional and duly substantiated emergencies.

## 28. Calls for Proposals

- (1) Grants must be awarded following the publication of a call for proposals, except in the case of a direct award.
- (2) A call for proposals shall be published through the placement of a notice on the website of the Secretariat as well as publication in the newspapers in CARICOM Member States (**Annex E2**), which will provide a link to a detailed guideline for applicants on the website of the Secretariat. Calls for proposals may also be published on a recognized international website providing a direct link to the call as published on the website of the Secretariat.
- (3) Every call for proposals must be accompanied by Guidelines for applicants.
- (4) After the launch of the call for proposals, the Secretariat may hold an information session<sup>3</sup> before the deadline for the submission of the concept notes.
- (5) Any documentation/presentation delivered at the information session shall be uploaded on the Secretariat's website where the call for proposals was published.

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2. Situations of crisis, including long-term structural instability or fragility are situations posing a threat to law and order or the security and safety of individuals, threatening to escalate into armed conflict or to destabilise the country. Situations of crisis may also result from natural disasters, man-made crises such as wars and other conflicts or extraordinary circumstances having comparable effects related, inter alia, to climate change, environmental degradation, access to energy and natural resources, or extreme poverty

3. This information session may be necessary where the technical content of the grant application is complex and serves as an opportunity to clarify any questions related to the grant application.

- (6) Where the Secretariat, of its initiative or in response to a request for clarification amends information in the call for proposals a corrigendum shall be published subject to the same publicity conditions as those for the call for proposals.
- (7) The corrigendum may extend the deadline for submission to allow candidates to take the changes into account.

## 29. Guidelines for Applicants

- (1) The Guideline for Applicants (the “Guidelines”) (Restricted) explains the purpose of the call for proposals, the rules on eligibility of applicants, the types of action and costs that are eligible for financing, and the evaluation (selection and award) criteria. They also contain instructions on how to fill out the application form, what to attach to it, and what procedures to follow for applying. They give information on the evaluation process that will follow (including an indicative timetable) and the contractual conditions applying to the successful applicant.
- (2) The Guidelines should set out very clearly and in detail the objectives and priorities of the call for proposals, and give particular attention to the eligibility criteria. This must be published and any amendment to them must be published as well.
- (3) The programme responsible for oversight of the grant contract shall be responsible for modifying the technical aspects of the Guidelines for Applicants, and in particular:
  - (a) The Background;
  - (b) Objectives of the programme and priority issues;
  - (c) Financial allocation to be provided by the Secretariat;
  - (d) Eligibility of Applicants;
  - (e) Eligible actions;
  - (f) Eligible and ineligible costs; and
  - (g) Any other technical aspect of the grant
- (4) The Guidelines shall take a standard form as prescribed in **Annex E3A** and have attached thereto the relevant documents as stated therein.
- (5) The Guidelines shall contain information relevant to the submission of concept notes and the full application and have annexed thereto:
  - (a) the concept note application form (**Annex A.1**),
  - (b) the full application form (**Annex A.2**);
  - (c) budget (**Annex B**);
  - (d) logical framework (**Annex C**);
  - (e) Legal entity sheet; (**Annex D**);
  - (f) Financial identification form (**Annex E**);
  - (g) Standard grant contract (**Annex G**, including annexures to **Annex G**); and
  - (h) any other annexure that is necessary to supplement the Guidelines for Applicants.

- (6) In so far as there is any conflict, or gaps, between these rules and the Guidelines for Applicants (**Annex E3A**) as published, the Guidelines shall prevail.

### **30. Additional Information before the deadline for the submission of proposals**

- (1) During the time between the publication and the deadline for the submission of proposals, in addition to any information session held, applicants shall be permitted to ask questions to help them fill in the form and put together their applications.
- (2) The Secretariat shall, in furtherance of same provide a contact point to which questions may be addressed.
- (3) Lead applicants may submit questions in writing up to 21 days before the deadline for the submission of proposals.
- (4) The Secretariat has no obligation to provide clarifications to questions received after the date referred to in section 30 (3) hereof.
- (5) The Secretariat shall reply to all such questions at least 11 days before the deadline for submission of proposals.
- (6) Replies shall be published on the Secretariat's website, so as to be made available to all applicants.
- (7) In the interest of equal treatment of applicants, the Secretariat shall not give a prior opinion on the eligibility of an applicant, an affiliated entity, an action, or specific activities.

### **31. Deadline for the submission of applicants**

- (1) The deadline for the submission of Applicants shall be the date, time, and method as stated in the Guideline for Applicants or in any subsequent corrigendum amending the Guidelines for Applicants.
- (2) The deadline for the submission must be long enough to allow for high-quality proposals.
- (3) In the case of restricted call for proposals the minimum period for submission is 45 days from the date of publication of the Guidelines for Applicants, but may in any justifiable circumstances be abridged as deemed necessary.

### **32. Further information and clarifications**

- (1) Any request for clarifications and or questions by the Applicants may be sent by email or fax no later than twenty-one (21) days before the deadline for the submission of full applications.
- (2) The Secretariat has no obligation to provide clarifications to questions received after this date.



- (3) Replies to clarifications shall be given no later than eleven (11) days before the deadline for the submission of full applications.
- (4) To ensure equal treatment of applicants, the Secretariat cannot give a prior opinion on the eligibility of lead applicants, co-applicants, affiliated entity (ies), or an action.
- (5) No individual replies will be given to questions. All questions and answers as well as other important notices shall be issued to all applicants who were invited to submit full applications.

### 33. Submission of Proposals Using the Restricted procedure

- (1) Under this procedure, applications shall be submitted in two stages:-
  - (a) The concept note stage; and
  - (b) The full application stage
- (2) Applicants shall only proceed to the second stage (full application stage) upon meeting the criteria as specified in the Guidelines at the concept note stage.
- (3) Applications must be submitted in accordance with the instructions given in the Guidelines for Applicants.
- (4) No supporting documents including the declaration of honour that an applicant is not in one of the exclusion situations, and the pre-financing guarantee (if any), shall be required for low-value grants ( $\leq$  EC 110,000).
- (5) Applications must first be submitted in accordance with the concept note instructions in the grant application form (**Annex A.1**).
- (6) Applications must be made in English.
- (7) Any error or major discrepancy related to the concept note instructions may lead to the rejection of the concept note.
- (8) Handwritten concept notes shall not be accepted.
- (9) The concept note together with the declaration by the lead applicant and the related checklist and (to be found in **Section 2 Annex A.1** and **Annex A.1 Instructions Section 2** respectively of the grant application form) must be submitted with the application.
- (10) An electronic version of the concept note must also be submitted. A USB drive with the concept note in electronic format must be included, along with the paper version, in a sealed envelope as described below. The electronic file must contain exactly the same application as the paper version enclosed.
- (11) Where lead applicants send several different concept notes (if allowed to do so by the guidelines of the call), each one must be sent separately.

- (12) Concept notes must be submitted in a sealed envelope by registered mail, private courier service, or by hand-delivery (a signed and dated certificate of receipt will be given to the deliverer) to the address as prescribed in the Guidelines for Applicants.
- (13) Lead Applicants must verify that their concept note is complete using the checklist for concept note (**Annex A.1 Instructions Section 2** of the grant application form). Incomplete concept notes may be rejected.
- (14) Concept Notes shall be shortlisted by an Evaluation Committee based on the evaluation criteria as specified in the Guidelines for Applicants.
- (15) The Secretariat may, in justifiable circumstances, dispense with the need for the submission of paper-based applications only and accept applications in electronic format (e-mail) together with paper-based applications.
- (16) Rules and procedures necessary for the application of Section 33(15), shall be made in subsidiary or departmental orders under this section. Any such order must be approved by the Deputy Secretary-General or delegate.
- (17) The Secretariat may in addition to the measures above, implement a platform for the use of electronic systems to register and process grant applications. Rules and Procedures including maintaining security and confidentiality of applications shall be made in subsidiary rules under this section.
- (18) In making any rules or procedures as prescribed by sections 33 (15), (16), and (17) the general principles applicable to grants shall be taken into account. Any rules or procedures made under this section shall also apply to the submission of full applications.

#### **34. The Evaluation Committee**

- (1) The Evaluation Committee shall comprise of: -
  - (a) A Chairperson ( Non – Voting);
  - (b) An assigned officer (non – voting Secretary)
  - (c) Project Manager (Voting Member);
  - (d) A Technically qualified person from the Programme (voting member);
  - (e) Any other subject matter expert from outside of the Programme (voting member)
  - (f) A representative of the Finance Programme (non-voting member);
  - (g) A representative of the Legal programme (non – voting)
- (2) The Evaluation Committee, may, where the circumstances require, seek the assistance of an external or internal assessor(s), to provide an assessment of the grant applications, in accordance with the conditions laid out in Section 36A.
- (3) An external assessor must be authorised in advance by the Secretariat and may be so authorized at any stage during the evaluation procedure.
- (4) Assessors may attend the meetings of the Evaluation Committee as observers to present the results of their assessment.

- (5) The Evaluation Committee must be formed early enough to ensure that the members (and any observer appointed by the Secretariat) are available in time to prepare and conduct the evaluation process.
- (6) The Evaluation Committee shall organise a day, time, and agenda to meet, based on the dates for submission of the Concept Note to prepare the shortlist of eligible applicants.
- (7) In the case of a direct award of a grant, it is not compulsory for the Secretariat to constitute an Evaluation Committee.
- (8) All voting members of the Evaluation Committee shall have equal voting rights.

### **35. Impartiality and Confidentiality of the Evaluation Committee**

- (1) All members of the Evaluation Committee are obliged to sign a Declaration of Impartiality and Confidentiality prior to carrying out tasks related to the evaluation, in a format similar to that for the procurement of Consultants *mutatis mutandis*. In this regard, all records of proceedings must maintain confidentiality and security of grant applications and evaluation.
- (2) Any Evaluation Committee member or observer who has or might have an actual or potential conflict of interest with any tenderer or applicant must declare it and immediately withdraw from the Evaluation Committee.
- (3) There is a conflict of interests where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in the previous paragraph, is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other shared interest with the beneficiary.
- (4) During the grant award procedure or during the procurement procedure, all contacts between the Secretariat and candidates, applicants, or tenderers must be transparent and ensure equal treatment. Those contacts must not lead to any amendment to the conditions of the contract or the terms of the original tender or call for proposal.
- (5) No information about the examination, clarification, or evaluation of tenders, or proposals, or decisions about the award of a contract, may be disclosed before the evaluation report is approved by the Secretariat.
- (6) The Evaluation Committee's decisions are collective and its deliberations must remain confidential. The Evaluation Committee members and any observers are bound to secrecy.
- (7) In order to keep the proceedings confidential, attendance at Evaluation Committee meetings is strictly limited to the committee members and to any authorised assessor(s).
- (8) Any attempt by an applicant to influence the process in any way (whether by making contact with members of the Evaluation Committee or otherwise) will result in the immediate exclusion of its tender or proposal from further consideration and might lead to the exclusion from future award procedures.

### **36. Responsibilities of the Evaluation Committee**

- (1)** The evaluators must possess the technical and administrative capacity necessary to give an informed opinion on the proposals. They must have a reasonable command of the language in which the proposals are submitted.
- (2)** The chairperson is responsible for coordinating the evaluation process in accordance with the procedures in the Guidelines and Procedures Manual and for ensuring its impartiality and transparency.
- (3)** The voting members of the Evaluation Committee have collective responsibility for decisions taken by the committee and shall be responsible for scoring the proposals.
- (4)** The Secretary to the Evaluation Committee is responsible for carrying out all administrative tasks connected with the evaluation procedure. These include:
  - (a)** circulating and collecting the declarations of impartiality and confidentiality;
  - (b)** keeping the minutes of all meetings of the Evaluation Committee and the relevant records and documents;
  - (c)** recording attendance at meetings and compiling the evaluation reports and their supporting annexes.
- (5)** If a tender or proposal infringes the formal requirements, the Evaluation Committee may use its discretion to decide whether or not it will still be considered during the rest of the evaluation process, while ensuring equal treatment of tenderers and applicants and upholding the principle of proportionality.
- (6)** Where an applicant fails to submit evidence or make statements, the Evaluation Committee shall ask the applicant to provide the missing information or to clarify the supporting documents, within a reasonable time period. Failure to provide said clarification shall lead to rejection of the application.

#### **36A Assessors**

- (1)** Where applications received are particularly numerous or highly technical, it may not always be possible for the Evaluation Committee to examine each one in detail. Accordingly, the Evaluation Committee would defer to the assessors to undertake the evaluation of the applications.
- (2)** If necessary, the assessment of all applications, or part thereof, may be carried out by an external assessor(s), so that the Evaluation Committee may conduct its deliberations on the basis of their assessments.
- (3)** Assessors work under the supervision of the Chairperson on the Evaluation Committee.
- (4)** Assessors may attend meetings of the Evaluation Committee as observers to present the results of their assessments and answer any questions from the Evaluation Committee.
- (5)** For the evaluation of concept notes and full applications, assessors must use the published evaluation grid to give scores and provide comments.

- (6) At least two (2) assessors must assess each concept note and each proposal, working independently from each other. Assessors should have an in-depth knowledge of the issues covered by the grant programme concerned. A minimum of five (5) years experience of a particular issue, as evidenced by the respective CVs, should be expected.
- (7) Assessors engaged by the Secretariat shall be guided by the Guidelines for Assessors (**Annex E4B**).
- (8) The Evaluation Committee drafts its recommendations after the assessors have examined all the proposals. It must not change the assessors' score or recommendations and must not alter the evaluation grids completed by the assessors.
- (9) The Evaluation Committee may decide to approve the ranking drawn up by the Secretary of the Evaluation Committee on the basis of the assessors' report.
- (10) If the Evaluation Committee does not accept the scores awarded by the assessors to a proposal (where for instance there is a significant difference or clear discrepancies between the scores awarded by the assessors), it must give reasons for this decision in the evaluation report.
- (11) The Evaluation Committee then has to fill in a new evaluation grid for the proposal concerned. Such a re-evaluation may not be entrusted to external assessors.
- (12) A new list shall be produced on the basis of the scores from the new evaluation which shall replace those given by the assessors.
- (13) The new evaluation may also cover only one or more parts of the evaluation (for example, where the Evaluation Committee decides to re-evaluate only the "relevance of the actions").
- (14) All such decisions must be recorded and fully substantiated in the evaluation report. The evaluation grids completed by members of the Evaluation Committee must be kept with those completed by the assessors.

### **37. Evaluation and Selection of Applicants**

- (1) Proposals shall be evaluated, on the basis of the pre-announced selection and award criteria as stated in the Guidelines, with a view to determining which proposals may be financed.
- (2) The Evaluation Committee may ask an applicant to provide additional information or to clarify the supporting documents.
- (3) Applications that do not meet the eligibility criteria shall be rejected.
- (4) Applications shall be evaluated in accordance with the following procedure: -
  - (a) Opening and Administrative Checks; and
  - (b) Concept Note Evaluation

### **38. Receipt and Registration of proposals**

- (1) On receiving proposals, the Secretariat shall register them and provide a receipt for those delivered by hand (**Annex A7**).
- (2) The envelopes must remain sealed and be kept in a safe and secure place until they are opened.
- (3) The outer envelopes of proposals must be numbered in order of receipt, whether or not they are received before the deadline for submission of proposals.

### **39. Opening and Administrative checks**

- (1) All proposals received should be opened by the Evaluation Committee in an opening session (after the expiry of the submission deadline) and as soon as reasonably practicable, at which the registration details are checked and the proposals numbered. Said opening shall be accurately recorded in official minutes and form part of the record of grant proceedings, prior to issuing the proposals to the evaluators.
- (2) A register of concept notes/proposals should be prepared to contain: -
  - (a) the registration number of the concept note;
  - (b) the date of submission;
  - (c) and the lead applicant's name and address.
- (3) For each proposal, the original is kept safely in the archives of the Secretariat and copies are distributed to the evaluators, and where applicable, to the assessors. Access to said documents shall be limited to the Secretary and the Chairperson of the Evaluation Committee
- (4) All information contained in any proposal shall be subjected to the Secretariat's rules on Data Protection and Privacy and the security measures stated therein.
- (5) During the opening and administrative check, the following will be assessed:
  - (a) Whether the deadline for the submission of applications has been met. Where the application is out of time it shall be automatically rejected; and
  - (b) Whether the concept note satisfies all the criteria specified in the checklist in **Annex A.1 Instructions Section 2** of the grant application form. This also includes an assessment of the eligibility of the action. If any of the requested information is missing or is incorrect, the application may be rejected on that sole basis and the application shall not be evaluated further.
  - (c) Notwithstanding Section 39(5) (b), if any requested information is missing, requested evidence not produced, statements absent, any clerical errors or any other documents. not impacting on the substance of the concept note or alter the terms of the call, the Evaluation Committee may ask the lead applicant to provide, within a set deadline the missing information or clarify any supporting

documents. This Section also applies to the evaluation of the concept note and the full application.

- (d) In carrying out any act under Section 39(5)(c) the Evaluation Committee must ensure equal treatment of proposals and proportionality.
- (e) Following the opening session and the administrative checks, the Evaluation Committee shall resolve any contentious issues and then proceed to the evaluation of the concept note based on the relevance and design of the proposed action.

#### **40. Concept Note Evaluation (Stage 1 Evaluation)**

- (1) Concept notes submitted within the deadline and that duly passed the administrative checks are then evaluated for the relevance and design of the action.
- (2) The concept notes shall receive an overall score out of 50 using the breakdown in the evaluation grid stated in the Guidelines to Applicants.
- (3) The Evaluation Committee shall use a format and directions therein as prescribed by **Annex E5A** (Concept Note Evaluation Grid) in undertaking its evaluation.
- (4) Once all concept notes have been assessed, a shortlist shall be drawn up with the proposed actions ranked according to their total score
- (5) Only concept notes with a score of at least 30 points shall be shortlisted.
- (6) Of the concept notes with at least 30 points, the number of concept notes shall be reduced taking into account the ranking, to the number of concept notes whose sum of requested contributions amounts to two times the available budget for this Call for proposals, or two times the revised budget.
- (7) The shortlisting process and the final shortlist itself must be fully documented in an evaluation report (**Annex E6A**) and signed by the members of the Evaluation Committee, prior to submission for approval by the Deputy Secretary-General.
- (8) Following the evaluation of the concept notes and approval by the Deputy Secretary-General, the Secretariat shall, within seven (7) days, send letters to all lead applicants (**Annex E9A**) indicating whether the application was submitted by the deadline, informing them of the reference number they have been allocated, whether the concept note was evaluated and the results of that evaluation. At the same time, the final shortlist report shall be published on the CARICOM Secretariat's website.
- (9) The shortlisted applicants will subsequently be invited to submit full applications.

#### **41. Full applications**

- (1) Shortlisted applicants, using the Guidelines for Applicants initially published shall submit their full application using the application form (**Annex A.2**).

- (2) Lead applicants should keep strictly to the format of the grant application form.
- (3) The elements outlined in the concept note cannot be modified by the lead applicant in the full application.
- (4) The Secretariat's contribution may not vary from the initial estimate by more than 20%. However, an applicant's contribution in kind may vary in excess of 20%.
- (5) The lead applicant may replace a co-applicant or an affiliated entity in only duly justified cases (e.g. bankruptcy of initial applicant or affiliated entity).
- (6) The lead applicant may adjust the duration of the action if unforeseen circumstances outside the scope of the applicants have taken place following the submission of the concept note and require such adaptation (risk of action not being carried out). In such cases, the duration must remain within the limits imposed by the guidelines for applicants. An explanation/justification of the relevant replacement/adjustment shall be included in an accompanying letter or email.
- (7) Lead applicants must submit their full applications in English.
- (8) Any major inconsistency in the full application (e.g. if the amounts in the budget worksheets are inconsistent) may lead to the rejection of the application.
- (9) The Secretariat may, where the Applicant's information is unclear or ambiguous, in such a manner that may prevent the Secretariat from undertaking an objective assessment, request further clarification, said clarification to be provided within a reasonable deadline.
- (10) Under no circumstances shall the Applicant submit its application in handwriting.
- (11) Full Applications must be submitted in a sealed envelope by registered mail, private courier service, or by hand-delivery (a signed and dated certificate of receipt will be given to the deliverer) to the address stated in the Guidelines for Applicants.
- (12) The checklist (**Section 6, Instructions Annex A.2**) and the declaration by the lead applicant (**Section 5 Annex A.2** of the grant application form) must be stapled separately and enclosed in the envelope.
- (13) Where lead applicants send several different applications if permitted to do so by the Guidelines) each one must be sent separately
- (14) The envelope must bear the reference number and the title of the call for proposals, together with the number and title of the lot and the full name and address of the lead applicant.
- (15) Applicants must verify that their application is complete using the checklist (**Section 6, Instructions Annex A.2**). Incomplete applications may be rejected.



#### **42. The Evaluation Committee (Full Applications)**

The Evaluation Committee for full applications shall be the same Evaluation Committee that evaluated the first stage of the procedure (concept notes).

#### **43. Evaluation Procedure**

- (1) Applications that do not meet the eligibility criteria shall be rejected.
- (2) The Evaluation Committee may ask an applicant to provide additional information or to clarify the supporting documents.
- (3) Applications shall be evaluated in accordance with the following procedure: -
  - (a) Opening and Administrative Checks; and ‘
  - (b) Full application Evaluation
- (4) The Opening and Administrative checks shall follow the same procedure as that for the evaluation of concept notes.

#### **44. Full Application Evaluation**

- (1) Full applications that pass the opening and administrative checks shall be further evaluated on their quality, including the proposed budget and capacity of the applicants and affiliated entity (ies).
- (2) Applicants shall be evaluated based on the Evaluation grid as stated in the Guidelines to Applicants.
- (3) The quality of the full applications is assessed by the Evaluation Committee using the evaluation grid and the directions therein (**Annex E5B**) containing the selection and award criteria.
- (4) The Evaluation Committee shall make comments for each subheading on the basis of the questions and criteria used for that heading. In addition, there must always be a check of consistency between budget items and the description of the action.
- (5) The overall assessment is based on the scores obtained under each subheading.
- (6) The evaluation process must be fully documented in an evaluation report (**Annex E6B**), and signed by the members of the Evaluation Committee, prior to submission for approval by the Deputy Secretary-General.
- (7) Following the evaluation of the full application and approval by the Deputy Secretary-General, the Secretariat shall, within seven (7) days, send letters to all lead applicants (**Annex E9B**) indicating whether the application was submitted by the deadline, informing them of the reference number they have been allocated, whether the full application was evaluated and the results of that evaluation.

#### **45. Eligibility checks**

- (1)** Assessment as to eligibility is carried out using the declaration by the lead applicant, the required supporting documents and the criteria set out in the Guidelines to Applicants.
- (2)** Any missing supporting document or any inconsistency between the declaration and supporting documents is sufficient to reject the proposal. However, the Evaluation Committee may use its discretion in deciding whether the concerned applicants should be allowed to submit missing documents or correct relevant information, having regard to the principles of equal treatment and proportionality.
- (3)** Eligibility for applicants and or affiliated entities is assessed according to the criteria as set out in the Guidelines for Applicants.
- (4)** The eligibility checks may be carried out by members of the Evaluation Committee or by assessors.
- (5)** While eligibility checks are usually carried out only for provisionally selected applicants at the end of the procedure, the Evaluation Committee may decide to check eligibility at any previous step in the procedure.
- (6)** The Evaluation Committee may check and exclude applicants at any stage of the evaluation if it is obvious that an applicant does not meet the eligibility criteria.

#### **46. Evaluation Committee conclusions**

- (1)** The Evaluation Committee in the evaluation report (eligibility) must ultimately draw up a list of proposals selected for financing, indicating the scores obtained by each proposal, the requested amount of the proposed grant, and the proportion of eligible costs proposed to be financed.
- (2)** This list is made up of the proposals obtaining the best scores, ranked by order, within the limits of the funds available under the call for proposals, subject to the following considerations: -
  - (a)** The Evaluation Committee may recommend the selection of a proposal under certain conditions that should be met prior to contract signature. Any such conditions, however, should not call into question the grant award decision or be contrary to the equal treatment of applicants.
  - (b)** The Evaluation Committee may decide not to allocate all the available funds if it finds that there are too few proposals of the quality required to receive a grant. In other words, the mere availability of funds should not lead to the award of proposals that do not reach the necessary level of quality.
  - (c)** The Evaluation Committee may draw up a list by subject or geographical area according to the guidelines for applicants.

- (d) The Evaluation Committee may reject a proposal if it has selected another proposal that is of a similar nature but has been awarded a higher score.
  - (e) Where several proposals submitted by the same lead applicant (i.e. where permitted by the Guidelines to Applicants) are selected for financing, but the lead applicant does not have the financial and operational capacity required to implement all the actions together, the committee may reject the proposals that have been awarded a lower score, and select the proposals that the lead applicant has the capacity to implement.
- (3) The final evaluation report (the “eligibility” evaluation) documenting the findings of said evaluation in an evaluation report (**Annex E6C**) is drawn up and signed by the members of the Evaluation Committee prior to submission for approval by the Deputy Secretary-General.
  - (4) Following the eligibility evaluation and approval by the Deputy Secretary-General, the Secretariat shall, within seven (7) days, send letters to all lead applicants (**Annex E9C**) indicating whether or not a grant may be awarded.
  - (5) The award decision states the subject and overall amount of the decision, the approved evaluation report, and, where appropriate, the grounds for the decision by the contracting authority to depart from the recommendations made by the Evaluation Committee in the report in respect of a particular proposal.

#### 47. Complaints to the CARICOM Secretariat

An Applicant may at any stage of the procedure following notification of whether their application was successful, file a complaint in accordance with clause 21.7, Module II of the Guidelines and Procedures Manual, *mutatis mutandis*.

### CONTRACT AWARD PROCEDURES

#### 48. Contract Award

- (1) Grants shall be covered by a written agreement.
- (2) Following the decision to award a grant, the beneficiary (ies) shall be offered a contract based on the standard grant contract (**Annex G** to the Guidelines for Applicants). By signing the application form (**Annex A.1 or A.2** to the Guidelines for Applicants), the applicants agree to accept the contractual conditions of the standard grant contract.
- (3) The grant agreement shall at least include the following: -
  - (a) The subject;
  - (b) The beneficiary
  - (c) The duration, namely;
    - i. The date of its entry into force;

- ii. The starting date and the duration of the action of the financial year of the funding
  - (d) A description of the action, or, for an operating grant, of the work programme together with a description of the results expected
  - (e) The maximum amount of Secretariat funding expressed in the applicable currency, the estimated budget of the action or work programme, and the form of grant;
  - (f) The applicable law;
  - (g) Any rules for reporting, payments, and or procurement to be undertaken by the beneficiary;
  - (h) The acceptance by the beneficiary of the obligations with respect to the protection of the financial interest of the Secretariat, including any audit, investigations, inspection, or on – the – spot checks, required to be undertaken by the Secretariat; and
  - (i) The competent court or arbitration to hear disputes.
- (4) The contract preparation and signature shall follow the same procedure for that of the procurement of consultants *mutatis mutandis*, but in any event shall take place within three (3) months from the date of the notification of award.
- (5) Grant contracts may only be amended by written agreements.
- (6) An amendment to a grant contract shall not vary from the substance or any material part of the contract so as to call into question the legitimacy of the evaluation process.
- (7) Any addendum to the main grant contract shall be in a prescribed format (**Annex E10**).

#### **49. Cancelling calls for proposal procedure**

- (1) The Secretariat may decide to cancel the calls for proposal procedure at any stage, but particularly in light of the evaluation report, if:
- (1) The call for proposals has been unsuccessful, i.e. no worthwhile proposal has been received or there were no replies;
  - (2) the economic or technical data of the programme have been fundamentally altered;
  - (3) exceptional circumstances or force majeure render the normal implementation of the planned action impossible;
  - (4) there have been irregularities in the procedure, in particular where these have prevented equal treatment.

- (2) In the case where the call for proposals is cancelled the Secretariat shall, publish a notice in a conspicuous place on the website of the Secretariat and inform all applicants who were invited to submit full applications.

## **50. Publication of Award**

- (1) Once the contract has been signed, if the value of the contract is above EC 110,000, a contract award notice (using **Annex E11**) shall be prepared and published on the CARICOM Secretariat's website within seven (7) days of execution of the contract or award. This requirement may be waived –
  - (a) if the disclosure of the contract is contrary to the essential security interest of the of the CARICOM Secretariat;
  - (b) if the contract is declared secret;
  - (c) if the contract must be accompanied by special security measures;
  - (d) where the protection of the essential interests of the CARICOM Secretariat so requires; or
  - (e) for security and confidentiality reasons, such as where the publication threatens the rights and freedoms of an individual.

## **RECORD KEEPING AND DATA PROTECTION**

### **51. Records and Personal Information**

- (1) Subject to the Secretariat's rules on access to documents, written records of the entire grant award procedure must be kept confidential and kept by the Secretariat in accordance with the policy adopted on archiving.
- (2) Unsuccessful proposals have to be kept for 5 years from the submission deadline of the call.
- (3) Contractual and financial documents have to be kept for a minimum of 7 years from payment of the balance and up to the prescription date of any dispute about the law governing the contract, save and except for low-value grants where accounting records and supporting documents shall be kept for three (3) years after the payment of the balance.
- (4) During and after the periods recited above, the Secretariat will treat personal data in conformity with its Data Protection and Privacy Rules. The documents to be conserved include all the preparatory documents, the corresponding financing agreement, the originals of all applications/ proposals submitted, and any related correspondence.
- (5) Financial guarantees (originals), where applicable, must be kept in a safe place where they are protected against the risk of loss or theft up to the end of their validity period or the end of the contractual obligations.

**References: -**

1. Procurement and Grants for European Union external actions - A Practical Guide (August 2020) available at <https://ec.europa.eu/europeaid/prag/>
2. Financial Regulation applicable to the general budget of the European Union 2018. European Union 2018
3. Guidelines and Procedures Manual revised as at September 2020 – CARICOM Secretariat.

