

This document has been written by the Office of Public Procurement Policy (OPPP) in the Ministry of Finance and the Public Service. It sets out the policy relating to Government of Jamaica (GOJ) Contractor and Consultant Performance Evaluation Policy. APPENDIX 1

MINISTRY OF FINANCE AND THE PUBLIC SERVICE

OFFICE OF PUBLIC PROCUREMENT POLICY (OPPP)

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# Government of Jamaica (GOJ) Contractor and Consultant Performance Evaluation (CCPE) Policy

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**1. FOREWORD**

### 1.1. PURPOSE OF POLICY

The purpose of this document is to provide policy guidance on the framework and utilization of the Government of Jamaica (GOJ) Contractor and Consultant Performance Evaluation (CCPE) system. The CCPE is a standardized tool that assesses the performance of contractors and consultants on particular procurement contracts over specified periods of time to provide accurate and complete analyses which will guide source selections and other procurement decisions. It is the single GOJ-wide feeder system which consolidates and evaluates past and on-going performance reporting of contractors and consultants who participate in public procurement. This policy concentrates on the performance of contractors and consultants following the execution of procurement proceedings, i.e.: contract management and administration.

### 1.2. USE OF POLICY

This policy is to be applied by whole-of-Government administrators and regulators of public procurement in Jamaica. More specifically, the administrators are broadly the **procuring entities**, so defined under the Public Procurement Act, 2015 (as amended) “the Act”, who execute procurement proceedings and manage the procurement contracts resulting from these proceedings. The main regulator under this policy is the **Public Procurement Commission (PPC)**, which is responsible to inter alia, “promote efficiency and integrity in the public procurement process” and “continuously assess suppliers for capacity and performance consistent with registration and classification requirements under the Act”. Procuring entities and the Public Procurement Commission (PPC) will mutually apply this policy to guide the business process of actively collecting, interpreting and using contractor or consultant performance information to improve the GOJ procurement system.

This policy is intended to be equally applicable to all Government of Jamaica public procurement contracts from simple order, through to complex procurements for goods, services and works. These procedures should be read in conjunction with the tools (instruments, documents and reports) produced by the Public Procurement Commission (PPC) and any other administrative guidance issued, from time to time, by the Office of Public Procurement Policy (OPPP).

### 1.3. FURTHER INFORMATION AND GUIDANCE:

For further information, please contact the Office of Public Procurement Policy in the Ministry of Finance and the Public Service by sending an e-mail to: [opppcustomercare@mof.gov.jm](mailto:opppcustomercare@mof.gov.jm) or by calling +1-876-932-5264.

### 1.4. INTERPRETATION

This policy recognises the interpretation of the term “Contractor” as set out in the Act, which means “a bidder to whom a procurement contract has been awarded by a procuring entity”, and references to “Contractor” or “Consultant” are deliberate.

## 2. INTRODUCTION

2.1 A contract is a consensual relationship formed by promise and/or conduct that binds parties, such that any failure by a party to discharge the duties expressed or implied by the contract, entitles the aggrieved party to a remedy recognised in law<sup>1</sup>.

- 2.2 Public procurement is the government's acquisition of goods, works or services from suppliers, who through the mechanism of procurement contracts<sup>2</sup>, enable the government to discharge its obligations to citizens.
- 2.3 Procurement contracts are governed by the ordinary law of contract. However, procurement contracts, in their formation and performance, are influenced by a range of economic, social and legal considerations, which combine to guarantee prudence in spend, fairness, and equity to all legitimate participants, and propriety and accountability to taxpayers who are the beneficiaries of these contracts.<sup>3</sup>
- 2.4 Taken together, these considerations require from procuring entities, higher and unique standards of decision making in every stage of the procurement process, and these decisions are expected to result in efficient and effective contracting. Also required from accounting officers, who are agents of government, is a demonstration of the effectiveness and efficiency of these procurement contracts through which they bind the government- and for this purpose, reliable and transparent mechanisms must be deployed.
- 2.5 Traditionally, much has been said about public procurement performance improvement in relation to the solicitation and contractor or consultant selection processes in public procurement, and disproportionate attention has been given to reducing the time taken to award procurement contracts.
- 2.6 However, the formation of a procurement contract is not the end of public procurement, and a procuring entity's duties in relation to all procurement contracts must include sound contract administration and supervision to ensure *inter alia* that the value promised by the contractor or consultant is achieved.
- 2.7 Contractors and consultants must take their contractual obligations seriously, free from contingencies except those that are reasonable and are expressed in the contract. A contractor's work is expected to be fit for the purposes for which it is intended as defined and described in the procuring entity's requirements. Similarly, consultants- who may participate in the contract from the design stages through to supervision and related, must be held to the highest professional standards as their participation introduces several risks of failure if they are not adequately monitored.
- 2.8 Consequently, contractors and consultants will be in breach of a procurement contract if any of its work product(s), taken here to include construction, the supply of goods or services etc. is/are not fit for purpose, without the procuring entity having to prove negligence.
- 2.9 An effective contractor or consultant monitoring and evaluation process is a critical component within the procurement cycle. It is important that procuring entities maintain visibility over the activities under the contract. This includes implementing controls to mitigate risk in order to meet the required deliverables and other contractual terms.

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1 Peel, Edwin, and G H. Treitel. Treitel on the Law of Contract. London: Sweet & Maxwell, 2007.

2 The Public Procurement Act 2015 S2

3 *ibid*

2.10 The preceding considerations impel the deployment of an effective system of **contractor and consultant performance management**. Such a system, in improving public procurement transparency and accountability in the execution of procurement contracts, would also likely achieve many collateral aims, including contractor and consultant development, procuring entity improvement, and increased government efficiency.

2.11 That such a performance system is capable of achieving these aims is not merely anecdotal<sup>45</sup>. Several studies have reported positive correlations between the implementation of contractor or consultant performance measurement and robust contract administration practices, with improved contractor and consultant performance in government contracts.

*Public Procurement Law in Jamaica*

2.12 Given the regulatory coverage of public procurement, an effective system of contractor or consultant performance management must be developed with due reference to the existing legislative framework.

2.13 Jamaica's country procurement system is primarily governed by The Public Procurement Act 2015 which together with its several regulations provides a consolidated and modernized framework for public procurement in Jamaica.

2.14 The system is purpose built to achieve (9) objectives, which are enabled by particular principles - each touching all stages of the procurement cycle, but with different effects.

2.15 The objectives of Jamaica's procurement system are set out in Section 5 of the Act. These are to:-

2.15.1 **Maximise economy and efficiency in public procurement** - which means that proportionate, logical and simple measures must be implemented in all stages of procurement, leading to appropriate utilisation of resources;

2.15.2 **Promote economic development through public procurement** - providing opportunities for the efficient supply of goods, services and works to the government allows successful and competitive contractors and consultants to increase overall production and improve GDP;

2.15.3 **Obtain value for money in public procurement**- which requires the government to appropriately consider price and non-price factors in deciding on the most favourable contracting partner. To this extent, value for money is achieved when the:-

2.15.3.1 subject matter of the procurement is neither over-specified nor under-specified;

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4 Dagba, Julius and Dagba, Gershon, Effects of Procurement Strategies and Contract Management Practices on the Performance of Road Construction Projects in Ghana. (March 11, 2019). Available at SSRN: <https://ssrn.com/abstract=3431156> or <http://dx.doi.org/10.2139/ssrn.3431156>

5 Olga Smirnova, Juita-Elena (Wie) Yusuf and Suzanne Leland\***MANAGING FOR PERFORMANCE: MEASUREMENT AND MONITORING OF CONTRACTS IN THE TRANSIT INDUSTRY**, JOURNAL OF PUBLIC PROCUREMENT, VOLUME 16, ISSUE 2, 208-242

- 2.15.3.2 contract terms are the best possible in the circumstances; and
- 2.15.3.3 supplier is capable of providing the goods, works or services required on the agreed terms

2.15.4 **Promote integrity and engender public confidence in the public procurement process** - representing the government's duty to prevent unjust enrichment and unethical practice, and limit the possibility of public funds being used to enable criminal and unethical activities;

2.15.5 **Foster transparency in the public procurement process** - demanding that government acts in a way that is open and clear, as a means of enabling other objectives, and constraining improper and unethical behaviour;

2.15.6 **Encourage participation in public procurement** - reinforcing the benefits of inclusion of all qualified suppliers as a means to achieve economic benefits;

2.15.7 **Promote competition among suppliers for the supply of goods, works and services** - giving incentives to qualified, responsible suppliers to submit their best offers to government, balancing their opportunity to earn profits, and the government's desire to demonstrate fairness and value;

2.15.8 **Provide for the fair and equitable treatment of all persons participating in public procurement proceedings** - which gives reasonable opportunities to all qualified and eligible suppliers firstly to participate in public procurement proceedings, and then having participated, to be treated in an even and unbiased manner, unless there is an objectively justifiable reason to treat them differently. It also allows suppliers the opportunity to question or challenge the decisions of the procuring entity.

2.15.9 **Encourage national growth by enabling the participation of micro, small and medium sized enterprises in public procurement** - providing more favourable treatment to normally disadvantaged economic actors as a means of attaining social and economic benefits in the long term.

2.16 The objectives are implemented through a variety of legal and policy mechanisms that are built upon the principles of **transparency, competition, and equal treatment and proportionality**, though in respect of the procurement laws of Jamaica, these principles are yet to be articulated by any competent court.<sup>6</sup>

2.17 **Transparency** involves openness and clarity and in the present context, achieves<sup>7</sup>:

2.17.1 Publicity of the rules and criteria for performance and the manner of their application;

2.17.2 Publicity of decisions made in accordance with the rules and criteria; and

2.17.3 The possibility for verification of the fact that rules have been followed

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<sup>6</sup> Paymaster Jamaica Limited v The Postal Corporation of Jamaica [2018] JMCA Civ 6

<sup>7</sup> Arrowsmith et. al. Public Procurement Regulation: An Introduction, University of Nottingham 20004

- 2.18 **Competition** involves contest and in the present context requires:
  - 2.18.1 Government to increase the opportunities for inclusion of as many capable firms as possible while ensuring that incapable or otherwise undesirable firms are not included in procurement activities;
  - 2.18.2 Contractors and consultants to demonstrate their capabilities to government in a manner that secures for themselves the right to participate, and the benefits of a government contract which provides to government the best possible contract terms;
- 2.19 **Equal or Equitable Treatment** involves:
  - 2.19.1 Treating suppliers in a non-discriminatory manner, addressing similar situations in the same way, and different situations in different ways, unless an objectively justifiable reason compels otherwise; and
  - 2.19.2 Ensuring that eligible and qualified suppliers are given an opportunity to supply the government.
- 2.20 **Proportionality** requires that procurement measures are:
  - 2.20.1 Appropriate to attain the goal being pursued; and
  - 2.20.2 Do not go beyond what is necessary to achieve the goal.
- 2.21 It follows that a policy of contractor or consultant performance evaluation in accounting for these general objectives and underlying principles should:
  - 2.21.1 Articulate cogent and meaningful objectives
  - 2.21.2 Establish the scope and application of the policy
  - 2.21.3 Identify and clarify roles and responsibilities of participants
  - 2.21.4 Direct the use and application of results
  - 2.21.5 Establish protocols for the retention of records
  - 2.21.6 Establish the reporting parameters and frequency
  - 2.21.7 Establish an appropriate performance measurement system
  - 2.21.8 Set out clear procedures and tools for operationalization of the policy.

### 3. THE OBJECTIVES

- 3.1. The objectives of the CCPE system are to:

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- 3.2 **Achieve value for money in the implementation of procurement contracts.**

- 3.2.1 According to reports authored by the International Association of Contract and Commercial Management, the Aberdeen Group, and the International Association of Outsourcing Professionals, the average contract loses approximately 17% to 40% of its value from the time of execution through to close-out.<sup>8</sup> Value leakage can result from various causal agency, especially, non-value-added change orders; lack of innovation; poor post award processes and governance; lack of clarity on scope and goals; invoicing errors;

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<sup>8</sup> Jeanette Nyden and Lawrence Kane (2019). How to Reduce Value Leakage in Complex Contracts. Taken from <https://sig.org/blog/how-reduce-value-leakage-complex-contracts>

non-compliant work; delivery failures and the failure to engage stakeholders. Warning signs of contract leakage include:

- 3.2.1.1 Disagreement over contract scope
- 3.2.1.2 Weaknesses in contract monitoring and management
- 3.2.1.3 Performance failures resulting from over-commitment
- 3.2.1.4 Disagreement over level of commitments made
- 3.2.1.5 Insufficient or incomplete contract content
- 3.2.1.6 Disputes about pricing
- 3.2.1.7 Issues with subcontractors

3.2.2 Efficient contractor and consultant performance evaluation minimizes the risks which result from contract leakage and therefore enhances the realization of Value for Money (VFM) in the implementation of procurement contracts.

3.2.3 Value for Money (VFM) in procurement considers the real or total cost of the goods, works and services procured, having regard to the combination of costs involved in acquisition, operation, maintenance and disposal. Whilst it is generally appreciated that value for money attainment is one of the main objectives of effective modern procurement practice, creating value from the supply base can be achieved by not only focusing on price but also increasing operational performance, driving efficiencies, working collaboratively or developing continuous improvement activities [Chartered Institute of Procurement and Supply (CIPS)].

3.2.4 The CCPE is therefore intended to achieve these positive outcomes as it is predicated on the increasing recognition of the importance and benefits of effective contract management. It directly affects the quality of the Government of Jamaica's supply chain by ensuring that contractors and consultants honour their commitments to the traditional measures of time, cost and quality and the other non-traditional measures which include, the environment, health and safety and productivity. Importantly, the CCPE also holds procuring entities accountable for adhering to their contractual obligations with contractors and consultants and uphold their fiduciary duty of effective and successful contract management, which relies upon careful, comprehensive and thorough implementation of pre- and post-contract award activities.

### **3.3 Improve capacity of procuring entities to fairly and equitably assess the performance of contractors and consultants and maintain accurate records of findings**

3.3.1 The achievement of procurement outcomes is related to the manner in which procurement activities are carried out, and the mechanism of administering and managing procurement contracts. Procuring entities are therefore encouraged to undertake the appropriate levels of research and analysis from the procurement planning stage to identify the inherent risks and opportunities in prevailing market conditions, capabilities and availabilities of the supplier market, contract duration and timing, and suitable procurement modalities and bidding arrangements. This understanding will ensure that the final requirements expressed in the bid solicitation proceedings will not only be fit for purpose, but will clearly describe contractor or consultant outcomes and results, in terms of functional and technical



performance requirements and therefore constitute the basis of how contractor or consultant performance is monitored and evaluated.

- 3.3.2 The CCPE systemizes evaluation across GOJ with clear and relevant information that is based on objective facts that are supported by accurate performance data. By instituting standard measurements which can be universally applied across the numerous industries which are represented in the contractor or consultant base, procuring entities can access consistent, relevant, authorised information that can be held up to scrutiny and serves as an input to future decisions in source selection.

### **3.4 Improve the performance and capacity of Contractor or consultants**

- 3.4.1 The CCPE is used to encourage contractors and consultants to improve their performance in executing GOJ contracts since it makes judgements on their suitability for future contract awards. By addressing performance issues with contractors and consultants and documenting them accordingly, procuring entities create fair and equitable opportunities for contractors and consultants to improve on inadequate performance.
- 3.4.2 Supplier development is therefore a crucial outcome of the CCPE as the contract monitoring entails the management of problems and issues quickly, effectively, fairly and in a transparent manner.

### **3.5 Foster positive supplier relationships in public procurement**

- 3.5.1 The CCPE and its outputs constitute a paradigm shift for public procurement in Jamaica. Positive supplier relationship management is an efficient non-traditional practice that recognizes and develops supplier capabilities in an effort to continuously improve the supply chain for the buying organisation, maximize value from contracts and minimize risk across contract life cycles. The objective is to treat contractors and consultants equitably and in a non-discriminatory manner, to maintain integrity, high ethical conduct and mutual trust in all processes and actions as they are valuable stakeholders.
- 3.5.2 The possibility of incentives for excellent performance should further foster positive relationships. A goal of the CCPE Policy is to reward contractors and consultants for outstanding work. Incentives can correlate with results but would not be pertinent to meeting minimum standards of contract performance. During execution, there should be a proper project management including balancing cost, performance, and schedule. A Note of Appreciation (NoA) can be issued by the procuring entity where it is evident that the contractor or consultant has done outstanding work e.g. initiating innovations, managing costs, and enabling cost reduction while maintaining excellent performance.

## **4 SCOPE AND APPLICATION OF POLICY**

- 4.1 Contractor or consultant Performance Evaluations (CCPE) must be conducted for procurement contracts for goods, services (consulting and non-consulting) and works:
- 4.1.1 raised by any prescribed method of procurement, and valued in excess of the threshold determined by the PPC in consultation with the OPPP (“**the CCPE Threshold**”). Procuring Entities may elect to conduct evaluations for contracts below the CCPE threshold and any such evaluation must be done in accordance with the prescribed procedures, save and except the **provisions related to centralised reporting**;
  - 4.1.2 made pursuant to a Framework Agreement, where the value of such procurement contract exceeds the CCPE threshold;
  - 4.1.3 made pursuant to multilateral or bilateral agreements to which Jamaica is a party, or an agreement between Jamaica and an international organization, providing for an alternate system of procurement than that which is provided under the Public Procurement Act;
  - 4.1.4 awarded to Micro Small and Medium Sized Enterprises under the GOJ policy for Special and Differential Treatment regardless of value;
  - 4.1.5 awarded under emergency circumstances regardless of value;
  - 4.1.6 that are terminated for cause, regardless of value. A CCPE prepared for such a contract must be accompanied by substantial qualitative information, together with all letters of warning, and other related evidence.
- 4.2 CCPE are not required for procurement contracts for goods, services and works:
- 4.2.1 that are exempt from the application of the Act, whether by virtue of the First Schedule, or any Ministerial Order made pursuant to Section 3 of the Act, save and except the exemption referred to in paragraph 4.1.3 above;
  - 4.2.2 raised between two government entities pursuant to prescribed procedures
- 4.3 Where CCPE is required under this policy, the following will prevail:
- 4.3.1 Where the contractor or consultant has supplied goods, services and works as a joint venture, the CCPE will be conducted for the joint venture;
  - 4.3.2 Where a prime contractor or consultant has appointed a sub-contractor or sub-consultant, CCPE must be done for the prime contractor or consultant. However, evaluation of the prime contractor or consultant’s performance must take into account its ability to manage and co-ordinate sub-contractors and sub-consultants;
  - 4.3.3 If during the currency of a procurement contract to which this policy applies, a contractor or consultant is substituted by assignment or novation, CCPE must be conducted for the outgoing and incoming contractor or consultant;

## **5 ROLES AND RESPONSIBILITIES**

- 5.1 The PPC together with the Office of Public Procurement Policy in the Ministry of Finance and the Public Service are responsible for developing, revising and implementing CCPE policies and procedures.
- 5.1.1 In particular, the OPPP will:
    - 5.1.1.1 Formulate CCPE policy and implementation guidelines
    - 5.1.1.2 Review, refine and update CCPE policies and implementation guidelines

- 5.1.1.3 Initiate stakeholder consultation as necessary to achieve the aims of this policy
- 5.1.1.4 Produce and issue for use updated and relevant standard/template solicitation documents and standard contracts
- 5.1.1.5 Monitor, evaluate and report on the effect of the implementation of this policy on the performance of the country procurement system

5.1.2 The PPC will:

- 5.1.2.1 Collaborate with the OPPP in the formulation of CCPE policies, procedures and tools
- 5.1.2.2 Undertake stakeholder consultation as necessary to achieve the aims of this policy
- 5.1.2.3 Develop, review, edit and/or update CCPE related templates, training material and other relevant documentation.
- 5.1.2.4 Maintain a centralised electronic database/repository for upload/collection and processing of CCPE results
- 5.1.2.5 Train PEs in the use of tools
- 5.1.2.6 Monitor contractor or consultant performance using statistical tools, and implement actions to address consistently poor contractor or consultant performance
- 5.1.2.7 Apply contractor or consultant performance results in decisions for registration or re-registration of suppliers
- 5.1.2.8 Coordinate and conduct audits of contractor or consultant performance results from time to time.

5.2 Procuring Entities are responsible to integrate CCPE in all stages of the procurement cycle in accordance with the procedures herein, to conduct thorough and comprehensive CCPE assessments, and make complete reports into the PPC's centralised electronic database.

5.2.1 In particular, the Head of the Procuring Entity will:

- 5.2.1.1 Undertake overall responsibility for the effective implementation of the CCPE in the Procuring Entity and ensure compliance with the applicable requirements as outlined in policy guidance.
- 5.2.1.2 Ensure the completion of quality evaluations in a timely manner.
- 5.2.1.3 Appoint and maintain a pool of Assessors which is comprised of employees of the procuring entity who possess the technical skill-set necessary to conduct contractor or consultant performance evaluations. The Assessors shall be Procurement Practitioners, Contracting Officers, Contract Specialists, Project Managers, Programme Managers or the equivalent individual responsible for programme, project, or task/job/delivery order execution and as far as possible, must not have any prior contact or responsibility in respect of the contract to be evaluated (eg. Internal auditor, etc.)
- 5.2.1.4 Ensure that the Assessors and all connected stakeholders in the use of the CCPE tools are adequately trained.
- 5.2.1.5 Ensure that relevant CCPE is considered and CCPE information is disclosed/published in all stages of procurement in accordance with the procedures herein.

- 5.2.1.6 Verify and sign off on the final rating of the contractor or consultant prior to the upload of the results to the PPC's centralised electronic database. This should be done through the establishment of a process of administrative oversight within the procuring entity for the timely review and processing of past performance evaluations.
  - 5.2.1.7 Monitor and report to the PPC on the Entity's compliance with reporting requirements.
- 5.2.2 The Procurement Committee will:
- 5.2.2.1 Review CCPE forms for accuracy and completeness. The Committee should ensure that the evaluation is supported by objective evidence of the contractor or consultant's performance for the contract and contract performance period under review.
  - 5.2.2.2 Resolve any disagreement between the Assessor's evaluation results and the contractor or consultant's feedback on said evaluation. This should be undertaken as a check-and-balance exercise to consider significant discrepancies between the feedback provided by both parties, thereby ensuring fairness and objectivity.
  - 5.2.2.3 Recommend to the Head of Procuring Entity, the final acceptance of the CCPE results.
  - 5.2.2.4 Observe the implementation of this CCPE Policy within the Procuring Entity and make recommendations for process improvement to the Head of the Procuring Entity, from time to time.
- 5.2.3 The Head of Procurement or his designate will:
- 5.2.3.1 Ensure that CCPE information is considered, and CCPE information is disclosed/published in all stages of procurement in accordance with the procedures herein;
  - 5.2.3.2 Produce a CCPE plan for each contract/contractor or consultant in keeping with the procedures herein;
  - 5.2.3.3 Facilitate the training of Assessors and all connected stakeholders in the use of the CCPE tools.
  - 5.2.3.4 Ensure contractors and consultants understand and agree on the performance evaluation methodology
  - 5.2.3.5 Upon the receipt of the final approved CCPE form from the Head of Procuring Entity, upload the CCPE results into the PPC's centralised electronic database
  - 5.2.3.6 In the case of interim CCPEs, promptly communicate the result of the CCPE to the contractor or consultant, and highlight areas of deficiency if any, to be improved.
- 5.2.4 The Assessor will:

- 5.2.4.1 Perform the final or interim CCPE assessment no later than thirty (30) calendar days after the end of the relevant contract performance period by submitting a clear and complete evaluation form indicating-
    - 5.2.4.1.1 description of the principal purpose of the contract
    - 5.2.4.1.2 how the contractor and/or consultant performed
    - 5.2.4.1.3 relevant validation information that accurately depicts the contractor or consultant's performance
    - 5.2.4.1.4 information based on objective facts supported by programme, project and/or contract performance data
  - 5.2.4.2 Obtain from the relevant parties, all documents and reports that are necessary or relevant to complete the evaluation in accordance with the assessment matrix.
  - 5.2.4.3 Apply only those relevant evaluation criteria calculating final results where necessary
  - 5.2.4.4 Complete the CCPE form, sign and submit to the Head of Procuring Entity for review.
- 5.2.5 The contractor or consultant will:
- 5.2.5.1 Establish and maintain a suitable means of communication, that is: an active mailing and/or email address, through which performance evaluations and related matters will be disseminated from the procuring entity.
  - 5.2.5.2 Review and submit comments on the performance evaluation to the procuring entity within 30 calendar days of receipt. Where a meeting may be desired by the contractor or consultant to discuss the evaluation, it must be requested, in writing, no later than seven calendar days from the receipt of the evaluation. This meeting will be held during the contractor's and consultant's 30-calendar day review period.
  - 5.2.5.3 Himself sign or so designate a representative to sign the final evaluation. Under no circumstances should a Government employee be assigned/authorized to sign the evaluation on behalf of the contractor or consultant who is the subject of the evaluation.
  - 5.2.5.4 Submit a timely and thorough rebuttal in case of non-agreement with the evaluation and may request a review of the decision by the procuring entity. The rebuttal should address both procedural and substantive deficiencies in the evaluation. The rebuttal should include copies of any supporting information, including records, notes, contemporaneous emails from the procuring entity and other documentation that contradicts the conclusions drawn by the procuring entity.

## **6 PRINCIPLES FOR ARRIVING AT A SUITABLE EVALUATION METHODOLOGY**

- 6.1 For present purposes, the monitoring and measurement of contractor or consultant performance must be systematic and evidenced based, providing the opportunity for continuous learning and accountability.
- 6.2 The measurement approach must be integrated into all aspects of the procurement cycle, and aligned with clearly defined strategic goals, ultimately focused on achieving improved results for taxpayers.
- 6.3 Of the accepted standard approaches to performance measurement, the system of Indicators, together with establishment of performance targets provides the most advantageous solution.
- 6.4 Indicators are quantifiable measurements that reflect the critical success factors of an organisation or undertaking. Indicators allow adequate measures of performance of standardized activities, and are preferred to other approaches to measurement, as Indicators:
- 6.4.1 rely on recent, objective and quantifiable data/information;
  - 6.4.2 are agreed in advance by all parties;
  - 6.4.3 when combined with targets provide a useful gauge of performance in real time;
  - 6.4.4 involve the deployment of multiple types of metrics which are responsive to a range of local situations and may be more meaningful for contracts
- 6.5 In tandem with targets, indicators allow for measurement against expectations. Targets may vary depending on established goals and objectives, and if trended, forces examination of wider connected or associated considerations regarding the entire procurement system, and how it may be improved, while allowing for the consideration and treatment of individual contractor or consultant performance issues.
- 6.6 Trends may be established on the basis of:
- 6.6.1 Known/existing standards, which may be either from internal or external sources
  - 6.6.2 Standards to be established through consultation and by baseline
  - 6.6.3 Milestones achieved
- 6.7 In the deployment of metrics and the agreement of targets, the following must be determined, :-
- 6.7.1 Are they meaningful?
  - 6.7.2 Are they relevant?
  - 6.7.3 Are they focused on contextual needs and demands?
  - 6.7.4 Is the data to be used accurate and reliable?
  - 6.7.5 Is it simple enough to be understood?
  - 6.7.6 Is it cost effective to collect and report the data?
- 6.8 **The Contractor Performance Evaluation matrix as well as the Consultant Performance Evaluation matrix and connected instructions appear in Appendix 1 “Guide to assessment of Contractor or consultants”.**

## 7 FREQUENCY OF REPORTING

- 7.1 To support the Government of Jamaica’s goal of awarding contracts to contractors and consultants who deliver the best value and quality in goods, services and works offerings, contractor or consultant performance evaluations must be done consistently during the contract execution phase and shortly after contract close-out. The evaluations must therefore be supported by relevant and current information to ensure they are as objective and accurate as possible.
- 7.2 The end-goal of reporting is to gradually build an archive of contractor or consultant performances that tracks, assesses and records their improvement, consistency or regression overtime. From this database of individual performances, contractor or consultant profiles will be created on a fair, objective, informed and balanced basis.
- 7.3 It is hoped that deeper probing of these variables will ultimately yield valuable insights that can guide decision-making of procuring entities in their future contract management attempts. Importantly also, this probing is intended to engender continuous dialogue with contractors and consultants to encourage high levels of performance not only over the life of a current contract but during the lifetime of their relationship with the Government of Jamaica.
- 7.4 Contractor or Consultant Performance Evaluation Reporting is classified as follows:
- 7.4.1 Interim Evaluation Report;
  - 7.4.2 Final Evaluation Report;
  - 7.4.3 Addendum Evaluation Report and
  - 7.4.4 Special Evaluation Report.

## **7.5 Interim Evaluation Reports**

- 7.5.1 Interim evaluation reporting is conducted at periodic intervals or milestones during the life of the contract to provide feedback on the contractor or consultant’s performance, with the objective of documenting real time feedback on that contract’s execution.
- 7.5.2 Such reports are to be considered as a natural output of the quality control management system undertaken by the procuring entity as the contract is being implemented. Given that there are many different types of quality management and control systems, it is essential to select an appropriate system or methodology based on the nature of the contract. This choice should be contractually agreed upon, prior to contract commencement. For example: inspections, audits and tests.
- 7.5.3 Interim evaluations identify the risks that occur in the contract execution phase and trigger the procuring entity to examine how risks may be mitigated through future actions. These evaluations:-
- 7.5.3.1 Create an opportunity within the CCPE reporting framework, to systematically monitor performance of the contractor or consultant;
  - 7.5.3.2 Formally document what, if any performance related issues or barriers have been experienced with the contractor or consultant; and
  - 7.5.3.3 Enable deepening of the partnership between the procuring entity and the contractor or consultant towards meeting contract requirements.

## 7.6 Final Evaluation Reports

- 7.6.1 Final Evaluation Reporting is conducted at the end of the contract period, no later than thirty (30) working days after contract close-out
- 7.6.2 The final evaluation is **NOT** undertaken by simply averaging all the scores from the interim reports. It is instead conducted by a comprehensive assessment of the contract to examine and appraise the overall performance of that contractor or consultant.
- 7.6.3 The Final Evaluation Report will:
  - 7.6.3.1 Express final appraisal of the contractor or consultant's performance and any major issues that occurred during the contract period;
  - 7.6.3.2 Provide an overview of the contractor or consultant's performance in respect of the contractual obligations and
  - 7.6.3.3 Recognize the contractor or consultant's use of opportunities (if any) during contract execution to improve efficiencies, value for money and performance (value engineering) within the bounds of the contractor or consultant's requirements. This should be holistically and collectively reviewed and assessed.

## 7.7 Frequency of Reports

- 7.7.1 The frequency of the Interim and Final Performance Evaluation reporting shall be as set out below:

ACTUAL CONTRACT DURATION	RECOMMENDED FREQUENCY	
	FINAL	INTERIM
Less than 1 month	1	None recommended
1– 4 months	1	At least 1 interim evaluation
+4 – 8 months	1	At least 2 interim evaluations



+8– 12 months	1	At least 3 interim evaluations
Over 12 months	1	At least 1 interim evaluation every 4 months

## 7.8 Addendum Reports

7.8.1 Addendum Reporting may be conducted after the submission of the final Evaluation Report, to record the contractor’s and consultant’s performance after contract close-out, in respect of the following matters which may subsequently arise based on the nature of the procurement:

7.8.1.1 For Goods Procurements and non-consulting services: warranty performance and/or after-sales services.

7.8.1.2 For consulting services: recognised errors and/faulty analyses or reporting

7.8.1.3 For Works Procurements where –

7.8.1.3.1 a defect notification is issued to the contractor or consultant requiring corrective work during the defects liability period (after the procuring entity’s takeover of the final/ completed works) and/or

7.8.1.3.2 observed defect(s) after the defects liability period produce a material positive or negative effect on the overall performance of the contractor or consultant.

## 7.9 Special Reports

7.9.1 Special Reporting is a distinct and separate reporting format from interim, final and addendum reporting and may be conducted where the following exceptional events have occurred:

7.9.1.1 **During the life of a contract –**

7.9.1.1.1 where there will be a transfer of the contract to a different procuring entity. An administrative report should be undertaken to formally “close-out” the contractual management responsibility from the original procuring entity as part of the hand-over procedures to the new procuring entity. This is intended to ensure the provision of an independent and objective assessment of the contractor or consultant by the original procuring entity within a reasonable amount of time rather than rely on their provision of contractor or consultant performance inputs at the final evaluation reporting stage. This also seeks to minimize the consideration of positive or negative biases from both procuring entities; and/or

7.9.1.1.2 where a contractor or consultant is terminated, having regard to the termination clauses outlined in the contract. The preparation of an administrative report which treats specifically with the factors that gave

rise to the contractor's or consultant's termination is intended to separate the termination event from Interim reports so that the flow of the contractor or consultant's performance can be properly documented. This will be done to salvage any positive interim report(s) and incorporate any negative interim reports to yield an overall balanced contractor or consultant performance ranking.

#### **7.9.1.2 After contract close-out -**

Where a contractor or consultant rebuts or disagrees with any aspect(s) of the final evaluation report. The procuring entity will need to update that final evaluation report and provide detailed comments of support or revocation.

## **8 USE OF DATA / ACCESS TO INFORMATION/CONFIDENTIALITY**

- 8.1 The use of the CCPE will yield valuable information which will reflect end-user perspectives of the Government of Jamaica's various procuring functionaries, and the contractor or consultants.
- 8.2 In this regard, all users of the CCPE are to be properly trained in the use of the system to perform their respective responsibilities, which include, but are not limited to: initiating, implementing, reviewing and maintaining contractor or consultant evaluations. The inputting of objective and accurate information provides a record of a contractor or consultant's performance, whether positive or negative, on a given contract during a specified period of time. Then the contractor's or consultant's subsequent review and/or provision of an objection or no-objection to this evaluation, completes a fair and objective assessment.
- 8.3 Critical to the success of the CCPE, is the proper classification and treatment of information gleaned from the evaluations of the procuring entities. This information should be broadly categorized as "Information for Official Use" since it is largely comprised of information that will likely be proprietary to the Contractor or consultants being evaluated.
- 8.4 The contents of the evaluation reports and the details of the evaluations are confidential. Disclosure of contractor or consultant performance evaluations to parties other than the procuring entity, the PPC and the contractor or consultant that is the subject of the evaluation, is not authorized and is therefore, strictly prohibited.
- 8.5 Procuring entities will be able to access contractor or consultant scores and consolidated evaluations during an entity's tender evaluation process. The PPC will provide reports only for the period required in the qualification or evaluation criteria.
- 8.6 A procuring entity, in its evaluation of bids for a procurement contract may disqualify a bidder if the bidder's CCPE scores demonstrate consistently poor performance.

- 8.7 It must be noted that, pursuant to the Access to Information Act, 2002, matters which contain some exempt matter protected by Section 20 (Documents relating to Business Affairs, etc) fall under the scope of protection provided by the Act, and should not be disclosed to unauthorized parties. The Access to Information Act grants to the public, a general right of access to official documents held by public authorities, subject to exemptions which balance that right against the public interest in exempting from disclosure, governmental or personal information of a sensitive nature.
- 8.8 The unauthorized disclosure of contractor or consultant evaluation reports may result in the revelation of said contractor or consultant's commercial trade secrets and/or financial data over which the contractor or consultant has exclusive rights and this ultimately undermines the integrity of the Government of Jamaica's procurement system and its general duty of care to stakeholders.
- 8.9 Disclosure of contractor or consultant evaluation reports may therefore be subject to redaction of these protected sections and limited to general public information. The determination of these redactions should be decided on a case-by-case basis and upon request. It is expected that internal legal assistance should be sought to arrive at this determination.
- 8.10 The following sources of data, where relevant, should be considered for the purpose of the the contractor or consultant performance evaluations:
- 8.10.1 Contractor or consultant operations reviews
  - 8.10.2 Status and progress reviews
  - 8.10.3 Production and management reviews
  - 8.10.4 Management and engineering process reviews (e.g. risk management, requirements management, etc.)
  - 8.10.5 Cost performance reports and other cost and schedule metrics (e.g. Earned Value Management System)
  - 8.10.6 Programme measures and metrics such as:
  - 8.10.7 Measures of progress and status of critical resources
  - 8.10.8 Measures of product size and stability
  - 8.10.9 Measures of product quality and process performance
  - 8.10.10 Customer feedback/comments and satisfaction ratings
  - 8.10.11 Systems engineering and other technical progress reviews
  - 8.10.12 Technical meetings
  - 8.10.13 System (physical and functional configuration) audits
  - 8.10.14 Quality reviews and quality assurance evaluations
  - 8.10.15 Functional performance evaluations
  - 8.10.16 Business System Reviews such as Internal Audits, Purchasing System Reviews or Strategic Business Plan analyses
  - 8.10.17 Subcontract Reports
  - 8.10.18 Quality Control Program documentation
  - 8.10.19 Schedules and milestones
  - 8.10.20 Deficiency reports
  - 8.10.21 Safety standard compliance
  - 8.10.22 Environmental standard compliance
  - 8.10.23 Labour standard compliance

- 8.11 The CCPE process should therefore produce the following broad categories of data:
- 8.11.1 Completed CCPE forms
  - 8.11.2 Compiled supporting evaluation documents for submission
  - 8.11.3 Interim Evaluation Reports
  - 8.11.4 Final Evaluations
  - 8.11.5 Addendum Evaluation Reports
  - 8.11.6 Special Evaluations
  - 8.11.7 Performance Evaluation Reports
  - 8.11.8 Performance Management Reports
  - 8.11.9 Contract Management Plans
  - 8.11.10 Project Status Reports
  - 8.11.11 Final Evaluation Reports
  - 8.11.12 CCPE system quality reports and checklists
  - 8.11.13 Contractor or consultant Appeal Reports

## **9 RECORDS RETENTION**

All iterations of the contractor or consultant performance evaluations – interim, final and addendum reports, are to be prepared in electronic form and electronically archived for a minimum of ten (10) years, in accordance with the established Government of Jamaica document management protocols, the Financial Audit and Administration (FAA) and the Financial Management Regulations. Hardcopies of these reports are to be maintained by procuring entities, in a secure filing system, as a redundancy for the electronic format, to be retrieved if necessary.

## **10 COMMUNICATING THE RESULTS**

- 10.1 The CCPE is intended to facilitate clear and open communication between the Government of Jamaica’s procuring entities and its contractor or consultants.
- 10.2 In this regard, the quality of the evaluation report must be credible and supported by clear, succinct and unambiguous language.
- 10.3 The evaluation should be supported by an appropriate level of documentation that provides evidence and establishes a basis for the contractor or consultant rating assigned. The description should essentially be consistent with the established CCPE measurement metrics, contract objectives and must:
- 10.3.1 Address recent and relevant contractor or consultant performance.
  - 10.3.2 Collect input from the contractor or consultant and all staff involved in project team.
  - 10.3.3 Provide reader a complete understanding of the contractor or consultant’s performance.
  - 10.3.4 Have a narrative for each rated element.
  - 10.3.5 Contain any explicit details that are unique to the circumstances of the contract
  - 10.3.6 Include Rating changes from prior reports
  - 10.3.7 Indicate benefit and/or impact to the Government on the Stated outcomes
  - 10.3.8 Contain objective and subjective statements along with examples of the contractor’s or consultant’s impact on improving or hindering government performance.
  - 10.3.9 Indicate major and minor strengths and weaknesses of the contractor or consultant

- 10.4 The contractor or consultants shall be afforded up to fourteen (14) calendar days from the date of notification of availability of the CCPE to submit comments, rebutting statements or additional information using the approved form to lodge their appeals in writing.
- 10.5 On notification of a contractor or consultant objection (or appeal) by the PPC, the Procuring Entity shall provide for the CCPE to be reviewed by the Procurement Committee to examine the contractor's or consultant's objections regarding the evaluation.

## **11 PROCEDURES FOR A CONTRACTOR OR CONSULTANT'S CHALLENGING OR DISPUTING OF A CONTRACTOR OR CONSULTANT PERFORMANCE EVALUATION**

- 11.1 To the extent the contractor or consultant rebuts or disagrees with any aspect of the final performance evaluation or when faced with a poor performance rating that the contractor or consultant believes unjustified, the contractor or consultant should submit a timely rebuttal (within fourteen (14) days of formally being advised). The rebuttal should address both procedural and substantive deficiencies in the evaluation. The rebuttal should include copies of any supporting information, including records, notes, contemporaneous emails from the agency and other documentation that contradicts the conclusions drawn by the procuring entity.
- 11.2 An effort should be made to resolve conflict within the Procuring Entity before using external intervention. The contractor or consultants' rebuttal must be reviewed by the Procurement Committee within the procuring entity.
- 11.3 The Procuring Entity may choose either: (1) to amend the CCPE, or (2) stand by its original CCPE. The ultimate conclusion on the CCPE is a decision of the Procuring Entity. In the case of (1) above, the Procuring entity shall submit the revised CCPE to the PPC within five (5) business days from the date of receiving the contractor's or consultant's appeal. In the case of (2) above, the Procuring Entity shall communicate in writing to the PPC its intention to standby its original CCPE. The Procuring Entity shall transmit said notification to the PPC within 5 business days from the date of receiving the contractor's or consultant's appeal. This notification should be supported by documentation of the procedural and substantive deficiencies in the contractor's or consultant's performance.
- 11.4 The PPC should therefore proceed to deploy its internal procedures in respect of treating with the contractor's or consultant's appeal. These internal procedures include and are not limited to a tabling of the contractor's or consultant's appeal before the Board of Commissioners and the subsequent dispatch of a response to the Procuring Entity and the Contractor or consultant in question.
- 11.5 Copies of the CCPE Form, Appeal Form (Contractor or consultant's response) and supporting documentation, if any, shall be retained (as per GOJ Retention Schedule as in force), as part of the evaluation. CCPEs may be used to support future award decisions, as per PPC guidance.

## **12 SANCTIONS**

12.1 The public procurement legislation now in force, provides a range of outcomes associated with the results of the Contractor or consultant performance evaluation.

12.2 In particular:-

12.2.1 Regulation 3(3) of The Public Procurement (Registration and Classification of Suppliers) Regulations 2019 provides that the PPC may refuse to register an applicant as a supplier if the PPC is satisfied that the applicant:-

(f) having regard to the past performance during the period of five years immediately preceding the date of the application, or expertise of the applicant or any relevant employee, it would not be appropriate to register the applicant as a supplier

12.2.2 Similarly, Regulation 15(1) of The Public Procurement (Registration and Classification of Suppliers) Regulations 2019 provides that the PPC may cancel the registration of a supplier if-

(g) the supplier has a past of unsatisfactory performance of procurement contracts verified by procuring entities

12.2.3 Similarly, Regulation 14(1) of The Public Procurement (Registration and Classification of Suppliers) Regulations 2019 provides that the PPC may suspend the registration of a supplier-

for any of the reasons for cancellation specified in regulation 15 where, on the facts of the case before it, the Commission is of the view that suspension would be more appropriate

12.2.4 Regulation 19(1) of The Public Procurement Regulations 2018 provides that

Regulation 19(1) A supplier shall not be qualified to bid if:-

(e) in the opinion of the procuring entity the supplier, is not a person

(i) of sound probity; or

(ii) able to exercise competence, diligence and sound judgment in fulfilling the supplier's responsibilities in relation to a public procurement

12.3 Given the effect on a supplier's ability to participate in public procurement, an effective sanctions system should encourage good performance through graduated penalties. This coheres with the underlying principles of equity and competition, and achieves accountability.

12.4 The sanctions regime should be applied in an invariable, transparent and indiscriminate manner, according to the level, severity and frequency of the contractor's or consultant's poor performance.

12.5 The following sanctions will apply:-

12.5.1 A contractor or consultant that has received a final score calculated in accordance with this policy and is less than 50 per cent, will receive one warning from the Procuring Entity in the prescribed format. This warning will be uploaded into the applicable PPC database;

12.5.2 A contractor or consultant receiving at least three warnings in a given fiscal year may be suspended from the Supplier Register in respect of the category or categories of registration applicable to the contract on which the poor performance was recorded.

12.5.2.1 Subject to Regulation 16 of The Public Procurement (Registration and Classification of Suppliers) Regulations 2019, the PPC will determine the duration of the suspension from the category of registration.

12.5.3 A contractor or consultant receiving at least two suspensions in a given fiscal year may be expelled from the Supplier Register in respect of the category or categories of registration applicable to the contract on which the poor performance was registered.

12.5.3.1 Subject to Regulation 16 of The Public Procurement (Registration and Classification of Suppliers) Regulations 2019, the PPC will determine the duration of the expulsion from the category of registration.

12.5.4 Subject to a contractor or consultant receiving three (3) warnings in a given fiscal year, the contractor or consultant may be required to undertake corrective measures as prescribed by the PPC.

Table 2 below sets out the applicable sanctions:

<b>ACTION</b>	<b>TRIGGER</b>	<b>DURATION</b>	<b>APPROVED BY</b>	<b>APPLICATION</b>
Warning	A final score below 50 per cent (or equivalent)	One Fiscal Year	Head of Procuring Entity on PPC acceptance of CCPE	Procuring Entity
Suspension	3 Warnings in the same fiscal year	indefinite	PPC after due process inquiry	System-wide
Disqualification/ Deregistration	2 Suspensions within the same	indefinite	PPC after due process inquiry	System-wide

	fiscal year			
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12.5.5 Where consultants are registered with professional bodies, such as the Professional Engineer’s Registration Board, the Architects Registration Board and all similar professional regulatory boards, each suspension may result in a report or complaint of professional misconduct to the relevant professional body who may upon due determination of the matter, apply further sanctions.

### **13 INCENTIVES**

- 13.1 High performing contractors and consultants may receive incentives for consistently high performance.
- 13.2 These incentives would be applicable where a procuring entity has objectively documented excellent performance- that is to say, performance beyond the contractor’s or consultant’s obligations arising in the contract. The deployment of these incentives is expected to increase the benefits to government, while improving the contractor’s or consultant’s profile.
- 13.3 The applicable incentives under this policy include grade improvements upon registration or renewal of registration for works contractors or consultants, publication and promotion of excellent contractors and consultants.



## APPENDIX 1 CCPE SCORING AND RATING SYSTEM

- a. In this first instance, Contractor or consultants other than Consultants are to be assessed using the following metrics and their respective parameters (as outlined in the below performance report template):

	Evaluation or Performance Categories	Description	Examples of Individual Parameters	Examples of Indicators
1.	Administration	The extent of the contractor's responsiveness, timeliness, communication and reporting during the contract	<ol style="list-style-type: none"> <li>1. Adherence to contract timelines</li> <li>2. Timely Response to the procuring entity's requests</li> <li>3. Timely delivery of submissions/ other documentation required under the contract</li> <li>4. Level of accessibility of contractor to the procuring entity</li> <li>5. Provision of updates and task statuses to the procuring entity</li> <li>6. Task planning and scheduling (daily, monthly, annually or over a specific period)</li> <li>7. Provision of reports (in electronic or hard-copy at key milestones, as re</li> <li>8. Communication of unanticipated problems or issues</li> <li>9. Timely rectification of non-conformance and/or defects</li> <li>10. Maintenance of qualified and adequate staff, tools and resources in keeping with the requirements of the contract scope</li> </ol>	<ul style="list-style-type: none"> <li>• Number of required reports submitted in agreed time</li> <li>• Number of invoices submitted within agreed time</li> <li>• Time taken to respond to stakeholder complaints</li> <li>• Number of community/stakeholder engagement initiatives pursued by the contractor</li> </ul>
2	Safety	The extent to which the contractor adheres(d) to established industry and contractual protocols relating to worker, site	<ol style="list-style-type: none"> <li>1. Environmental Management</li> <li>2. Workplace Health and Safety Management</li> <li>3. Compliance with Building Code Protocol (s)</li> <li>4. Adherence with manufacturer's recommended delivery, installation and/or maintenance requirements for safety</li> </ol>	<ul style="list-style-type: none"> <li>• Number of work related injuries that qualify as lost time injuries (LTIs)</li> <li>• Number of incidents or near misses arising as a result of actions or omissions of Contractor or consultant</li> <li>• Number of official complaints about work carried out in unsafe or unhealthy conditions</li> <li>• Number of insurance claims</li> </ul>

		and public safety		<ul style="list-style-type: none"> <li>Result(s) of inspections performed by (where applicable) Municipal Corporations, Public Health Inspectors, Ministry of Labour Inspectors, Contract Administrators, Clerk of Works and/or Resident Engineers / Architects</li> </ul>
3	Quality	The degree to which technical requirements have been fulfilled	<ol style="list-style-type: none"> <li>Compliance with quality management plan</li> <li>Adherence in the quality of the deliverables (materials / workmanship etc.) to the contract requirements</li> <li>Effective monitoring through the use of appropriate technology, methodology and/or personnel</li> <li>Adherence to the format, procedures and/or quality as outlined in the contract (which may include, but is not limited to insurance certificates, waste management plan, as built drawings etc.)</li> <li>Rectification of non-conformance and/or defects</li> </ol>	<ul style="list-style-type: none"> <li>Degree of compliance with quality management plan</li> <li>Degree of re-work (change orders) of interim and final deliverables</li> <li>Degree of corrective work required during defects liability period (after takeover)</li> <li>Number of instructions issued by the contract administrator (or qualified personnel) to correct work already done</li> </ul>
4	Execution	The extent to which the Contractor was able to manage and control the progress of the contract/works	<ol style="list-style-type: none"> <li>Sub-Contractor or consultant Management</li> <li>Staff/ Associates Management</li> <li>Industrial Relations Management</li> <li>Preparation and implementation of hand-over actions in partial/ full completion of contract obligations</li> <li>Flexibility and adaptability to requested changes in work plan/schedule</li> </ol>	<ul style="list-style-type: none"> <li>Degree of delays attributable to the Contractor, in relation to agreed project schedule</li> </ul>
5	Cost Control	The extent to which the contract was executed within the agreed upon price	<ol style="list-style-type: none"> <li>Completion within budget with no loss of quality</li> <li>Timely submission of invoices for interim and/or final deliverables</li> <li>Submission of accurate and complete invoices for interim and/or final deliverables</li> </ol>	<ul style="list-style-type: none"> <li>Cost above contract price due to actions or omissions of Contractor or consultant</li> <li>Additional expenditure incurred to the procuring entity, as a result of actions or omissions of the Contractor or consultant.</li> </ul>

			4. Proposal of cost-effective changes or recommendations	
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**b. Similarly, Consultants** are to be assessed using the following metrics and their respective parameters (as outlined in the below performance report template)

c. The adequacy of the contractor or consultant’s performance against following evaluation metrics and their respective parameters is to be assessed using the following qualitative indicators:

- Unsatisfactory
- Needs improvement
- Acceptable
- Requirements fully met
- Exceeds requirements

d. The two extremes of the above grading scale - “**unsatisfactory**” and “**exceeds requirements**” as recorded on any performance report must be accompanied by comments and relevant documentation to support the ascribing of this grade by the Assessor.

	Evaluation or Performance Categories	Description	Examples of Individual Parameters	Examples of Indicators
	Administration	The extent of the consultant’s responsiveness, timeliness, communication and reporting during the contract.	<ol style="list-style-type: none"> <li>1. Adherence to contract timelines</li> <li>2. Timely Response to the procuring entity’s requests</li> </ol>	<ul style="list-style-type: none"> <li>• Number of required reports submitted in agreed time</li> <li>• Number of invoices submitted within agreed time</li> </ul>
2. Staffing		The extent to which the consultant retained and made available equally knowledgeable and skilled key experts for the duration of the contract.	<ol style="list-style-type: none"> <li>3. Timely delivery of submissions/ other documentation required under the contract</li> <li>4. Level of accessibility of consultant to the procuring entity</li> <li>5. Provision of updates and task statuses to the procuring entity</li> <li>6. Task planning and scheduling (daily, monthly, annually or over a specific period)</li> <li>7. Provision of reports (in electronic or hard-copy at key milestones, as re</li> <li>8. Communication of unanticipated problems or issues</li> <li>9. Timely rectification of non-conformance and/or defects</li> </ol>	<ul style="list-style-type: none"> <li>• Number of substitutions of key experts taken to the agreed staffing plans from procuring entity or contractor</li> </ul>

e. When the Assessor completes the ascribing of scores to each evaluation or evaluation metric

and its respective metric parameter, the rating scale which is embedded in the CCPE evaluation Tool (Form) will use the built in weightings to determine an overall percentage score. This score is automatically calculated in the CCPE Evaluation Tool (Form), as illustrated in the following figures:

Performance grading	Rating
Unsatisfactory	1
Needs Improvement	3
Acceptable	5
Requirements fully met	7
Exceeds requirements	10

Each evaluation assigned a fixed evaluation metric is assigned a fixed weighting, based on the risk level of the respective contract. These risk levels are to be pre-determined prior to the award of the contract and signing by the selected contractor or consultant.

	Evaluation Metrics	Weighing based on risk level high = 5; medium = 4; low = 3  (fixed) (a)	Grading	Rating  (b)	Weighted Rating (a) *(b)	Maximum weighted rating (a) * 10
1	<b>ADMINISTRATIVE</b> Adherence to contract timelines	5 - high	Requirements fully met	7	35	50
2	<b>QUALITY</b> Compliance with quality management plan	5 - high	Acceptable	5	25	50
3	<b>SAFETY</b> Workplace Health and Safety Management	5 - high	Acceptable	5	25	50
4	<b>EXECUTION</b> Industrial Relations Management	4 - medium	Needs Improvement	3	12	40
5	<b>COST CONTROL</b> Timely submission of invoices for interim and/or final deliverables	3 - low	Unsatisfactory	1	3	30
<b>TOTALS</b>					<b>100 (C)</b>	<b>220 (d)</b>

$$\text{Score} = 100 \times (c)/(d) = 100 \times (100/220) =$$

**45.45%**

f. For illustration purposes, an example of a Contractor or consultant’s overall performance score based on one parameter **ONLY** per each metric, is as follows:

**NB:** *The Assessor is not required to calculate these scores - this is done automatically in the CCPE Evaluation Tool (Form) based on ascribing the respective scores of Unsatisfactory, Needs improvement, Acceptable, Requirements fully met and exceeds requirements.*

g. **DECIDING ON A CONTRACTOR OR CONSULTANT’S PERFORMANCE RANKING**

The percentage score calculated from a performance report will be used to determine and assign a performance ranking to a contractor or consultant’s registration details. A “**star**” based approach is used to clearly display the performance.

<b>Performance Score</b>	<b>Performance Ranking/ Performance Designator</b>
84% and above	<b>★★★★★ Exceeds requirements (Excellent Contractor or consultant)</b>
70% and above	<b>★★★★ Requirements fully met (Good Contractor or consultant)</b>
50% and above	<b>★★★ Acceptable (Acceptable Contractor or consultant)</b>
30% and above	<b>★★ Needs improvement (Marginal Contractor or consultant)</b>
Below 30%	<b>★ Unsatisfactory (Deficient Contractor or consultant)</b>

This

performance star ranking assigned to a contractor or consultant will be recorded with the PPC and be registered in a contractor or consultant listing (from one star to 5 stars). The performance ranking of higher performing contractors or consultants will vary from the ranking of those with lesser performance or those with no recent performance history. Due to the flow of the various types of evaluations from procuring entities, the performance ranking of contractors or consultants will change as new scores are added to the database. Performance rankings will be refreshed in the months of July and March or as otherwise communicated by the PPC.