



Contract Notice

Contract Title: Design, supply, install and configure an Employee Self-Service (ESS) Solution for the Caribbean Court of Justice (CCJ)

- 1. Contract reference no.**
TEN-05-RFP-CCJ-ESS-20230704-00097
 - 2. Procedure**
Open Tendering
 - 3. Source of Funding**
CCJ Core
 - 4. Contracting Authority**
Caribbean Court of Justice (“CCJ”)
-

CONTRACT SPECIFICATION

- 5. Nature of contract**
Global price
 - 6. Contract description**
The purpose of this tender is to invite suitable bidders to submit a proposal to design, supply, install and configure an Employee Self-Service (ESS) Solution for the Caribbean Court of Justice (CCJ).
 - 7. Number and titles of lots**
One lot only
 - 8. Maximum budget**
N/A
-

CONDITIONS OF PARTICIPATION

9. Eligibility

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

10. Candidature

All eligible natural and legal persons (as per [clause 9](#) above) or groupings of such persons (consortia) may apply. A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the CCJ.

11. Number of Proposals

No more than one (1) proposal may be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a proposal). In the event that a natural or legal person submits more than one Proposal, all Proposals in which that person has participated will be excluded.

12. Sub-contracting

See Instructions to Tenderers

PROVISIONAL TIMETABLE

13. Provisional commencement date of the contract

1st October 2023

14. Initial period of implementation of tasks

Three (3) Months

SELECTION AND AWARD CRITERIA

15. Selection criteria

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

- 1) **Financial capacity of candidate** (based on [item 3](#) of the tender submission form). In case of tenderer being a public body, equivalent information should be provided.

Criteria for legal persons:

- the average annual turnover of the tenderer must be at least equal to USD 40,000.00; and
- Current ratio (current assets/current liabilities) in the last year for which accounts

have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.

Criteria for natural persons:

- the available financial resources of the tenderer must be at least equal to USD 40,000.00; and
- The financial situation of the tenderer should not be in deficit, taken into account debts, at the beginning and end of year.

2) **Professional capacity of candidate** (based on [items 4](#) and [5](#) of the tender form)

Criteria for legal persons:

- at least two (2) professional staff who currently work for the tenderer in fields related to this contract.

Criteria for natural persons:

- is currently working/has worked during the past five (5) years as team-leader with one (1) professional collaborator in fields related to this contract.

3) **Technical capacity of candidate** (based on [items 5](#) and [6](#) of the tender form)

Criteria for legal/natural persons:

- the tenderer has provided services under **at least** two (2) contracts of at least **USD 30,000.00** each in implementing similar solutions in organisations with at least 100 staff members, within the past five (5) years prior to the submission deadline as specified in this tender.
- **Documentary evidence** of the successful/partial completion of **at least** two (2) contracts referenced above.

Previous experience which would have led to breach of contract and termination by a contracting authority shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

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

16. Award criteria

Best value for money as prescribed in the Tender documents

SUBMISSION OF PROPOSALS

17. Deadline for receipt of tenders

30th August 2023

Any tender received after this deadline will not be considered.

18. Tender format and details to be provided

Proposals must be submitted using the format of a standard template to the CCJ, using the means specified in [point 8](#) of the Instruction to Tenderers.

Proposal submitted by any other means will not be considered

19. How tenders may be submitted

Proposals must be submitted in English exclusively, to the CCJ in a sealed envelope:

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

**Facilities & Assets Supervisor
Procurement
Caribbean Court of Justice (CCJ)
134 Henry Street,
Port of Spain
Republic of Trinidad & Tobago
Tel: 1-868-623-2225
procurement@ccj.org**

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

**Facilities & Assets Supervisor
Procurement
Caribbean Court of Justice (CCJ)
134 Henry Street,
Port of Spain
Republic of Trinidad & Tobago
Tel: 1-868-623-2225
procurement@ccj.org**

- **OR** via email in a password protected pdf file to procurement@ccj.org (see [Guidance in Instructions to Tenderers](#))

The Contract title and the Contract reference number (see [item 1](#) above) must be clearly marked on the envelope containing the proposal and must always be mentioned in all subsequent correspondence with the CCJ.

Proposals submitted by any other means will not be considered.

20. Alteration or withdrawal of proposals

Contractors may alter or withdraw their proposal by written notification prior to the deadline for submission of proposals. No proposal may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with [Item 20](#). The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

21. Operational language

All written communications for this tender procedure and contract must be in: English.

22. Additional information

The opening hours of the CCJ are 0800 hrs to 1600hrs Trinidad time.



INSTRUCTIONS TO TENDERERS

REFERENCE: TEN-05-RFP-CCJ-ESS-20230704-00097

Design, Supply, Install and Configure an Employee Self-Service (ESS) Solution for the Caribbean Court of Justice (CCJ)

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Services to be provided.

The services required by the CCJ are described in the [terms of reference](#). They are set out in [Annex II](#) to the draft contract, which forms Part B of this tender dossier.

2. Timetable

	DATE	TIME*
Deadline for requesting clarification from the CCJ	11 th August 2023	4:00pm
Last date for the CCJ to issue clarification	18 th August 2023	4:00pm
Deadline for submitting tenders	30 th August 2023	4:00pm
Interviews/Presentations	TBD	10:00am
Completion date for evaluating technical offers	15 th September 2023	4:00pm
Notification of award and commencement of standstill period	22 nd September 2023	3:00pm
Contract signature	29 th September 2023	2:00pm
Start date	1 st October 2023	8:00am

* All times are in the time zone of Trinidad and Tobago

3. Participation and subcontracting

- Participation in this tender procedure is open only to the invited tenderers.
- Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the conditions mentioned in [Part E](#) of this Tender dossier.
- They may be excluded from tender procedures and contracts in accordance with [Part E](#) of this Tender.
- Tenders should be submitted by the same service provider or consortium that submitted the application form on the basis of which it was short-listed and to which the letter of invitation to tender is addressed. No change whatsoever in the

identity or composition of the tenderer is permitted unless the CCJ has given its prior approval in writing.

- e) Short-listed service providers or consortia are not allowed to form alliances with any other firms or to subcontract to each other for the purposes of this contract.
- f) Subcontracting is the only permitted form of collaboration with firms that have not been short-listed and only on condition that the tenderer explicitly states that it is the sole party that will be contractually liable. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the [Organisation and Methodology](#) and the Tender submission form. For this purpose, individual experts recruited for the project as key or non-key experts are not regarded as sub-contractors.
- g) Even if subcontracting is allowed, the short-listed candidate must intend to provide the majority of the services itself.
- h) All sub-contractors must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the sub-contractor. If any sub-contractor identified in this way does not meet the eligibility criteria, the tender shall be rejected. If the identity of the sub-contractor is not known at the time of submitting the tender, any subcontract must be awarded according to [Article 4](#) of the [General Conditions](#) of the contract.
- i) Sub-contractors cannot be in any of the exclusion situations listed in [Part E](#) of this tender dossier. Whenever requested, the successful tenderer/Consultant shall submit a declaration from the intended sub-contractor that it is not in one of the exclusion situations. In the event of doubt, the CCJ shall request documentary evidence that the sub-contractor is not in a situation of exclusion.
- j) If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its sub-contractor include mediation, according to national and international practices, as a method of dispute resolution.

4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the CCJ must be written in English. Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must include a technical offer and a financial offer, which must be submitted in separate envelopes (see [clause 8](#)). Each technical offer and financial offer must contain one original, clearly marked '**Original**', and four (4) copies, each marked '**Copy**'. Failure to fulfil the requirements in [clause 8](#) will constitute a formal error and may result in rejection of the tender.

4.1. Technical offer

The Technical offer consists of the documents listed below.

The documents listed in point 1 to point 4 must be submitted within the deadline for submitting tenders.

The documentary evidence listed in point 5 and 6 below should not be submitted within the deadline for submitting tenders. Instead, they should be prepared by tenderers and kept available for the contracting authority. At any time during the procurement procedure the contracting authority may request the documentary evidence. When requested, the tenderer should provide the documentary evidence within a short deadline. In any case, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide documentary evidence listed in points 5 and 6 listed below prior to the award of the contract.

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

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

The contract between the tenderer/consultant and its key experts shall contain a provision that it is subject to the approval of the CCJ.

 - b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
 - c) A completed **financial identification form** (see **Annex VI** to the draft contract) to indicate the bank account into which payments should be made if the tender is successful. If the tenderer has already signed another contract with the CCJ, it may provide instead a copy of the financial identification form provided on that occasion, unless it has changed in the period in – between.
 - d) The **legal entity file** and supporting documents (if the tenderer has already signed another contract with the CCJ, it may provide a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the period in - between.
- (2) **Organisation and methodology** (will become **Annex III** to the contract), to be drawn up by the tenderer using the format in **Annex III** to the draft contract.

(3) **Key experts** (to become **Annex IV** to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. **Annex IV** to the draft contract contains the templates that tenderers must use, including:

- a) a list of the names of the key experts.
- b) the CVs of each of the key experts. Each CV should be no longer than 2 pages and only one CV must be provided for each position identified in the terms of reference. Note that the CVs of non-key experts must not be submitted.

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

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

Only diplomas and documented experience will be considered.

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

(5) **To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1):** documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia), the subcontractors and the capacity providing entities are effectively established, to show that it is not in any of the exclusion situations listed in **Part E** of this tender dossier. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid or at its discretion based on a risk assessment by the CCJ. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

(6) **To be kept by the tenderer and to be provided upon request (see introductory paragraph under 4.1):** documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice. For the technical selection criteria, you will

only be requested to submit documentary evidence regarding the references that qualified you to be shortlisted. Note however that evidence of the technical selection criteria point 15 (3) bullet 2 must be submitted at the time of tender submission.

Documentary evidence submitted must be written in English, the official language of the procedure. Where the documents are not in English, a translation in English must be provided, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the CCJ upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from other contracts of the CCJ.

The electronic version of the technical offer must be included with the printed version in the separate envelope in which the technical offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter has precedence.

4.2. Financial offer

The financial offer must be presented as an amount in **USD** and must be submitted using the template for the global-price version of [Annex V](#) to Part B of this tender dossier.

The global price may be broken down by outputs if required from the terms of reference.

The pricing for the performance management element of the proposal must be submitted separately as instructed in **Annex V (Budget)**. This is necessary since while the CCJ proposes to evaluate the overall pricing, it may become necessary, due to possible budgetary constraints, to sever the performance management element of the solution, thus allowing the CCJ to compare prices related to the Employee Self Service Element of the solution only.

The electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. If there are any discrepancies between the electronic version and the original, printed version, the latter will have precedence.

Payments under this contract will be made in the currency of the tender.

5. Variant solutions

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

6. Period during which tenders are binding.

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

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

7. Additional information before the deadline for submitting tenders.

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

Tenderers may submit questions in writing to the following address up to **15 days** before the deadline for submission of tenders, specifying the publication reference and the contract title:

**Facilities & Assets Supervisor
Procurement
Caribbean Court of Justice (CCJ)
134 Henry Street,
Port of Spain
Republic of Trinidad & Tobago
Tel: 1-868-623-2225
procurement@ccj.org**

The CCJ has no obligation to provide clarification after this date.

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

Any clarification of the RFP will be communicated simultaneously in writing to all tenderers at the latest, the 11th calendar day before the deadline for submitting tenders.

No information meeting is planned.

No site visit is foreseen.

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

8. Submission of tenders

Tenders must be delivered for receipt on or before the **30th August 2023 by 4:00pm** (Trinidad and Tobago time). They must include the requested documents in [clause 4](#) above and be sent:

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

Facilities & Assets Supervisor
Procurement
Caribbean Court of Justice (CCJ)
134 Henry Street,
Port of Spain
Republic of Trinidad & Tobago
Tel: 1-868-623-2225
procurement@ccj.org
- **OR** hand delivered (including courier services) directly to the CCJ Head Office in return for a signed and dated receipt to:

Facilities & Assets Supervisor
Procurement
Caribbean Court of Justice (CCJ)
134 Henry Street,
Port of Spain
Republic of Trinidad & Tobago
Tel: 1-868-623-2225
procurement@ccj.org

- **OR via email** in a password protected pdf file to procurement@ccj.org subject to:
 - (i) The Technical and Financial proposal must be submitted in two (2) separate single pdf files, free of viruses and not corrupted.
 - (ii) Each single pdf file must be password encrypted.
 - (iii) The passwords must **not** be submitted with the tender. Prior to the tender opening, a request will be made for password for the technical proposal only, from all those who would have submitted tenders.
 - (iv) Only if the technical proposal is deemed compliant in accordance with the technical evaluation shall the password for the financial proposal be requested.
 - (v) Any submission of the Technical or Financial proposals that are not password protected shall be disqualified.
 - (vi) Any submission of the technical proposal in the same pdf file as the financial proposal shall be disqualified.
 - (vii) The time of receipt of the electronic transmission shall be recorded electronically on the transmission as it is received. It is the responsibility of the Tenderer to ensure that the submission has been received by the CCJ.
 - (viii) The CCJ will usually acknowledge receipt of the electronic tender submission.
 - (ix) The deadline date and time for submission shall be Trinidad and Tobago time.
 - (x) A tenderer sending an email is responsible for ensuring that the transmission of any document attached to it is received before the tender submission deadline.

- (xi) Wherever possible, pdf documents must be converted to pdf from their original electronic version rather than scanned as images. Where documents are only available in hard copy and must be scanned, the resultant pdf files should, where the quality of the scan allows, be subjected to the process of optical character recognition (OCR). This is to enable the document to be text searchable.
- (xii) Each pdf file MUST be numbered in ascending order throughout regardless of whether multiple documents have been combined together (bates numbering recommended).
- (xiii) The default display view size on all pages must be 100%.
- (xiv) Text on all pages must be in a format that will allow comments and highlights to be imposed on the text.
- (xv) The pdf files should be optimized to reduce the size of the file.
- (xvi) The resolution on the electronic submission must be reduced to about 200 to 300 dpi to prevent delays whilst scrolling from one page to another.
- (xvii) Each pdf file must be bookmarked so as to identify the document to which each refers. The bookmark should have the same name or title as the actual document.
- (xviii) Each document submitted together with the Tender submission form must be **hyperlinked** to the pages or documents in the same pdf document to which it refers to permit easy access in a virtual environment to key documents required for the submission.

Tenders submitted by any other means will not be considered.

Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A — Technical offer**' and the other '**Envelope B — Financial offer**'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the tender submission form, statements of exclusivity and availability of the key experts and declarations).

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

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above.
the reference code of the tender procedure:
- b) the words 'Not to be opened before the tender-opening session' and equivalent phrase in local language.
- c) the name of the tenderer.

The pages of the technical and financial offers must be numbered consecutively.

9. Amending or withdrawing tenders

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

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with [Clause 8](#). The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

10. Costs for preparing tenders.

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

11. Ownership of tenders

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

12. Evaluation of tenders

Only Tenderers who have met the selection criteria as specified in the contract notice shall be considered for further evaluation.

If more than 8 eligible candidates meet the above selection criteria, the relative strengths and weaknesses of the applications of these candidates will be re-examined in order to rank their applications and identify the 6 best applications for further evaluation. The only additional comparative criteria in the contract notice that which will be taken into consideration during this re-examination, in the order in which they appear below, are:

- the highest number of projects that meet criterion 15 (3)
- the highest cumulated value of the projects that meet criterion 15 (3)

12.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the [evaluation grid](#) in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the terms of reference.

12.1.1. Interviews

Interviews and or presentations may be required from prospective tenderers.

12.2. Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e.

those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

12.3. Choice of selected tenderer

The best price-quality ratio is established by dividing the price proposed with the technical quality to obtain a price per quality point. Price proposal shall be evaluated for only those tenders that are technically compliant using the formula:

Eg.

Tenderer A : - Technical Score 80, Price proposed = USD 800 P/Q ratio = $800/80 = \text{USD } 10$ per point

Tenderer B : - Technical Score 75 Price proposed = USD 750 Price proposed = USD 700. P/Q ratio= $700/75 = \text{USD } 9.33$ per quality point.

Tenderer B is winner since it has a lower price per quality point of USD 9.33 compared to USD 10

12.4. Confidentiality

The entire evaluation procedure is confidential. The evaluation committee's decisions are collective, and its deliberations are held in closed session. The members of the evaluation committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the CCJ's Internal Audit Unit, or any other agents approved by the CCJ.

13. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the CCJ during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- b) The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The CCJ 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 CCJ.
- d) Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified,

or commissions paid to a company which has every appearance of being a front company.

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

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

14. Signature of contract(s)

14.1. Notification of award

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

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

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

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

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

Should the contracting authority learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the contracting authority may decide to terminate the contract based on [article 35](#) of the general conditions.

The tenderer may also be subject to administrative and financial penalties foreseen in [article 10](#) of the general conditions of service contracts. Furthermore, it may lead to a tenderer's /contractor's exclusion from other contracts of the CCJ.

14.2. Signature of the contract(s)

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

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

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained, by electronic means or standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender and their right to challenge the award during the standstill period. The second-best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second-best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The CCJ will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

The corresponding contract award notice will be published on the website <https://ccj.org>.

15. Cancellation of the tender procedure

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

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively, or financially acceptable tender has been received or there is no valid response at all.
- there are fundamental changes to the economic or technical data of the project.
- exceptional circumstances or force majeure render normal performance of the contract impossible.
- all technically acceptable tenders exceed the financial resources available.
- there have been irregularities in the procedure if they have prevented fair competition.
- the award is not in compliance with sound financial management, i.e., does not respect the principles of economy, efficiency, and effectiveness (e.g., the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate regarding the price of the market).

In no event shall the CCJ 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 CCJ has been advised of the possibility of damages. The

publication of a contract notice does not commit the CCJ to implement the programme or project announced.

16. Standstill Period

N/A

17. Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the [Data Protection and Privacy Rules](#) of the CCJ and with the provisions of the respective financing agreement.

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

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

SERVICE CONTRACT

The **CARIBBEAN COURT OF JUSTICE** with its headquarters located at 134 Henry Street, Port of Spain, in the Republic of Trinidad and Tobago ('the CCJ'),

of the one part,

and

<Full official name of the contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>],³

('the contractor')

of the other part,

have agreed as follows:

DESIGN, SUPPLY, INSTALL AND CONFIGURE AN EMPLOYEE SELF-SERVICE (ESS) SOLUTION FOR THE CARIBBEAN COURT OF JUSTICE (CCJ)

Ref #: (Insert Ref No)

(1) Subject

- 1.1 The subject of this contract is a **Design, supply, install and configure an Employee Self-Service (ESS) Solution for the Caribbean Court of Justice (CCJ)** with identification number **CCJ/CCJ 2022120001** ('the services').
- 1.2 The Contractor shall execute the tasks assigned to it in accordance with the Terms of Reference annexed to the Contract (Annex II).

(2) Contract value

This Contract, established in **USD**, is a global price contract. The maximum contract value is **USD**

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement.

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

- the Special Conditions
- the General Conditions (Annex I);
- the Terms of Reference including clarification(s) before the deadline for submitting tenders and minutes of the information meeting/site visit (Annex II)
- the Organisation and methodology including clarification from the tenderer provided during tender evaluation (Annex III);
- Key experts (Annex IV)
- Budget: breakdown (Annex V);
- specified forms and other relevant documents (Annex VI);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the Contractor and the CCJ shall be English.

For the Contractor

For the Client

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Other clauses can be indicated to cover particular situations, these must be mutually agreed by the Client and the Contractor.

Article 2 Communications

2.1 During the implementation of the contract all official communication shall be done in writing through e-mail, letter or fax and shall be directed to the following addresses:

On the behalf of the CCJ

[Insert name, title, etc]
c/o Caribbean Court of Justice
134 Henry Street
Port of Spain
The Republic of Trinidad & Tobago

On the behalf of the Contractor:

[Insert name, title, etc]

Article 4 Subcontracting

4.9 In the selection of subcontractor and/or other independent Contractors, consideration shall be given to natural persons, companies or firms established in Member States of the Caribbean Community capable of implementing the tasks required on similar terms.

Article 18 Implementation of the tasks and delays

18.1 The start date for implementation shall be the date of signature of the contract by both parties.

18.2 The period for implementing the tasks is three (3) months from the start date.

Article 25 Interim and Final Reports

The Contractor shall submit progress reports as specified in its Organisation and Methodology.

Article 26 Approval of Reports and Documents

26.5 The CCJ shall, within fourteen (14) days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the CCJ does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the CCJ if it does not expressly inform the Contractor of any comments within 14 days of the receipt of the documents or reports.

Article 28 Payments

28.1 Payments shall be made in accordance with the following:

Global- Price

Description of services	Amount (USD)

The interim and final payments to the Contractor of the amounts due shall be made within thirty (30) days following acceptance of the deliverable/ approval of the reports in accordance with Article 26 of the General Conditions, after receipt by the Client of an admissible invoice.

28.4 Payments shall be made in USD in accordance with Articles 19.6 and 28.3 of the General Conditions into the bank account notified by the Contractor to the CCJ.

Article 39 Settlement of disputes

39.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be settled by:

1. An Arbitration Committee in accordance with the following;
Each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third who shall act as Chairperson. If, within thirty (30) days of the request for arbitration, either party fails or refuses to appoint an arbitrator, or if within fifteen (15) days of the appointment of the two arbitrators, the third arbitrator has not been appointed, either party may request the President of the Caribbean Development Bank to appoint an arbitrator. The parties agree that any decision rendered by the arbitrators shall be accepted as the final adjudication of the dispute.

Article 41 Data Protection

41.1 Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the Data Protection and Privacy Rules of the CCJ and with the provisions of the respective financing agreement.

To the extent that the contract covers an action financed by a third-party funding agency, the CCJ may share communications related to the implementation of the contract, with the funding agency. These exchanges shall be made to the agency, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures, and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in

the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the third-party funding agency.

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

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PRELIMINARY PROVISIONS

ARTICLE 1. DEFINITIONS

- 1.1. The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. **The word “country”** shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

ARTICLE 2. COMMUNICATION

- 2.1. Unless otherwise specified in the Special Conditions, any written communication relating to this contract between the CCJ or the Project Manager, and the Contractor shall state the contract title and identification number, and shall be sent by post, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the Special Conditions.
- 2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words 'notify', 'consent', 'certify', 'approve' or 'decide' shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

ARTICLE 3. ASSIGNMENT

- 3.1. An assignment shall be valid only if it is a written agreement by which the Contractor transfers its contract or part thereof to a third party.
- 3.2. The Contractor shall not, without the prior consent of the CCJ assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - (a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the contract; or
 - (b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.
- 3.3. For the purpose of article 3.2, the approval of an assignment by the CCJ shall not relieve the Contractor of its obligations for the part of the contract already performed or the part not assigned.
- 3.4. If the Contractor has assigned the contract without authorisation, the CCJ may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the Request for Proposal (RFP).

ARTICLE 4.SUBCONTRACTING

- 4.1. A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of the contract to a third party. For this purpose, individual experts recruited for the project as key or non-key experts are not regarded as sub-contractors.
- 4.2. The Contractor shall request the CCJ for the authorization to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractor. The CCJ shall notify the Contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorization.
- 4.3. No subcontract creates contractual relations between any subcontractor and the CCJ.
- 4.4. The Contractor shall be responsible for the acts, defaults and negligence of its subcontractor and its experts, agents or employees, as if they were the acts, defaults or negligence of the Contractor, its experts, agents or employees. The approval by the CCJ of the sub-contracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the Contractor of any of its obligations under the contract.
- 4.5. If a subcontractor is found by the CCJ or the Project Manager to be incompetent in discharging its duties, the CCJ or the Project Manager may request the Contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the CCJ as a replacement, or to resume the implementation of the tasks itself.
- 4.6. subcontractor shall satisfy the eligibility criteria applicable to the award of the contract and they shall not fall under the exclusion criteria described in the RFP.
- 4.7. Those services entrusted to a subcontractor by the Contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the CCJ.
- 4.8. If the Contractor enters into a subcontract without approval, the CCJ may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

OBLIGATIONS OF THE CCJ

ARTICLE 5.SUPPLY OF INFORMATION

- 5.1. The CCJ shall supply the Contractor promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the CCJ at the end of the period of implementation of the tasks.
- 5.2. The CCJ shall co-operate with the Contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The CCJ shall give notification to the Contractor of the name and address of the Project Manager.

ARTICLE 6.ASSISTANCE WITH LOCAL REGULATIONS

- 6.1. The Contractor may request the assistance of the CCJ in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the Contractor in the performance of its obligations under the contract. The CCJ may provide the assistance requested to the Contractor at the Contractor's cost.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the CCJ provides reasonable assistance to the Contractor, at its request, for its application for any visas and permits required by the law of the Country in which the services are rendered, including work and residence permits, for the personnel whose services the Contractor and the CCJ consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

ARTICLE 7. GENERAL OBLIGATIONS

- 7.1. The Contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The Contractor shall comply with any administrative orders given by the Project Manager. Where the Contractor considers that the requirements of an administrative order go beyond the authority of the Project Manager or of the scope of the contract he shall, give notice, with reasons, to the Project Manager. If the Contractor fails to notify within the 30 day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. The Contractor shall supply, without delay, any information and documents to the CCJ upon request, regarding the conditions in which the contract is being executed.
- 7.4. The Contractor shall respect and abide by all laws and regulations in force in the beneficiary country and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the CCJ against any claims and proceedings arising from any infringement by the Contractor, its employees and their dependants of such laws and regulations.
- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the Contractor shall immediately and at its own initiative record it and report it to the CCJ. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the CCJ. The Contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the CCJ, except where the CCJ declares the contract to be confidential.
- 7.7. If the Contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfill the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the CCJ. Any alteration of the composition of the consortium without the prior consent of the CCJ may result in the termination of the contract.
- 7.8. The Contractor shall take the necessary measures to ensure that the financial contribution of CCJ or any of its International Development Partners (IDPs) is given adequate publicity. These measures shall comply with the applicable rules and communication policies of the CCJ or IDPs.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets boarding passes or transport tickets or receipts, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the CCJ may, without formal notice thereof, apply as of right, the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 8. CODE OF CONDUCT

- 8.1. The Contractor shall at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making

any public statements concerning the project or the services without the prior approval of the CCJ. It shall not commit the CCJ in any way whatsoever without its prior consent and shall make this obligation clear to third parties.

- 8.2. The Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the services have to be rendered.
- 8.3. The Contractor shall respect internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The Contractor or any of its subcontractors, agents or personnel shall not abuse its entrusted power for private gain. The Contractor or any of its subcontractor, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The Contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified, or commission paid to a company which has every appearance of being a front company. The CCJ may carry out documentary or on-the-spot-checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

ARTICLE 9. CONFLICT OF INTEREST

- 9.1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the contract shall be notified to the CCJ without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.
- 9.2. The CCJ reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the Contractor shall replace, immediately and without compensation from the CCJ any member of its staff exposed to such a situation.
- 9.3. The Contractor shall refrain from any contact which would compromise its independence or that of its personnel.
- 9.4. The Contractor shall limit its role in connection with the project to the provision of the services described in the contract.
- 9.5. The Contractor and anyone working under its authority or control in the performance of the contract or on any other activity shall be excluded from access to funds available under the same project. However, the Contractor may participate after approval of the CCJ if it the Contractor is able to prove that its involvement in previous stages of the project does not constitute unfair competition.
- 9.6. Civil servants and other staff of the public administration of any Member State of the Community where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless prior approval has been granted by the CCJ, and evidence is provided that the officer is on official leave.

ARTICLE 10. ADMINISTRATIVE

- 10.1. Without prejudice to the application of other remedies laid down in the contract, a Contractor who has made false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations may be excluded from all contracts and grants of the CCJ for a maximum of five years from the date on which the infringement is committed. The period may be increased to ten years in the event of a repeat offence within five years of the first infringement.

ARTICLE 11. SPECIFICATIONS AND DESIGNS

- 11.1. The Contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the CCJ and taking into account the latest design criteria.
- 11.2. The Contractor shall 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.

ARTICLE 12. INDEMNIFICATION

- 12.1. At its own expense, the Contractor shall indemnify, protect and defend, the CCJ its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Contractor in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.
- 12.2. At its own expense, the Contractor shall indemnify, protect and defend the CCJ its agents and employees, from and against all actions, claims, losses or damages arising out of the Contractor's performance of the contract provided that:
- a) the Contractor is notified of such actions, claims, losses or damages not later than 30 days after the CCJ becomes aware of them;
 - b) the ceiling on the Contractor's liability to the CCJ shall be limited to an amount equal to the contract value, and such ceiling shall not apply to any losses or damages caused to third parties by the Contractor or by the Contractor's willful misconduct.
 - c) the **Contractor's** liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.
- 12.3. At its own expense, the Contractor shall, upon request of the CCJ remedy any defect in the performance of the services in the event of the Contractor's failure to perform its obligations under the contract.
- 12.4. The Contractor shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the CCJ omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Contractor, or requiring the Contractor to implement a decision or recommendation with which the Contractor disagrees or on which it expresses a serious reservation; or
 - b) the improper execution of the Contractor's instructions by agents, employees or independent Contractors of the CCJ .
- 12.5. The Contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract.

ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS

- 13.1. The CCJ may request the Contractor and/or its personnel performing the services to undergo a

- medical examination by a qualified medical practitioner before leaving their usual place of residence and the Contractor shall as soon as is practicable furnish the CCJ with a medical certificate indicating whether or not the experts are fit to implement the required services.
- 13.2. For the period of implementation of the tasks, the Contractor shall prove that itself and other persons employed or Contracted by it under the contract are covered by a medical insurance. The CCJ shall be under no liability in respect of the medical expenses of the Contractor.
- 13.3. Within 20 days of signing the contract, the Contractor shall take out and maintain a full indemnity insurance policy for a sum up to the higher of the maximum amount foreseen by the legislation of the beneficiary country and the amount foreseen by the legislation of the country in which the Contractor has its headquarters and covering, during the period of implementation of the tasks, the following aspects:
- (a) the Contractor's liability in respect of sickness or industrial accident affecting its employees, including the cost of repatriation on health grounds;
 - (b) loss of, or damage to, the CCJ (CCJ's) equipment used to perform the contract;
 - (c) civil liability in the event of accidents caused to third parties or to the CCJ and any employee of that Authority arising out of the performance of the contract.
 - (d) accidental death or permanent disability resulting from bodily injury incurred in connection with the contract; and
- 13.4. The Contractor shall also insure the personal effects of its employees, experts and their families located in the beneficiary country against loss or damage.
- 13.5. The Contractor shall furnish proof of the insurance policy and of regular payment of premiums without delay whenever required to do so by the CCJ or the Project Manager.
- 13.6. The Contractor shall put in place security measures for its employees, experts and their families located in the beneficiary country commensurate with the physical danger facing them.
- 13.7. The Contractor will also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the beneficiary country are exposed and for keeping the CCJ informed of the situation. In the event that the CCJ or the Contractor shall become aware of an imminent threat of danger to the life or health of any of its employees, experts or their families, the Contractor may take immediate action to remove the individuals concerned to safety. If the Contractor takes such action, this must be communicated immediately to the Project Manager and may lead to suspension of the contract in accordance with Article 35.

ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 14.1. A "result" shall be any outcome of the implementation of the contract and provided as such by the Contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the CCJ from the moment these results or rights are delivered to it and accepted by it. The CCJ may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the CCJ.
- 14.4. The above vesting of rights in the CCJ under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the CCJ and the Contractor.
- 14.5. The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the CCJ . If the CCJ so requires,

the Contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).

- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the Contracting Authority unless otherwise specified. The Contractor shall, upon completion of the contract, deliver all such documents and data to the CCJ . The Contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the CCJ .
- 14.7. The Contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the Contractor in the course of the contract for purposes other than its performance, without the prior consent of the CCJ .
- 14.8. By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The Contractor shall indemnify and hold the CCJ harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the CCJ use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the CCJ .

NATURE OF THE SERVICES

ARTICLE 15. THE SCOPE OF THE SERVICES

- 15.1. The scope of the services is specified in Annex II –Terms of Reference.
- 15.2. Where the contract is for an advisory function for the benefit of the CCJ and/or Project Manager in respect of all the technical aspects of the project which may arise out of its implementation, the Contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the Contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the Project Manager's authority.
- 15.4. If the Contractor is required to prepare a RFP, the RFP shall contain all documents necessary for soliciting suitable Contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The CCJ shall provide the Contractor with the information necessary for drawing up the administrative part of the RFP.

ARTICLE 16. PERSONNEL AND EQUIPMENT

- 16.1. Where key experts are required, the Contractor must inform the CCJ of all personnel which the Contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II shall specify the minimum level of training, qualifications and experience of the personnel and, where appropriate, the specialisation required. The CCJ shall have the right to oppose the Contractor's choice of personnel.
- 16.2. All those working on the project with the approval of the CCJ shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the Contractor by the CCJ or the Project Manager.
- 16.3. The Contractor shall adopt all measures necessary to provide and continue to provide its staff with the equipment and backup required to enable them to carry out their specified duties efficiently.

- 16.4. No recruitment of an expert by the Contractor can create contractual relations between the expert and the CCJ .

ARTICLE 17. REPLACEMENT OF PERSONNEL

- 17.1. The Contractor shall not make changes to the agreed personnel without the prior approval of the CCJ . The Contractor must on its own initiative propose a replacement in the following cases:
- (a) In the event of death, in the event of illness or in the event of accident of an agreed personnel;
 - (b) If it becomes necessary to replace an agreed personnel for any other reasons beyond the Contractor's control (e.g. resignation, etc.).
- 17.2. Moreover, in the course of performance, and on the basis of a written and justified request to which the Contractor shall provide its own and the agreed personnel's observations, the CCJ can order an agreed personnel to be replaced.
- 17.3. Where an agreed personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed personnel who has been replaced. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience, the CCJ may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.
- 17.4. Additional costs incurred by the replacement of an agreed personnel are the responsibility of the Contractor. The CCJ makes no payment for the period when the agreed personnel to be replaced is absent. The replacement of any agreed personnel, whose name is listed in Annex IV of the contract, must be proposed by the Contractor within 14 calendar days from the first day of the agreed personnel's absence. If after this period the Contractor fails to propose a replacement in accordance with Article 17.3 above, the CCJ may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The CCJ must approve or reject the proposed replacement within 30 days.

PERFORMANCE OF THE CONTRACT

ARTICLE 18. IMPLEMENTATION OF THE TASKS AND DELAYS

- 18.1. The Special Conditions specifies the date on which implementation of the tasks is to commence.
- 18.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the Special Conditions, without prejudice to extensions of the period which may be granted.
- 18.3. If the Contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the CCJ shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.
- 18.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.
- 18.5. If the CCJ has become entitled to claim 15% of the contract value, it may, after giving notice to the Contractor:
- (a) terminate the contract, and;
 - (b) enter into a contract with a third party to complete the services, at the Contractor's cost.

ARTICLE 19. AMENDMENT TO THE CONTRACT

- 19.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed personnel (the Curriculum Vitae of which is part of the contract) or change of the period of implementation, shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:
- (a) An addendum for amendment may be requested only during the period of implementation of the contract;
 - (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the Contractor, the CCJ may accept a different notice period.
 - (c) Any proposed financial adjustment shall be determined using the contractual fee rates when the tasks are similar, or when the tasks are not similar, the contractual fee rates shall be applied when reasonable.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

- 19.2. Additionally, the Project Manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object, scope or amount. Such contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services.

Prior to the issuance of any administrative order, the Project Manager shall notify the Contractor of the nature and the form of the proposed amendment.

The Contractor shall then, without delay, submit to the Project Manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,

Following receipt of the Contractor's proposal, the Project Manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the Project Manager decides that the amendment shall be carried out, it shall notify the Contractor through an administrative order stating that the Contractor shall carry out the amendment, under the conditions given in the Contractor's proposal or as modified by the Project Manager in agreement with the Contractor.

On receipt of the administrative order, the Contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.

Administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the Incidental Expenditures, within the limits of Article 19.3. For Global price contracts, administrative orders cannot have an impact on the contractual budget.

- 19.3. No amendment either by means of addendum or through administrative order shall change the award conditions prevailing at the time the contract was awarded.
- 19.4. Any amendment carried out by the Contractor without an administrative order or without an addendum to the contract is not allowed and made at the Contractor's own financial risk.
- 19.5. Where an amendment is required by a default or breach of contract by the Contractor, any additional cost attributable to such amendment shall be borne by the Contractor.

- 19.6. The Contractor shall notify the CCJ of any change of address and bank account. The CCJ shall have the right to oppose the Contractor's change of bank account.

ARTICLE 20. WORKING HOURS

- 20.1. The days and hours of work of the Contractor or the Contractor's personnel shall respect the laws, regulations and customs of Member States of CCJ.

ARTICLE 21. LEAVE ENTITLEMENT

- 21.1. Where applicable annual leave shall be taken during the period of implementation of the tasks at a time approved by the CCJ .
- 21.2. Where applicable fee rates are deemed to take into account the annual leave of up to 2 months for the Contractor's personnel during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 21.3. The Contractor's personnel shall not be entitled to either sick or casual leave provided, however, that the CCJ may, at its sole discretion whether for compassionate reasons or otherwise, allow the Contractor's personnel to take unpaid leave during the period of implementation of the tasks.

ARTICLE 22. INFORMATION

- 22.1. The Contractor shall provide any information relating to the services and the project to the Project Manager or any person authorised by the CCJ .
- 22.2. The Contractor shall allow the Project Manager or any person authorised by the CCJ or the CCJ itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

ARTICLE 23. RECORDS

- 23.1. The Contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services.
- 23.2. Where applicable, records of the number of working days (or the number of hours) worked by the Contractor's personnel shall be maintained by the Contractor. Such records shall be compiled on a monthly basis by the Contractor's **personnel and** shall be confirmed by the Contractor and verified or otherwise confirmed by the Project Manager or any person authorised by the CCJ . The amounts invoiced by the Contractor must correspond to these records. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 23.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including record of days worked, boarding passes and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for reimbursable expenses. Failure to maintain such records constitutes a breach of contract and may result in the termination of the contract.

ARTICLE 24. VERIFICATIONS, CHECKS AND AUDITS BY CCJ

- 24.1. The Contractor shall allow the CCJ or any person authorized by the CCJ to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of original documents, the implementation of the contract. In order to carry out these verifications

and audits, the CCJ or any person(s) duly appointed by the CCJ shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the contract. The Contractor shall ensure that on-the-spot access is available at all reasonable times, notably at the Contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The Contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.

- 24.2. Furthermore, the Contractor shall allow the CCJ or any person(s) duly appointed by the CCJ to carry out checks and verification on the spot.
- 24.3. To this end, the Contractor undertakes to give appropriate access to staff or agents of the CCJ to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the CCJ shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The Contractor shall inform the CCJ of their precise location.
- 24.4. The Contractor guarantees that the rights of the CCJ to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from the contract.

ARTICLE 25. INTERIM AND FINAL REPORTS

- 25.1. Unless otherwise provided in the Terms of Reference, the Contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the Contractor by the Project Manager during the period of implementation of the tasks.
- 25.2. All invoices must be accompanied by an interim or final report, or where applicable, specific deliverables. Where applicable, invoices must also be accompanied by an up to date financial report. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.
- 25.3. Immediately prior to the end of the period of implementation of the tasks, the Contractor shall draw up a draft final report, which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.
- 25.4. This final report shall be forwarded to the Project Manager not later than 30 days after the end of the period of implementation of the tasks, and certainly before the end of the execution period of the financing agreement. Such report shall not bind the CCJ.
- 25.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final report by the Contractor.
- 25.6. Interim and final progress reports are covered by the provisions of Article 14.

ARTICLE 26. APPROVAL OF REPORTS, DOCUMENTS OR OTHER DELIVERABLES

- 26.1. The approval/acceptance by the CCJ of reports, documents or other deliverables forwarded by the Contractor shall certify that they comply with the terms of the contract.
- 26.2. Where reports, documents or other deliverables are approved by the CCJ subject to amendments to be made by the Contractor, the CCJ shall prescribe a period for making the amendments requested.
- 26.3. Where the final report or deliverable is not approved, the dispute settlement procedure is automatically invoked.
- 26.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the CCJ of the preceding phase except where the phases are carried out

concurrently.

- 26.5. The CCJ time limit for accepting reports, documents or other deliverables shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the Special Conditions.

PAYMENTS & DEBT RECOVERY

ARTICLE 27. EXPENDITURE VERIFICATION

- 27.1. Before payments are made for fee-based contracts the CCJ must examine and verify the invoices and the financial reports submitted by the Contractor.
- 27.2. The CCJ must be satisfied that relevant, reliable and sufficient evidence exists that:
- (a) the experts employed by the Contractor for the contract have been working as evidenced by relevant information and records verified by the Project Manager (for the number of days claimed in the Contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
 - (b) the amounts claimed as reimbursable expenses have actually and necessarily been incurred by the Contractor in accordance with the requirements of the terms of reference of the contract.
- 27.3. No expenditure verification report is required for Global price contracts.

ARTICLE 28. PAYMENTS

- 28.1. Payments will be made in accordance with one of the options below, as identified in the Special Conditions.

Option 1: Fee-based

The CCJ will make payments to the Contractor in the following manner:

1. A first advance payment if requested by the Contractor, of an amount up to maximum 20% of the maximum contract value stated in Article 3 of the contract, within 30 days of receipt by the CCJ of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30.
2. Interim payments, as indicated in the Special Conditions, within 45 days of the Contracting Authority receiving an invoice accompanied by an interim progress report and financial report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of verification. When 80 % of the maximum contract value stated in Article 3 of the contract has been paid (advance and interim payments) the amounts due to the Contractor shall be deducted from the advance payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in Article 3 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in Article 3 of the contract, after deduction of the amounts already paid, within 90 days of the CCJ receiving a final invoice accompanied by the final progress report and a final financial report, subject to approval of those reports in accordance with Article 27.

Option 2- Global Price

The CCJ will make payments to the Contractor in the following manner:

1. A first advance payment, if requested by the Contractor, of an amount up to maximum 20%

of the maximum contract value stated in Article 3 of the contract, within 30 days of receipt by the CCJ of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30.

2. The balance of the contract value stated in Article 3 of the contract on submission and acceptance of the contract deliverable(s) accompanied by relevant invoices, based on the agreed timelines, and subject to the approval of the CCJ , in accordance with Article 27.
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- 28.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without prejudice to Article 36.2, the CCJ may halt the countdown towards this deadline for any part of the invoiced amount disputed by the Project Manager by notifying the Contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the CCJ thinks it necessary to conduct further checks. In such cases, the CCJ shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the CCJ . If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.
 - 28.3. Payments due by the CCJ shall be made into the bank account mentioned on the financial identification form completed by the Contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.
 - 28.4. Payments shall be made in the currency of the contract as specified in the Special Conditions. The Special Conditions shall lay down the administrative or technical conditions governing payments of advance, interim and/or final payments made in accordance with the General Conditions.
 - 28.5. For contracts using option 1, as per Article 29.1, invoices shall be accompanied by copies of supporting documents referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.
 - 28.6. Payment of the final balance shall be subject to performance by the Contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the CCJ of the final phase or part of the services. Final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Contractor and approved as satisfactory by the CCJ .
 - 28.7. The payment obligations of the CCJ under the contract shall cease at, at the end of the period of implementation of the tasks and at the latest at the end of the execution period of the project, unless the contract is terminated in accordance with these General Conditions.
 - 28.8. Prior to, or instead of, terminating the contract as provided for in Article 36, the CCJ may suspend payments as a precautionary measure without prior notice.
 - 28.9. Where the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud attributable to the Contractor, the CCJ may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, refuse to make payments and/or recover amounts already paid, in proportion to the seriousness of the errors irregularities or fraud.
 - 28.9. If the contract is terminated for any reason whatsoever, the guarantee securing the advance may be invoked forthwith in order to repay the balance of the advance payment still owed by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

ARTICLE 29. FINANCIAL GUARANTEE

291. Unless otherwise provided for in the Special Conditions, the Contractor shall provide a financial guarantee for the full amount of the advance payment. The financial guarantee shall be in the format

provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the CCJ . If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the CCJ . This financial guarantee shall remain valid until it is released by the CCJ in accordance with Article 30.5 or Article 30.6, as appropriate. Where the Contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.

- 29.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 29.3. Should the financial guarantee cease to be valid and the Contractor fail to re-validate it, either a deduction equal to the amount of the advance may be made by the CCJ from future payments due to the Contractor under the contract, or the CCJ shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the CCJ may terminate the contract.
- 29.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the CCJ by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 29.5. The financial guarantee shall be released only once the related advance has been cleared, in accordance with Article 29.1.
- 29.6. For contracts under option 2 of Article 29.1, the financial guarantee shall remain in force until the final payment has been made.

ARTICLE 30. RECOVERY OF DEBTS FROM THE CONTRACTOR

- 30.1. The Contractor undertakes to repay any amounts paid in excess of the final amount due to the CCJ before the deadline indicated in the debit note which is 45 days from the issuing of that note.
- 30.2. Should the Contractor fail to make repayment within the above deadline; the CCJ may increase the amounts due by adding interest at the discount rate applied by the central bank of the country of the CCJ ; if payments are in the currency of that country, on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.
- 30.3. Amounts to be repaid to the CCJ may be offset against amounts of any kind due to the Contractor. This shall not affect the party's right to agree on payment in installments.
- 30.4. Bank charges arising from the repayment of amounts due to the CCJ shall be borne entirely by the Contractor.

ARTICLE 31. REVISION OF PRICES

- 31.1. Unless otherwise stipulated in the Special Conditions, the contract shall be at fixed prices, which shall not be revised.

ARTICLE 32. PAYMENT TO THIRD PARTIES

- 32.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the CCJ .
- 32.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.
- 32.3. In the event of a legally binding attachment of the property of the Contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the CCJ shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

BREACH OF CONTRACT, SUSPENSION AND TERMINATION

ARTICLE 33. BREACH OF CONTRACT

- 33.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 33.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
 - a) damages; and/or
 - b) termination of the contract.
- 33.3. Damages may be either:
 - a) general damages; or
 - b) liquidated damages.
- 33.4. Should the Contractor fail to perform any of its obligations in accordance with the provisions of the contract, the CCJ is without prejudice to its right under article 34.2, also entitled to the following remedies:
 - a) suspension of payments; and/or
 - b) reduction or recovery of payments in proportion to the failure's extent.
- 33.5. Where the CCJ is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.
- 35.6. The CCJ shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

ARTICLE 34. SUSPENSION OF THE CONTRACT

- 34.1. The Contractor shall, on the order of the CCJ, suspend the execution of the contract or any part thereof for such time or times and in such manner as the CCJ may consider necessary. The suspension shall take effect on the day the Contractor receives the order or at a later date when the order so provides.
- 34.2. Suspension of the contract in the event of presumed substantial errors or irregularities or fraud: The contract may be suspended in order to verify whether presumed substantial errors or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 34.3. During the period of suspension, the Contractor shall take such protective measures as may be necessary.
- 34.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:
 - a) otherwise provided for in the contract; or
 - b) such suspension is necessary by reason of some breach or default of the Contractor;
or
 - c) the presumed substantial errors or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the Contractor.
- 34.5. The Contractor shall only be entitled to such additions to the contract price if it notifies the Project Manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.
- 34.6. The Contracting Authority, after consulting the Contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the Contractor in respect of such claim as shall, in the opinion of the CCJ be fair and reasonable.

- 34.7. The CCJ shall, as soon as possible, order the Contractor to resume the contract suspended or inform the Contractor that it terminates the contract. If the period of suspension exceeds 180 days and the suspension is not due to the Contractor's breach or default, the Contractor may, by notice to the CCJ request to proceed with the contract within 30 days, or terminate the contract.

ARTICLE 35. TERMINATION BY THE CCJ

- 35.1. The CCJ may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.
- 35.2. Subject to any other provision of these General Conditions the CCJ may, after giving seven days' notice to the Contractor, terminate the contract in any of the following cases where:
- (a) the Contractor is in serious breach of contract for failure to perform its contractual obligations;
 - (b) the Contractor fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
 - (c) the Contractor refuses or neglects to carry out any administrative orders given by the Project Manager;
 - (d) the Contractor assigns the contract or sub-contracts without the authorisation of the CCJ ;
 - (e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (f) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
 - (g) any other legal disability hindering performance of the contract occurs;
 - (h) the Contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
 - (i) the Contractor has been guilty of grave professional misconduct proven by any means which the CCJ can justify;
 - (j) the Contractor has 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 financial interests of the CCJ ;
 - (k) the Contractor, in the performance of another contract financed or implemented by the CCJ has been declared to be in serious breach of contract;
 - (l) 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;
 - (m) the award procedure or the performance of another contract financed by the CCJ proves to have been subject to substantial errors, irregularities or fraud which are likely to affect the performance of the present contract;
 - (n) the Contractor fails to maintain the contract record during a 7 years period after the final payment is made under the contract;
 - (o) the Contractor fails to perform its obligation in accordance with Article 8 and Article 9;
 - (p) the Contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.
- 35.3. Termination shall be without prejudice to any other rights or powers under the contract of the CCJ and the Contractor. The CCJ may, thereafter, complete the services itself, or conclude any other contract with a third party, at the Contractor's own expense. The Contractor's liability for delay in

completion shall immediately cease when the CCJ terminates the contract without prejudice to any liability thereunder that may already have arisen.

- 35.4. Upon termination of the contract or when it has received notice thereof, the Contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 35.5. The Project Manager shall, as soon as possible after termination, certify the value of the services and all sums due to the Contractor as at the date of termination.
- 35.6. The CCJ shall not be obliged to make any further payments to the Contractor until the services are completed. After the services are completed, the CCJ shall recover from the Contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the Contractor.
- 35.7. If the CCJ terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the Contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the Special Conditions.
- 35.8. Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of the CCJ the Contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 35.9. This contract shall be automatically terminated if it has not given rise to any payment in the 6 months year following its signing by both parties.

ARTICLE 36. TERMINATION BY THE CONTRACTOR

- 36.1. The Contractor may, after giving 14 days notice to the CCJ terminate the contract if the CCJ :
 - (a) fails for more than 120 days to pay the Contractor the amounts due after the expiry of the time limit stated in Article 29; or
 - (b) consistently fails to meet its obligations after repeated reminders; or
 - (c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the Contractor's breach or default.
- 36.2. Such termination shall be without prejudice to any other rights of the CCJ or the Contractor acquired under the contract.
- 36.3. In the event of such termination, the CCJ shall pay the Contractor for any loss or damage the Contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

ARTICLE 37. FORCE MAJEURE

- 37.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure* which arise after the date of notification of award or the date when the contract becomes effective.
- 37.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of the CCJ to suspend the cooperation with the beneficiary country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 37.3. Notwithstanding the provisions of Article 19 and Article 36, the Contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The CCJ shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by

the Contractor for breach or default, if, and to the extent that, the CCJ delay or other failure to perform its obligations is the result of *force majeure*.

- 37.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the Project Manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Project Manager.
- 37.5. If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the Project Manager.
- 37.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

ARTICLE 38. DECEASE

- 38.1. If the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the CCJ shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 38.2. Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the CCJ shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 38.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the CCJ thereof within 14 days of the date of decease. The decision of the CCJ shall be notified to those concerned within 30 days of receipt of such a proposal
- 38.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased Contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

ARTICLE 39 SETTLEMENT OF DISPUTES

- 39.1. The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.
- 39.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 39.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching

a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

- 30.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to arbitration, as specified in the Special Conditions.

ARTICLE 40. APPLICABLE LAW

- 40.1. This contract shall be governed by the law of the country of the CCJ .

ARTICLE 41 DATA PROTECTION

- 41.1 Processing of Personal Data by the CCJ

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with the CCJ's **Data Protection and Privacy Rules**. Such data shall be processed for the purposes of implementation, management and monitoring of the contract by the data controller.

The Contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Part 7 of the CCJ's **Data Protection and Privacy Rules**, in particular the right to access, rectify, or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the Contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller.

Details concerning the protection of personal data are available in the CCJ's **Data Protection and Privacy Rules**.

* * *

ANNEX II: TERMS OF REFERENCE

Click [here](#) for MS Word Version of Annex II

DEFINITIONS

Term	Definition
Bidder(s)	This can be used interchangeably with “Vendor(s)” or “Respondent(s)” who are companies that respond to this RFP
CARICOM	Caribbean Community and Common Market
CCJ	Caribbean Court of Justice
CSME	CARICOM Single Market and Economy
ESS	Employee Self-Service
GP	Great Plains (Microsoft)
HR	Human Resources
IS	Information Systems
MSFT	Microsoft
RFP	Request for Proposal
RJSLC	Regional Judicial and Legal Services Commission
RTC	Revised Treaty of Chaguaramas
SaaS	Software as a Service
SOW	Scope of Works

PURPOSE

The purpose of this Request for Proposal (RFP) is to invite suitable bidders to submit a proposal to design, supply, install and configure an Employee Self-Service (ESS) Solution for the Caribbean Court of Justice (CCJ). This RFP provides bidders with the relevant design, training, support, and functional requirements of the system needed by the CCJ, therefore, bidders are responsible for proposing a total solution to meet the functional requirements of the CCJ for the Employee Self-Service Software Solution.

The total solution must include (but is not limited to) any direct software licenses, 3rd Party Licenses, hardware equipment or cloud services required to operate the bidders’ proposed solution. Your responses should include any/all technical requirements needed for installation including server and networking diagrams (if required) and should also cover administrative

training for the Information Systems (IS) Department including end-user training for the HR Departments and the CCJ staff in general.

BACKGROUND

About the Caribbean Court of Justice

The CCJ was inaugurated in Port of Spain, Republic of Trinidad and Tobago on 16 April 2005 and at present has a bench of seven (7) judges presided over by CCJ President, the Honourable Mr. Justice Adrian Saunders. The CCJ has an Original and an Appellate Jurisdiction and is effectively, therefore, two (2) courts in one. In its Original Jurisdiction, it is an international court with exclusive jurisdiction to interpret and apply the rules set out in the Revised Treaty of Chaguaramas (RTC) and to decide disputes arising under it. The RTC established the Caribbean Community (CARICOM) and the CARICOM Single Market and Economy (CSME). In its Original Jurisdiction, the CCJ is critical to the CSME and all twelve (12) Member States which belong to the CSME (including their citizens, businesses, and governments) can access the Court's Original Jurisdiction to protect their rights under the RTC. In its Appellate Jurisdiction, the CCJ is the final court of appeal for criminal and civil matters for those countries in the Caribbean that alter their national Constitutions to enable the CCJ to perform that role. At present, four (4) states access the Court in its Appellate Jurisdiction, these being Barbados, Belize, Dominica, and Guyana. However, by signing and ratifying the Agreement Establishing the Caribbean Court of Justice, Member States of the Community have demonstrated a commitment to making the CCJ their final court of appeal.

About the current ESS System

The ESS system was implemented in 2018 and is provided by the current vendor as a Software as a Service (SaaS) solution. The CCJ uses a Cloud-Based ESS System to support many of the day-to-day operations of the general staff members. Some of these day-to-day operations include, leave applications forms, job letter requests, approval tracking and status updates, vacation balances, etc. The CCJ currently caters on this system for approximately One Hundred (100) staff members.

In January 2023, our existing vendor indicated that they will no longer be supporting the ESS System and official support will end in December 2023. As a result, the CCJ has embarked on finding a new solution which will replace the existing ESS system with some additional improvements. The objective of the new solution is to find one that closer meets our operational needs and include additional integration with areas that didn't exist before e.g., Performance

Management, Requisitioning, Time and Attendance. This RFP aims to address the following general challenges:

1. The ESS System has reached its End of Life (EOL) and provides a level of risk to the CCJ.
2. No further support for the ESS System.
3. ESS system does not natively integrate other 3rd Party Solutions e.g., Time and Attendance, Great Plains.
4. Complex troubleshooting required for resolving support issues.
5. Custom Reporting and Automation are not easily implementable.
6. ESS system has limited expansion to cover other day-to-day operations e.g., Performance Management, Requisitioning, Time and Attendance

The CCJ is therefore seeking a new solution to address these key challenge areas and to fully replace our existing ESS System as our primary online service to our Staff Members. The chosen solution will be based on cost-saving factors including improved operational efficiency, improved user experience, workflow management, improved storage utilization, improved scalability and consolidation of services. All bidders are asked to keep these key areas in mind when proposing their Total Solution to the CCJ.

SCOPE OF WORK, SPECIFICATIONS AND REQUIREMENTS

In the Scope of Works (SOW) for this RFP, all bidders are expected to **propose** an end-to-end total system solution replacement for our existing ESS system. All SOWs provided for their proposed solution are expected to cover the following (where applicable), but not limited to:

1. To design, supply, install and configure an ESS System that meets our functional requirements.
2. To design, supply, install and configure the appropriate hardware required to operate your proposed solution.
3. To design, supply, install and configure the appropriate software licenses for all hardware supplied (3 years).
4. To design, supply, install and configure all 3rd Party Software required to operate your proposed solution.
5. To design, supply, install and configure all cloud systems required to work with your proposed solution.
6. To propose how the solution can facilitate Business Continuity / Disaster Recovery in the event of system failure or system recovery.

7. To propose and supply Software or Hardware License Agreements including one-time or annual renewal.
8. Technical Documentation for their proposed solution including Diagrams, Connectivity, etc.
9. To propose in-person/virtual administrator training to cover security, operational and maintenance services as well as end-user training for day-to-day activities.
10. To supply customized documentation and user manuals of the system that are aligned to the processes of the organisation.
11. To propose the minimum internet connection required for the effective access and operation of the system.
12. To propose an appropriate Service Level Agreement (SLA) which outlines Response Times for Technical Troubleshooting, License Renewals and/or included maintenance checks, to cover three (3) years.

The requirements are divided into two (2) areas:

(a) EMPLOYEE SELF-SERVICE FUNCTIONAL/NON-FUNCTIONAL REQUIREMENTS

(b) PERFORMANCE MANAGEMENT SYSTEM FUNCTIONAL/NON-FUNCTIONAL REQUIREMENTS

Tenderers are required to demonstrate how they have met the requirements for both elements above.

Tenderers prices are to be quoted separately for both elements.

EMPLOYEE SELF-SERVICE FUNCTIONAL/NON-FUNCTIONAL REQUIREMENTS

- Columns “Req. #”, “Requirement Description” and “Priority” are **NOT** to be removed, added, or modified in any way.
- Column “Priority” has a listing of either “Mandatory”, “Useful”, “Optional”
 - **“M” (Mandatory)** – The requirement is mandatory and non-negotiable. It is needed to satisfy the identified business needs and for the solution to be considered successful.
 - **“U” (Useful)** – The requirement is useful and would enhance the mandatory requirements. It is negotiable and slightly deferrable with respect to what is required to accomplish the purpose of the mandatory requirements. It is still considered a high priority item that should be included in the solution if possible.
 - **“O” (Optional)** – The requirement is desirable and flexible but not considered necessary. It can readily change and not affect what is required to accomplish the purpose of the mandatory requirements.
- Column “Vendor Response” requires only one (1) response from the following options
 - **“FS” (Fully Supported)** - This response category means that the vendor’s system is **“Fully Compliant”** with the stated requirement (and all lettered sub-requirements) and is included/ installed without modification or additional part and/or service cost.
 - **“PS” (Partially Supported)** - This response category means that the vendor’s system is only **“Partially Compliant”** with the stated requirement (and all lettered sub-requirements) and may need to be installed or configured separately which may require an additional part and/or service cost. This cost should be identified in the “Budget & Estimated Pricing” section
 - **“CS” (Can be Supported)** - This response category means that the vendor’s system **“Can Be Included”** with the stated requirement (and all lettered sub-requirements) and WILL require a separate installation or configuration at an additional part and/or service cost. This cost should be identified in the “Budget & Estimated Pricing” section

- **“NR” (Not Required)** - This response category means that this requirement is “Not Required” based on the system being proposed and will not provide the stated functionality or the stated functionality will be covered/provided some other equivalent way. Provide a brief description of why this functionality will not be required.
- **“NS” (Not Supported)** - This response category means that the vendor’s system is “Not Supported” and does not provide the stated functionality and cannot be included.
- Column “Vendor Comment” is an empty space made available to provide a comment from bidders to clarify a “Vendor Response”

Req. No.	Requirements Description	Priority (M/U/O)	Vendor Response (FS/PS/CS/NS/NR)	Vendor Comments
	GENERAL REQUIREMENTS			
	The system should provide access to all users via an online website or portal	M		
	The system should facilitate the authentication of its users using Office 365 credentials (via Single-Sign-On or SSO)	U		
	The system must support multi-factor authentication (MFA) including the 2FA for e.g., Microsoft Office 365	M		
	The system must make the “Log out” function available from the dashboard or any sub web page they may navigate from within the system.	M		
	The system should automatically log out a user after one (1) hour from the first login or fifteen minutes (15) of inactivity (whichever comes first)	M		
	The system should integrate with Microsoft Great Plains and can import/sync field data e.g., Employee Demographic information, Payroll / Payslips	M		

	The system should integrate with Microsoft Great Plains and can import/sync data manually or on an automated schedule	M		
	The system should facilitate a one-time importation of past leave requests and leave balances	M		
	The system should facilitate a responsive design for compatibility and rendering with a variety of device types e.g. Desktop, Laptop and Mobile Devices	M		
	The system should allow for this responsive design to be cross-browser compatible	M		
	The system should support / integrate with E-Signatures solutions e.g. Adobe Sign	U		
	The system should integrate with third-party systems, for e.g., time and attendance systems	U		
	The system should allow for the downloading of submitted attachments	M		
	The system must accept various file formats to facilitate the uploading of attachments, for e.g., <ul style="list-style-type: none"> • All picture formats (jpg, jpeg, png, tiff, bmp) • Standard pdf formats • Microsoft Office documents, for e.g., excel, word, power point 	M		
	The system should have the ability to integrate with components of Microsoft GP (import demographic data) for e.g., smart connect and integration manager	M		
	The system should have the ability to integrate with third-party analytical tools for e.g., Power BI and Tableau	M		
	HOME PAGE/DASHBOARD			
	The system must support a landing dashboard for all staff members which can be tailored to each user based on what widgets they wish to view, for example, leave applications, announcements etc.	M		
	The system should support a user to replace their own customized dashboard back to the defaulted dashboard upon demand	U		

	The system should allow for some widgets to be mandatory on the landing dashboard e.g., Company Announcements	U		
	The system should display on the landing dashboard any outstanding requests which are still to be approved, who is the next person to approve, and provide a link to view these requests	M		
	The dashboard should display an employee's leave types as well as the available and taken balances. This should be visible to the applicant as well as the approver.	M		
	The dashboard must show an employee's upcoming leave, by type and start date	M		
	EMPLOYEE PROFILE			
	The system should display an employee's demographic information which reflects the fields stored in Microsoft Great Plains	M		
	The system should allow employees to complete a request form which is submitted to the HR Unit to edit their demographic information. The request form should capture the details of the changes to be made.	M		
	LEAVE APPLICATION – JUDICIAL AND NON-JUDICIAL EMPLOYEES			
	The system should have a general display of an employee's available leave types, as well as calculate an employee's available and taken balances	M		
	The system should have a calendar which displays public holidays, and non-working days which should be colour coded	M		
	The calendar should have a general view of an employee's leave request and its status – approved or pending. This should also be colour coded	M		
	The calendar should have a key which explains the colour codes displayed in the calendar	M		
	The calendar should also allow an employee to toggle between different months and years to view leave information for those times	M		
	The system calendar should also highlight the current date	M		

	<p>The system should allow an employee to submit leave requests forms by capturing:</p> <ul style="list-style-type: none"> • a leave type, • start and end date, • half or full day, • comments, • and insert multiple attachments. <p>The system should display the recommended supporting documents depending on what leave type and days are selected e.g., A submitted request of greater than two (2) days of sick leave requires a medical certificate and family education leave requires a letter from the school or institution as an attachment.</p>	M		
	<p>The system should only deduct leave for the year it pertains to. For e.g., if an employee applies for leave at the end of year 1 but it is not approved until year 2, the amount should be deducted from year 1</p>	M		
	<p>LEAVE APPLICATION – SECURITY EMPLOYEES</p>			
	<p>The system’s leave application page should display an employee’s available leave types, as well as calculate an employee’s available and taken days</p>	M		
	<p>The calendar should also display an employee’s leave and its status – approved, pending, cancelled, or rejected. This should also be colour coded</p>	M		
	<p>The calendar should have a key which explains the colour codes displayed in the calendar</p>	M		
	<p>The calendar should also allow an employee to toggle between different months and years to view leave information for those times</p>	M		
	<p>The calendar should highlight the current (today’s) date</p>	M		
	<p>The system should allow an employee to submit leave requests forms by capturing:</p>	M		

	<ul style="list-style-type: none"> • a leave type, • start and end date, • half or full day, • comments, • and insert multiple attachments. <p>The system should display the recommended supporting documents depending on what leave type and days are selected e.g., A submitted request of greater than two (2) days of sick leave requires a medical certificate and family education leave requires a letter from the school or institution as an attachment.</p>			
	<p>The leave calendar for the Security Unit should be customized to reflect the shift system utilized and be reflected in the calendar (this is different from the hours of work of regular Court employees and leave for the Security Unit should be in a separate leave calendar)</p>	M		
	<p>The system should only deduct leave for the year it pertains to. For e.g., if an employee applies for leave at the end of year 1 but it is not approved until year 2, the amount should be deducted from year 1</p>	M		
	<p>LEAVE APPROVAL AND MANAGEMENT</p>			
	<p>The system must allow managers/supervisors to view all current and historic leave requests for staff personnel. This should be displayed both as a list and calendar view</p>	M		
	<p>The system should display the status of each leave request, for example, approved, pending, rejected, cancelled, and who was the last person to update the request</p>	M		
	<p>The system must provide Management with a view of vacation and other absences for their staff on an individual, unit, or/and department level, position groupings, leave types, and by period</p>	M		

	The system must allow for the searching of leave requests by various parameters such as request type, requested by, department, request status, request date, leave start and end dates, number of days requested, and a link to grant the ability to view all details of the request in a separate page	M		
	The system should provide specified personnel with a calendar view of vacation and other absences on an organizational level	M		
	The system must display all outstanding requests awaiting approval on the dashboard of managers/supervisor	M		
	The system must allow approvers to view attachments associated with leave requests	M		
	The system must grant users the ability to view the remaining leave balances	M		
	The system must allow managers/supervisors to approve/reject the leave	M		
	The system must allow managers/supervisors to place a comment associated with their approval/rejection	M		
	The system must not allow managers/supervisors to reject leave requests without leaving a mandatory comment which must be visible for their subordinates to view	M		
	The system should allow managers/supervisors to create leave requests on behalf of their subordinates	M		
	JOB LETTER APPLICATION			
	This page should have a mechanism to allow an employee to request a job letter by inputting a reason (non-mandatory), and selecting the type via a dropdown (e.g., general or embassy)	M		
	The system should have pre-defined templates to facilitate the automatic generation of job letters	M		
	The system should display a historical list of all online applications made for Job Letters and can be filtered based on type of job letter, date requested, next to approve, request status, last updated by	M		

	whom, and the ability to view the details of the letter			
	REQUISITION			
	The system should display a historical listing of all inventory items requested. Name of item/s, quantity, request status (approved, pending, cancelled, rejected), last updated, as well as the ability to view a detailed description of the request via a link	M		
	The system should allow a user to search the CCJ inventory listing for an inventory item	M		
	The system should allow for a user to filter inventory items by categories defined by the CCJ	M		
	The system should allow the user to select the inventory item/s they desire and input a quantity	M		
	The system should allow the Facilities Unit to provide feedback to the requestor of inventory items	M		
	FORMS			
	The system should allow for the creation of custom forms to facilitate requests for salary advances, salary allocations, salary deductions and salary loans	M		
	The system should allow for an administrator to create new custom forms utilizing an array of buttons, text boxes, radio buttons etc as required	M		
	The system should facilitate input controls, for example, text boxes, radio buttons and dropdown menus with pre-populated look-up lists for custom forms to make mandatory, visible and read-only as required	M		
	The system should auto-populate standard fields, for e.g., name of applicant, departments etc.	M		
	The system should allow for the creation of custom workflows to accompany the relevant new custom forms	M		
	The system should allow users to select, input and save information on	M		

	the relevant new forms as required			
	The system should allow for the inclusion of multiple attachments associated with forms	M		
	The system should have the ability to create a hyperlink to facilitate users to download templates from SharePoint online	M		
	PAYSLIPS			
	The system must integrate with Microsoft Dynamics Great Plains to allow for the exportation /download of employee monthly payslips utilizing the CCJ layout (PDF/CSV/XLSX) to the solution	M		
	The system must display a list of historical payslips and allow an employee to select and view the desired payslip	M		
	DOCUMENTS			
	The system should have the ability to create a hyperlink to facilitate users to access company documents from SharePoint online.	M		
	HR ADMIN			
	The system must allow HR admins to view all employee profiles	M		
	The system should allow HR admins to approve employee profile change requests	M		
	The system must allow HR admins to view all attachments associated with a change request	M		
	The system should allow HR admins to create, update and delete public holidays and non-working days into the leave calendar	M		
	The system should allow HR admins to generate job letters utilizing built-in templates (e.g. general, embassy)	M		
	The system must provide HR with a general view of vacation and other absences for their staff on an individual, unit, or/and department level, position groupings, leave types, and by time period. The system	M		

	should facilitate HR admins to view the status of all employee requests – approved, pending, cancelled rejected			
	The system must allow for the searching of requests by various parameters such as request type, requested by, department, request status, request date, leave start and end dates, number of days requested, and a link to grant the ability to view all details of the request in a separate page	M		
	The system should allow HR admins to delegate an approver’s responsibilities to another employee for a specified period of time. The delegate can either be another manager/supervisor or an employee who has been assigned higher lever responsibility. This employee should also have the ability to approve/reject leave requests	M		
	The system should allow HR admins to apply for leave on behalf of an employee	M		
	The system should allow HR admins to cancel requests on behalf of staff personnel	M		
	The system must allow HR admins to view and download attachments associated with leave requests	M		
	The system must allow HR Admins to view comments associated with the approval/rejection of leave requests	M		
	The system must have a leave register for all staff which displays the current year’s accrued, taken and available leave balances for each leave type	M		
	The system must allow for HR Admins to manually adjust leave balances as required	M		
	The system must allow HR admins to add and edit information about the organization e.g. address, phone and email	M		
	The system must allow HR admins to import new employees from Microsoft Great Plains	M		
	The system must allow HR admins to send login links to employees via email	M		
	The system must allow HR admins to perform the required	M		

	functionalities to set up a new employee			
	The system must allow HR admins to make an employee active/inactive	M		
	The system must allow HR admins to upload a staff member's picture	M		
	The system must allow for HR admins to assign/reassign an employee to a specific group associated with their assigned leave types and calendar (judicial, non-judicial and security)	M		
	The system must allow HR Admins to edit leave types associated with a particular group	M		
	The system must allow for HR Admins to create and configure new leave types	M		
	The system must allow for HR admins manually to run/generate accruals for employees depending on their assumption date	M		
	Date of each step of the approval flow and relevant details			
	REPORTS			
	<p>The solution must allow for the creation of custom reports as required by the CCJ for e.g.,</p> <ol style="list-style-type: none"> 1. Employee Demographic Data Report (should have the ability to filter required information) 2. Company Structure Report 3. Leave Request/Approval Report 4. Leave Register Report 5. Leave Balance Report 6. Outstanding Leave Request Report 7. Leave type by usage (high to low) 8. Employee Acting Report 9. Most used/popular leave types and usages for a specified time period 10. Leave of Absence Report 	M		

	NOTIFICATIONS			
	The solution must provide email notifications to managers/supervisors when a new request is awaiting their approval	M		
	The solution must provide weekly email reminder notifications to managers/supervisors of all requests awaiting their approval	M		
	The solution must provide email reminder notifications to managers/supervisors when requests are past the stipulated timelines in their weekly notifications.	M		
	The system must send an email notification to the HR Unit and approver's direct supervisor when the deadline for completion of request approval after five (5) working days	M		
	The solution must provide email notifications to an employee when their requests are approved	M		
	The solution must provide the HR Unit with notifications when requests are approved.	M		
	WORKFLOW MANAGEMENT			
	The system must support workflows to facilitate the request for a job letter	M		
	The system must support workflows to facilitate staff personnel leave requests	M		
	The system must support workflows to facilitate the requests for changes in the employee profile (demographic information)	M		
	The system must support workflows to facilitate requisition requests	M		
	The system must display the historical status of a workflow which includes: <ul style="list-style-type: none"> the name of the manager/supervisor (including respective job title at the time), date and time of approval/non-approval and, proposed deadlines for approval 	M		

	The system must display the next step of the workflow (including the name of the manager/supervisor (including the respective job title at the time) and the proposed deadline for approval	M		
	The system must allow system administrators to create/edit/decommission custom workflows for all required functional areas	M		
	The system should allow for a brief description to be added during the creation of a workflow	M		
	The system must allow system administrators to create a unique name for a workflow	M		
	The system must be flexible to facilitate a single-step workflow or up to several steps in a workflow which includes approval/task generation/email alerts	M		
	The system must be flexible to facilitate both sequential and parallel workflows	M		
	The system must allow for the assignment of notification groups to workflows	M		
	The system must allow for a system administrator to create/edit/decommission notification groups	M		
	The system must allow for a system administrator to create a unique name for a notification group	M		
	The system must allow a system administrator to create/edit/decommission approval groups	M		
	The system must allow for the assignment of an approval group as an approver within a workflow	M		
	The system must allow for a system administrator to create a unique name for an approval group	M		
	AUDIT			
	The system should maintain a log of all activities performed by users of the system (inclusive of Admin Users)			
	The system should capture pertinent information for each log record			

	<p>e.g.,</p> <ul style="list-style-type: none"> • Username/user-id for e.g., emailaddress@ccj.org • Date/time of action for e.g., yyyy/mm/dd • Activity description for e.g., password change • Data change for e.g., <oldvalue>, <newvalue> • Category of change for e.g., user or administrator 			
	The system should not allow for log records to be altered by any type of user, regardless of their role/permissions			
	<p>The system should allow for log records to be searched, filtered by:</p> <ul style="list-style-type: none"> • Date range • Username/user-id • In-table filtering of columns • Category of change 			
	The system should allow for log records to be viewed in a tabular format			
	The system should allow for log records to be exported and saved in various file formats for e.g., pdf, csv and excel			
	PERMISSIONS AND SECURITY			
	The system should allow for the creation of custom security roles with a unique name and description			
	The system must allow for each user to be automatically assigned a default security role			
	The system should allow for security roles to be assigned to one or more users			
	The system should allow for users to be assigned to more than one security role for a specified period that is, an effective date (mandatory) and an end date (optional)			

	The system should allow for each security role to be assigned customized permissions to access functions and/or modules			
	The system must assign permissions as view, edit, create and no access to each function and/or module in a security role			
	The system should allow the option to duplicate an existing security role but provide a unique name			
	The system must allow for searching/filtering of functionalities and/or modules			
	The system must allow security roles to be locked and unable to be edited/changed/deleted by a user or administrator			
	The system must provide a general view of all security roles and display the number of assigned users in each role			

PERFORMANCE MANAGEMENT SYSTEM FUNCTIONAL/NON-FUNCTIONAL REQUIREMENTS

- Columns “Req. #”, “Requirement Description” and “Priority” are **NOT** to be removed, added, or modified in any way.
- Column “Priority” has a listing of either “Mandatory”, “Useful”, “Optional”
 - **“M” (Mandatory)** – The requirement is mandatory and non-negotiable. It is needed to satisfy the identified business needs and for the solution to be considered successful.
 - **“U” (Useful)** – The requirement is useful and would enhance the mandatory requirements. It is negotiable and slightly deferrable with respect to what is required to accomplish the purpose of the mandatory requirements. It is still considered a high priority item that should be included in the solution if possible.
 - **“O” (Optional)** – The requirement is desirable and flexible but not considered necessary. It can readily change and not affect what is required to accomplish the purpose of the mandatory requirements.
- Column “Vendor Response” requires only one (1) response from the following options
 - **“FS” (Fully Supported)** - This response category means that the vendor’s system is **“Fully Compliant”** with the stated requirement (and all lettered sub-requirements) and is included/ installed without modification or additional part and/or service cost.
 - **“PS” (Partially Supported)** - This response category means that the vendor’s system is only **“Partially Compliant”** with the stated requirement (and all lettered sub-requirements) and may need to be installed or configured separately which may require an additional part and/or service cost. This cost should be identified in the “Budget & Estimated Pricing” section
 - **“CS” (Can be Supported)** - This response category means that the vendor’s system **“Can Be Included”** with the stated requirement (and all lettered sub-requirements) and WILL require a separate installation or configuration at an additional part and/or service cost. This cost should be identified in the “Budget & Estimated Pricing” section

- **“NR” (Not Required)** - This response category means that this requirement is “Not Required” based on the system being proposed and will not provide the stated functionality or the stated functionality will be covered/provided some other equivalent way. Provide a brief description of why this functionality will not be required.
- **“NS” (Not Supported)** - This response category means that the vendor’s system is “Not Supported” and does not provide the stated functionality and cannot be included.
- Column “Vendor Comment” is an empty space made available to provide a comment from bidders to clarify a “Vendor Response”

REQUIREMENT ID	REQUIREMENT DESCRIPTION	PRIORITY (M/U/O)	Vendor Response (FS/PS/CS/NS/NR)	Comments
	WORK PLANNING MANAGEMENT			
	The system should allow for the inclusion and utilization of the CCJ workplan/performance assessment form	M		
	The system should display a historical list of finalized work plans for previous years. These work plans should be read-only	M		
	The system should provide the status of work plans for e.g., outstanding, in-progress and completed	M		
	The system must allow for managers/supervisors to make changes to the work plan or update as required. Direct reports of the supervisors should not be able to make changes after the workplan is finalized/approved by the HR Unit. Before it is finalised direct reports should be able to edit the plan.	M		
	The system must automatically populate and display a list of a manager/supervisor’s direct reports for who they must create work plans	M		
	The system should automatically populate pertinent employee information from a repository of user accounts (eg. Microsoft	M		

	<p>Great Plains or Active Directory) in the work planning template for example:</p> <ol style="list-style-type: none"> 1. Employee Name 2. Employee ID 3. Job Grade 4. Supervisory Level 5. Date Joined and Position 6. Positions Previously Held and Dates 7. Current Job Title and Date Appointed 8. Current Department 9. Unit 10. Name and Position of Immediate Supervisor and for how long 11. Date of Last Review 12. Type 13. Overall Rating 			
	The system must allow for saving work that is still in progress	M		
	The system must allow managers/supervisors to add tasks to the various sections of the work plan form	M		
	The system must allow for the electronic signing of work plans by all required users	M		
	The system must allow the editing of work plan by managers/supervisors only prior to completion of either interim or final assessments	M		
	The system must notify the HR Unit of all changes made to work plan submitted by managers/supervisor	M		
	The system must allow for the HR Unit to approve submitted changes to work plans for use with either the interim/final assessment	M		
	The system must allow for the editing of workplans beyond final signatures by authorized administrative users	M		

	The system allow only administrative users to delete work plans	M		
	The system should allow for the exportation of workplans to pdf formats	M		
	PERFORMANCE ASSESSMENT MANAGEMENT			
	The system should have the capacity to allow for the completion of both interim (e.g. June) and end of year performance appraisals (e.g. January) as separate assessments during the year	M		
	The system should allow for the inclusion and utilization of the current year's workplan for interim performance assessments	M		
	The system should capture the scores and comments of direct reports for that period in the interim assessment	M		
	The system should capture comments by the manager/supervisor for that period in the interim assessment	M		
	The system should allow for users to upload multiple documents associated with the tasks in the work plan form	M		
	The system should make the interim assessment read-only once finalized by user and manager/supervisor	M		
	The system should allow for the contents of the interim performance assessment to be used for the end of year assessment for modification as a separate assessment form	M		
	The system should capture the scores and comments of the user for that period in the final assessment	M		
	The system should capture the comments by the manager/supervisor for that period in the final assessment	M		
	The system should make the final assessment read-only once finalized by user and manager/supervisor	M		
	The system should display a historical list of formalized interim and end of year performance assessments for previous years. These performance assessments should be accessible via a link and the contents must be read-only	M		
	The system should provide the status of performance	M		

	assessments for e.g., outstanding, in-progress and completed			
	The system must allow for saving work that is still in progress and not yet final (draft format)	M		
	The system should have the capability to perform calculations based on each section to determine an overall performance score	M		
	The system must allow for the electronic signing of performance assessments by all required users	M		
	The system must not allow the editing of performance assessments upon final signatures	M		
	The system must not allow non-administrative users to delete performance assessments	M		
	The system should allow for the exportation of performance assessments to pdf formats	M		
	REPORTING	M		
	<p>The system should allow for the creation of scheduled reports along various parameters as required by various stakeholders, for example:</p> <ul style="list-style-type: none"> • Semi-monthly reports identifying outstanding work plans yet to be started (January 1st – January 31st annually) • Semi-monthly reports identifying outstanding work plans yet to be completed (January 1st - January 31st annually) • Semi-monthly reports identifying interim performance appraisal forms yet to be completed (December 1st - July 31st annually) • Semi-monthly reports identifying final performance appraisal forms yet to be completed (December 1st - January 31st annually) • Training Recommendations/Needs Report • Requests for Transfers Report • Promotion Recommendations Report 			

	<ul style="list-style-type: none"> • Succession Recommendations Report • Employee Development Plan Report • Performance Score Report (low to high, this report should also generate a Performance Bell Curve Graph) • Appeals Report (Pending and Closed) 			
	<p>The system should allow for the creation of ad hoc reports along various parameters as required by various stakeholders, for example:</p> <ul style="list-style-type: none"> • Creation of a report demonstrating all outstanding tasks for e.g. final approval of manager/supervisor, final signatures, final comments by manager/supervisor 	M		
	CONTINUOUS PERFORMANCE MANAGEMENT			
	The system should allow for managers/supervisors to enter multiple log entries for each task item identified in the work plan. Each log entry must be no more than 3000 characters. The manager/supervisor must have the ability to make log entries private or visible to the employee	M		
	The system should allow for employees to enter multiple log entries for each task item identified in the work plan. Each log entry must be no more than 3000 characters	M		
	The system should allow for managers/supervisors to make log entries private or visible to employees	M		
	The system should allow for employees to make log entries private or visible to managers/supervisors	M		
	PERFORMANCE ANALYTICS			
	The system should provide a performance dashboard to present customized data analytics in real-time for staff, unit, department and division	M		
	The system should have the ability to add or remove custom	M		

	graphical reports to the performance dashboard			
	The system should have the ability to integrate with third-party analytical tools for e.g., Power BI and Tableau	M		
	The system should provide visual alerts based on system triggers/thresholds to track progress	M		
	The system should provide historical analytics for a specified period	M		
	INTERGRATION			
	The system should integrate with Azure Active Directory/Office 365 to facilitate Single Sign on (SSO) and/or Multi-Factor Authentication (MFA)	M		
	The system should integrate with external systems (e.g., Microsoft Great Plains, ESS) and can import/sync field data e.g., Employee Demographic information, Payroll / Payslips	M		
	The system should integrate with external systems (e.g., Microsoft Great Plains, ESS) and can import/sync data manually or on an automated schedule	M		
	SEARCH AND RETRIEVAL			
	The system should allow for the searching of all work plans, performance assessments, attachments, reports and analytics via key search words	M		
	The system should display the total number of search results	M		
	The system must notify the user if there are no records meeting the search criteria	M		
	The system should allow users to sort search results by advanced search criteria related to the user role	M		
	NOTIFICATIONS AND REMINDERS			
	The system should be able to send automatic notifications and alerts via email	M		

	The system should provide visual notifications of outstanding items when logging into the portal	M		
	The system should allow end users and administrators to send reminders for outstanding tasks or action items	M		
	WORKFLOW MANAGEMENT			
	The system must allow for the customization of new and existing workflows	M		
	The system must allow for the assignment of workflows to multiple processes (e.g., performance assessments)	M		
	The system should only allow an administrator to delete workflows	M		
	The system should alert an administrator of what processes are assigned to a workflow prior to deleting	M		
	GENERAL REQUIREMENTS			
	The system must be able to accept a range of file formats, e.g. xls, pdf, jpeg, etc. for upload	M		
	The system must provide a detailed audit trail for all operations performed by users of the system for e.g., login, logout, changes to workplans, uploading of documents etc.	M		
	The system should support in-application printing and scanning of documents	M		
	The system should facilitate a responsive design for compatibility and rendering with a variety of device types e.g. Desktop, Laptop and Mobile Devices	M		
	The system should allow for this responsive design to be cross-browser compatible	M		
	The system must allow for the downloading of work plans, performance assessments, reports and analytics in pdf formats	M		
	The system should support two-person confirmation for all deletions	M		

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ANNEX III: ORGANISATION & METHODOLOGY

To be completed by the tenderer

Please provide the following information:

Quality of the Service, System Functional requirements.

Tenderers must address each of the requirements set out in the Terms of reference by providing a comprehensive method statement for each discrete service including the systems and solutions offered to support these services which must be fully compliant with all the functional requirements.

Tenderers must demonstrate the features of the system available and how they meet the tender requirements specified in the Terms of reference. Tenderers MUST indicate the requirements proposed against the requirements requested in the tabular format as found in the Terms of reference.

A mere affirmative statement by the tenderer that it can/will do so, or a reiteration of the tender requirements is NOT sufficient in this regard. Tenderers must demonstrate evidence of an existing, proven system. Tenderers should include relevant explanations, screenshots, diagrams, or graphics to demonstrate the response. Where Tenderers submit brochures or other supplementary materials as part of their response, Tenderers should clearly identify in the brochure / supplementary materials the location of the relevant information in response to the requirements set out in this RFT. Links to web-based sources will not be accepted, considered, reviewed or evaluated.

Tenderers are required to provide a proposed Draft Service Level Agreement (SLA) which will describe in detail how they propose to address performance monitoring of the service provision.

Proposed implementation and transition plan including timelines, approaches and risk management including security and data protection processes. An outline of the approach proposed for contract implementation.

Tenderers must outline their proposed implementation and transition plan including timelines, approaches and risk management, including the security and data protection processes available. These timelines ought to include dates for any interim reports, final reports, manual delivery, training, simulations etc.

Proposed team of resources to provide services, including details of the account manager and customer service.

The proposed **Account Manager** will act as the primary point of contact in respect of all services required and will have a close ongoing working relationship with the CCJ for the duration of the contract. The duties of the Account Manager will include the following:

- a. Day to day responsibility for all services delivered under the contract for the duration of the contract

Organisation & methodology

- b. Be a point of escalation for service-related issues, disputes, concerns or complaints
- c. Respond promptly to queries
- d. Have a full understanding of CCJ's service requirements
- e. Be responsible for all resources assigned to CCJ under the contract
- f. Monitor and manage the Service Level Agreement
- g. Participate in bi-monthly service meetings and provide reports at these meetings as required
- h. Any other reasonable duties, as they arise

Tenderers must provide comprehensive details on the named **Account Manager** proposed to fulfil all aspects of this contract. Tenderers should also outline how they propose a strategy to assign a replacement Account Manager in the event of a prolonged absence or exit of the existing Account Manager.

This response must detail demonstratable evidence of the proposed **Key Experts** for implementation and **Customer Service Team** structure, their depth of relevant experience, qualifications, competence and expertise in the areas outlined in this document. The response must set out how they would work together, and with us, in fulfilling the contract both from a HR system provision. This should include details of skills gained during similar projects of scale and how these can be applied to the project.

Please provide Organisation Chart, demonstrating how the proposed team(s) is/are supported by the organisation.

Click [here](#) for MS Word Version of Annex IV

ANNEX IV: KEY EXPERTS

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

CURRICULUM VITAE

Proposed role in the project:

Family name:

First names:

Date of birth:

Nationality:

Civil status:

Education:

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

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

Language	Reading	Speaking	Writing

Membership of professional bodies:

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

Present position:

Years within the firm:

Key qualifications: (Relevant to the project)

Specific experience in the region:

Country	Date from - Date to

Professional experience

Date from - Date to	Location	Company& reference person¹ (name & contact details)	Position	Description

Other relevant information (e.g., Publications)

¹ The CCJ reserves the right to contact the reference persons. If you can not provide a reference, please provide a justification.

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ANNEX V: BUDGET

Global price: USD <amount>

Please include a price breakdown based on the outputs/deliverables in the Terms of Reference. Proposed budget must be broken down in detail and cover all associated costs over a three (3) year period by year.

Please include a price break separately for inclusion of a **performance management module** over a three (3) year period as specified in the Terms of Reference.

Tenderers price proposal shall be evaluated taking into consideration the combined cost of the proposed ESS System, including the performance management module. However, depending on the availability of funds, the CCJ reserves the right to evaluate the prices proposed by Tenderers by severing the performance management module element and only addressing the **Employee Self Service element of the project.**



FINANCIAL IDENTIFICATION

ACCOUNT NAME

ACCOUNT NAME

ADDRESS

TOWN/CITY

ZIP CODE

COUNTRY

CONTACT

TELEPHONE

FAX

EMAIL

BANK NAME

BANK

BRANCH ADDRESS

TOWN/CITY

ZIP CODE

COUNTRY

ACCOUNT NUMBER

IBAN

If the IBAN Code(International Bank Account Number) exists in the country where your bank is established.

Remarks

BANK STAMP AND SIGNATURE OF REPRESENTATIVE OF BANK

DATE OF SIGNATURE OF ACCOUNT HOLDER

PART C - ADMINISTRATIVE COMPLIANCE GRID

Contract title :	DESIGN, SUPPLY, INSTALL AND CONFIGURE AN EMPLOYEE SELF-SERVICE (ESS) SOLUTION FOR THE CARIBBEAN COURT OF JUSTICE (CCJ)	Reference :	TEN-05-RFP-CCJ-ESS-20230704-00097
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Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties including subcontractors if known)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Economic & financial capacity? (OK/a/b/...) ¹	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Organisation & methodology exists?	Key experts (list + CVs)(For contracts requiring key experts)?	Key experts are present in only one tender as key experts(For contracts requiring key experts)?	All key experts have signed statements of exclusivity & availability(For contracts requiring key experts)?	Sub-contracting statement acceptable?	Overall decision? (Accept / Reject)

Chairperson's name	
Chairperson's signature	
Date	

¹ Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc to record any criteria which have not been satisfied.

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EVALUATION GRID FOR GLOBAL PRICE CONTRACTS

Contract reference No.:

Tenderer Number and Name:

	Minimum required	Maximum Available	Assessment
Organisation and methodology			
Quality of the Service, System Functional requirements	35	50	
Proposed implementation and transition plan including timelines, approaches and risk management including security and data protection processes	20	25	
Proposed team of resources to provide services, including details of the account manager and customer service	20	25	
Overall total score	75	100	

Strengths	
Weaknesses	

NB: Only tenders with average scores of at least 75 points qualify for the financial evaluation

Evaluation performed by:

Name	
Signature	
Date	



LEGAL IDENTIFICATION

LEGAL FORM

NAMES

ABBREVIATION

ADDRESS OF HEAD OFFICE

POST CODE

P.O BOX

TOWN/CITY

COUNTRY

VAT NO

PLACE OF REGISTRATION

DATE OF REGISTRATION

DD

MM

YYYY

REGISTRATION NO.

PHONE

FAX

EMAIL

THIS FORM SHOULD BE COMPLETED AND SUBMITTED ALONG WITH THE FOLLOWING:

1. A copy of the VAT Registration document, where applicable.
2. A copy of the official company registration document, showing the name of the legal entity, the address of the Head Office and the registration number that was assigned by the Companies Registry



PART D

SERVICE TENDER SUBMISSION FORM

Ref: TEN-05-RFP-CCJ-ESS-20230704-00097

**DESIGN, SUPPLY, INSTALL AND CONFIGURE AN EMPLOYEE SELF-SERVICE (ESS)
SOLUTION FOR THE CARIBBEAN COURT OF JUSTICE (CCJ).**

Please supply one signed tender (including signed statements of exclusivity and availability from all key experts proposed, if applicable, a completed financial identification form and a completed legal entity file (only for the Leader) and declarations from the Leader and all members (if you are in a consortium), together with six (6) copies. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economic and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing wherever possible. **All data included in this application must concern only the legal entity or entities making the tender.**

Any additional documentation (brochures, letters etc.) sent with your tender will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping set up informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. If they do, they must prove to the contracting authority that they have the resources needed to perform the contract, for example by producing a commitment from those entities to place resources at their disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and nationality as the economic operator, as well as the relevant selection criteria.

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

	Name(s) of legal entity or entities making this application	Nationality¹
Leader²		
Member		
Etc.		

2 CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3 ECONOMIC AND FINANCIAL CAPACITY³

Please complete the following table of financial data⁴ based on your annual accounts and your latest projections. If annual accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with **. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any other clarification or explanation which is judged necessary may also be provided. If the tenderer is a public body, please provide equivalent information.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last year⁵ <specify> USD	Year before last year⁵ <specify> USD	Last year⁵ <specify> USD	Average⁶ USD	[Past-year USD]**	[Current year USD]**
Annual turnover ⁷ , excluding this contract						
Current Assets ⁸						
Current Liabilities ⁹						
[Current ratio (current assets/current liabilities)]						



4 STAFF

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

Annual Manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹	Overall	Relevant fields ¹¹
Permanent staff ¹²								
Other staff ¹³								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

5 AREAS OF SPECIALISATION

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

	Leader	Member 2	Member 3	Etc.

Relevant specialisation 1				
Relevant specialisation 2				
Etc. ¹¹				

6 EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past five (5) years by the legal entity or entities making this tender. The number of references to be provided must not exceed 15 for the entire tender.

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall contract value (USD) ¹²	Proportion carried out by legal entity (%) ¹⁸	No of staff provided	Name of client	Origin of funding	Dates (start/end) ¹³	Name of consortium members, if any
Detailed description of project						Type and scope of services provided		

7 DECLARATIONS

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

- Moreover, each legal entity identified under point 1 of this application, including every consortium member, and each capacity-providing entity (if any) must submit a signed declaration of honour on exclusion and selection criteria.

8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for a consortium, this must include all consortium members), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- ❑ [Organisation & Methodology](#)
- ❑ [Key experts](#) (comprising a list of the key experts and their CVs), if required
- ❑ [Tenderer's declarations](#) (for a consortium, two from each consortium member)
- ❑ [Statements of exclusivity and availability](#) signed by each of the key experts, if required
- ❑ Completed [financial identification form](#) (see Annex VI to the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the Contracting Authority on an earlier occasion, unless it has changed in the meantime)
- ❑ Completed [legal entity file](#) (or the legal entity number allocated. Alternatively a copy of the legal entity file provided to the Contracting Authority on an earlier occasion, unless the legal status has changed in the meantime)
- ❑ Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- ❑ Documentary proof or statements required under the law of the country where we are effectively established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in **Part E** of the Tender Dossier. This evidence or these documents or statements must carry a date, which is not more than one year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then. **(To be held by the Tenderer until requested)**
- ❑ Documentary evidence of the [financial and economic capacity](#) **(To be held by the Tenderer until requested)** as well as the [technical and professional capacity](#) according to the selection criteria specified in the contract notice.

This tender is subject to acceptance within the validity period stipulated in [clause 6](#) of the Instructions to tenderers.

We understand that our tender may be rejected if we propose key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the CCJ.

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

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the Tenderer

Name	
Signature	
Date	



**FORMAT FOR THE DECLARATION REFERRED TO IN POINT 7
OF THE TENDER SUBMISSION FORM**

To be submitted on the headed notepaper of the legal entity concerned

<Date>

<Name and address of the Contracting Authority — see points 8 of the Instructions to tenderers >

Your ref: <reference >

TENDERER'S DECLARATION

Dear Sir/Madam

In response to your proposal < Publication reference >, we, < Name(s) of legal entity or entities>, confirm that we intend to submit a tender for the contract for [Lot number <number> of]* the above if we are invited to do so.

We hereby declare that we:

- are making this proposal [on an individual basis]* / [as member of the consortium led by < name of the leader / ourselves >]* for this contract. We confirm that we are not involved in any other proposal for the same contract, in any form (as a member, leader, in a consortium or as an individual consultant);
- are not in any of the situations excluding us from participating in contracts listed in Part E of this Tender Dossier.
- have not been involved in the preparation of the project which is the subject of this tender procedure unless we prove that the involvement in previous stages of the project does not constitute unfair competition, and have no conflict of interests or any equivalent relation with other candidates or other parties in the tender procedure at the time of submission of this proposal;
- [have attached a current list of the enterprises in the same group or network as ourselves] / [are not part of a group or network]* and have only included data in the proposal form concerning the resources and experience of [our legal entity] / [our legal entity and the entities for which we attach a written undertaking]*;
- will inform the CCJ immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;
- fully recognise and accept that if we participate in spite of being in any of the situations listed in Part E of the tender dossier we may be subject to rejection from this procedure. Furthermore, we acknowledge that, should we provide false declarations, make substantial errors or commit irregularities or fraud, we may also be subject to financial penalties representing 2% to 10% of the total value of the contract awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement; and

We also undertake, if required, to provide evidence of our financial and economic standing and our technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 14.

Yours faithfully,

<Signature of authorised representative>

If this declaration is completed by a consortium member:

The following table contains our financial data as included in the consortium’s application form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e., those not included in annual audited accounts) are given in the columns marked with **. Figures in all columns are calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any clarification or explanation which is judged necessary may also be provided.

Financial data Data requested in this table must be consistent with the selection criteria set in the contract notice	2 years before last⁵ <specify> USD	Year before last year⁵ <specify> USD	Last year⁵ <specify> USD	Average⁶ USD	[Past year USD]**	[Current year USD]**
Annual turnover ⁷ , excluding this contract						
Current Assets ⁸						
Current Liabilities ⁹						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

The following table contains statistics on our staff, as included in the consortium’s tender form:

Average manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹	Overall	Relevant fields¹¹
Permanent staff ¹²								
Other staff ¹³								

Yours faithfully,

<Signature of authorised representative>

<Name and position of authorised representative>

STATEMENT OF EXCLUSIVITY AND AVAILABILITY¹⁴

PUBLICATION REF: _____

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

From	To	Availability
< start of period 1 >	< end of period 1 >	[full time] [part time]
< start of period 2 >	< end of period 2 >	[full time] [part time]
< etc. >		

I confirm that I do not have a confirmed engagement¹⁵ as key expert in another CCJ - project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts implemented by the CCJ.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the Contracting Authority and in case of dispute concerning my contract with the Contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a Statement of Exclusivity and Availability for the following tender(s):

Tender reference	Submission deadline for the tender	Tendered engagement
< tender reference >	< date >	[full time] [part time]
< tender reference >	< date >	[full time] [part time]
< etc. >		

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability.]

Name	
Signature	
Date	

¹ Country in which the legal entity is registered.

² Add/delete additional lines for consortium members as appropriate. **Note** that a subcontractor is not considered to be a consortium member for the purposes of this application form. Subsequently, data on subcontractors must not appear in the data related to the economic, financial and professional capacity. If this application is submitted by an individual

legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium members between the deadline for receipt of applications indicated in the Contract notice and the award of the contract is not permitted without the prior written consent of the CCJ.

- ³ Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means.
- ⁴ If this application is submitted by a consortium, the data in the table must be the sum of the data in the corresponding tables in the declarations provided by the consortium members . Consolidated data are not requested for financial ratios.
- ⁵ Last year = last accounting year for which the entity's accounts have been closed.
- ⁶ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.
- ⁷ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.
- ⁸ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.
- ⁹ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.
- ¹⁰ If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this application form.
- ¹¹ Add / delete additional lines and/or rows as appropriate. If this application is submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).
- ¹² The effect of inflation will not be taken into account.
- ¹³ If the reference contract is only partially completed, please quote the percentage and value which has been completed.
- ¹⁴ To be completed by all key experts.

PART E - Exclusion criteria (extract)

1. 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 CCJ 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 CCJ 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 CCJ 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:

- (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;
- (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 CCJ, 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 CCJ'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 CCJ 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,

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 CCJ 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 CCJ 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.