

## Government of Anguilla



*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

*PROCUREMENT# [insert procurement number]*

## INVITATION TO BID

Issue Date:[ ]

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

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**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE A**

**INSTRUCTION FOR BIDDERS**

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - INVITATION TO BID**

**1. STRUCTURE OF THE BID DOCUMENTS**

Bid documents have been structured to allow easy reference. Any questions should be directed in writing to the CHIEF PROCUREMENT OFFICER at the Procurement Office, Ministry of Finance, Government of Anguilla, Old NBA Building, The Valley. Email: [Procurement.mailbox@gov.ai](mailto:Procurement.mailbox@gov.ai) Telephone: 264 497 2547, 264 497 2451 (EX 1313/1314)

The documentation is made up of the following FIVE (5) parts, which combined make up the Invitation to BID:

**1.1 Schedule A -Instruction for Bidders**

This Section gives the background to and an overview of the requirements of the Contract and the type of response sought from Bidders.

**1.2 Schedule B -Conditions of Bidding**

This Section specifies the bidding process and conditions of bidding and describes the selection criteria that will be applied in the evaluation of bids received.

**1.3 Schedule C -Conditions of Contract**

This Section comprises the Conditions of Contract - including a proposed agreement which is expected to form the basis of the Contract.

**1.4 Schedule D –Specification/Scope of Services**

This Section is the specification for the services to be delivered.

**1.5 Schedule E -Bid Return Schedules**

This Section comprises the Bid Return Schedules on which bid responses must be submitted.

**2. GENERAL**

This Section A provides Bidders with a brief description of the services required and a background to the Bid process. If there is any conflict between it and the detailed **Schedule D Specifications** in the latter Sections of these documents, the requirements in the latter Sections shall have precedence.

**2.1 Background**

The *[insert Procuring Entity name]* invites bids for *[Procurement Name]*.....  
.....  
.....  
.....  
.....

**2.2 Source of Funds**

The Government of Anguilla (GoA) has received funding from \_\_\_\_ to be applied to eligible payments under the contract.

**2.3 Qualifications for Bidding**

A bid submitted without the below-listed documents is considered incomplete and will fail to qualify as a bid during the evaluation process thereby rendering the bid ineligible for consideration for further evaluation or award of contract:

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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- a) a valid Tax Clearance Certificate;
- b) a valid Business Licence in the relevant field;
- c) a Letter of Good Standing from the Director of Social Security Board obtained within four (4) weeks of the closing date; and
- d) a Letter from a Bank to indicate proof of the ability to finance acquisition of required equipment or resources to perform the services within four (4) weeks of the closing date.

**2.4 Bid Closing Date**

The closing date for submission is *[Day and Date]* at **12:00noon**.

Bid to be submitted in a plain sealed envelope or package, clearly marked "**CONFIDENTIAL**" and addressed as follows:

Attention: Chief Procurement Officer  
Procurement Office  
Ministry of Finance  
Government of Anguilla  
Old NBA Building  
The Valley  
Anguilla B.W.I.

**Bid For:** *[Procurement Name]*

The Bidder is required to lodge **one** original bid plus **three (3)** copies (including copies of all supporting documentation), each of which shall be certified by the Bidder to be true copies.

**2.5 Bid Opening**

Bids will be opened publicly on **[Day, Date]** at 2:00pm at the Ministry of Finance Conference Room and bidders or their authorized representatives are invited to attend. Bidders or representatives must sign attendance register before bid opening. The bid opening Process will be in keeping with requirements as set out in the Public Procurement and Contracts Administration Legislation.

**3. SCOPE OF THE CONTRACT**

**3.1 Services arrangements and Service Standards**

This is a contract for the *[Procurement]* as outlined in Schedule D – Specification of Service. The successful bidders' responsibilities are as set out in Schedule D - the Specification/Scope of Service. Bidders should read the Specifications fully to ascertain the exact requirements, and the terms of supply, as the agreement will be evidenced solely by the Contract.

Bidders **MUST** complete and return the Bid Return Schedules and may attach supporting documentation.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

**3.2 Contractor’s Performance Measures**

The Conditions of Contract sets out the Aims and Objectives of this Contract. Measures that will be adopted to assess the Contractor’s performance under the Contract are set out in the Schedule D – the Specification, including details of any financial consequences of not meeting performance standards.

**3.3 Term of the Contract**

The term of the proposed Contract shall be for **[number of years in words (figures)] years** from the date of its commencement, with an option of a ONE (1) year extension at the discretion of the GOA.

**3.4 Transition to the New Contract**

The following dates are expected for transitions to occur from existing arrangements:

- (a) Start of all services under the new Contract should commence by [date]
- (b) .....

**3.5 Invitation to Bid**

Persons or corporations are invited to bid to provide the *Goods* as described in the Schedule D - Specifications to the GOA upon the conditions set forth in Schedule C - Conditions of Contract.

The GOA is not bound to accept the lowest of any bids.

This bid process may be cancelled or rejected without any liability to GOA.

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

SCHEDULE B

CONDITIONS OF BIDDING



**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
INVITATION TO BID**

## **1. GENERAL**

### **1.1 Definitions**

In these Bid Documents, the following terms shall have the meanings indicated:

“**Addenda**” means addenda to this Invitation for Bid issued by the GOA from time to time. Addenda may be issued to amend, alter, clarify, add to or remove from the form and contents of the Invitation for Bid or to effect modifications to the Invitation for Bid.

“**Closing Date**” means the last date for lodgement of Bids as specified in the Conditions of Bidding or such later date as may be notified in an Addendum issued by the GOA.

“**Closing Time**” means the last time for lodgement of Bids as specified in the Conditions of Bidding or such later time as may be notified in an Addendum issued by the GOA.

“**Conditions of Bidding**” means the conditions of Bid set out in this document.

“**Confidential Information**” includes all information not in the public domain (otherwise than through breach of the confidentiality requirements of the Conditions of Bidding) provided by the GOA or a Bidder to the other.

“**Invitation for Bid**” means all the documents issued by the GOA which are referred to in Clause 1.2 below.

“**Section**” means an identified Section of the Bid Documents.

“**Bid**” includes any response to the Invitation for Bid signed by the Bidder comprising the Bid Return Schedules and all required documentation and information.

“**Bidder**” means a person or corporation who lodges a Bid in accordance with this Invitation for Bid.

“**Bid Evaluation Committee**” means a committee appointed by the Procurement Committee to evaluate Bids.

“**Goods**” includes any commodities, raw material, machinery, equipment, and industrial plants.

“**Origin**” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or where through manufacture, processing and/or assembly, another commercially acknowledged article is produced that differs substantially in its basic characteristics from its components.

“**Related Services**” includes services such as insurance, installation, training, and initial maintenance.

### **1.2 Bid Documents**

The Bid Documents comprise the following in the order of precedence as listed:

**Schedule A - Instructions to Bidders**

**Schedule B – Conditions of Bidding;**

**Schedule C – Conditions of Contract;**

**Schedule D - Specification/Scope of Service;**

**Schedule E – Bid Return Schedules;**

Any addenda issued for this Bid.

Expressions and words used in the Bid Documents have the meanings ascribed to them in **Clause 1.1** of these Conditions of Bidding and **Clause 1** of the Conditions of Contract (**Schedule C** of the Bid Documents).

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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**1.3 Addenda**

- (a) Addenda may be issued at any time prior to the closing date. Each addendum will be issued to all Bidders and, upon issue, will form part of the Bid Documents.
- (b) Addenda may include extension of the bid submission deadline, in which case all rights and obligations of the GoA and the Bidders subject to the deadline shall thereafter be subject to the deadline as extended via the addenda.
- (c) Receipt of each addendum must be acknowledged by the Bidder by signing a statement in the Bid Return Schedules.
- (d) Any of the Bid Documents may be amended to reflect the requirements of any addenda.

**1.4 Precedence of Documents**

To the extent that there is any inconsistency between:

- (a) Any addenda and the other Bid Documents, the addenda shall prevail.
- (b) If two or more addenda are issued in relation to a matter, the last issued addenda shall prevail.

**1.5 Bidder to be Informed**

- a) Bidders shall, prior to submitting their Bid, become acquainted with the nature and extent of the Contract and the goods and related services to be provided, and make all necessary examinations, investigations, inspections and deductions.
- b) It is the responsibility of Bidders to ensure that they have sufficient and complete information to prepare their Bids. Once bids have been submitted, no claims that information is missing or incomplete will be accepted.
- c) Bidders are expected to be familiar with all regulatory requirements relating to the Services and the elements necessary to perform the Services.

This includes the extent, if any, of any duties payable for the supply of any goods and services pursuant to the Contract.

- d) The GOA will accept **NO** responsibility for Bidders' failure to make their own enquiries, interpretations and conclusions from information contained within the Bid Documents or otherwise.
- e) The Bidder assumes certain risks during the term of the Contract, including but not limited to, impediments due to natural causes.

**1.6 Enquiries**

Any enquiries regarding the Goods and Related Services specified in the Bid Documents should be directed in writing to the Chief Procurement Officer at the Procurement Office, Ministry of Finance, Government of Anguilla, The Secretariat, The Valley, Anguilla (B.W.I.); Email: [Procurement.mailbox@gov.ai](mailto:Procurement.mailbox@gov.ai); Telephone: **1 264 497 2547, 1 264 497 2451 Ext 1313/1314.**

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

No statement made by the Chief Procurement Officer should be construed as modifying these Conditions of Bidding or any other Bid Documents, unless confirmed in writing by the Chief Procurement Officer.

**1.7 Discrepancies and Omissions**

Should a Bidder find discrepancies, errors and/or omissions, contradictions or ambiguities or conflicts with applicable law in the Invitation to Bid (Schedules A ,B, C, D, E), or should there be any doubt as to their meaning, the Bidder should at once notify Chief Procurement Officer in writing on or before the close of the clarification period.

**1.8 Withdrawal of Bids**

A bidder can withdraw a bid before the submission date by sending written notice of withdrawal to the Procurement Office. The Notice of Withdrawal shall be submitted at the Procurement Office in a sealed envelope labelled “Withdrawal of Bid” and “*Insert Procurement Name*”. The envelope should also be clearly marked “**Confidential**”. No bid shall be withdrawn by the bidder after the bid due date.

**1.9 Modifications to Bid Documents**

A bidder may change or modify a bid by submitting to the Chief Procurement Officer, at any time before the submission deadline, a Notice of Modification which details the changes made. The Notice of Modification shall be submitted at the Procurement Office in a sealed envelope labelled “Modification to Bid” and “*Insert Procurement Name*”. The envelope should also be clearly marked “**Confidential**”.

**1.10 Eligible Bidders**

This is an open Bid, and any bidder obtaining the Bid Documents from the Procurement Office will be required to register their name and contact details at the time of issue of the documents.

**1.11 Extension of Time for the Submission of All Bids**

The GOA, at its absolute discretion, may extend the closing date for the submission of all Bids if warranted by the issue of an addendum to the original bid document. Any extension will be published on GOA website [www.gov.ai](http://www.gov.ai) and a written notice will be issued to all persons or entities which have already paid for and collected the original bid document.

**1.12 Bid**

The Bid will comprise the Bid Return Schedules (Schedule E) duly completed by the Bidder and any other documentary evidence requested with Bid.

The Bidder shall sign the Bid, or if the Bidder is a corporation, execute the Bid in a manner binding the corporation.

The Bidder may attach to the Bid Return Schedules any additional documentation that it wishes to submit in support of its Bid.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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**1.13 Bid Validity Period**

Any Bid shall be an irrevocable offer by the Bidder to provide the Goods and Related Services on the terms of the draft Contract and shall clearly state that the offer is such an offer and is subject to the terms and conditions set out in these Conditions of Bidding.

The Bid offered by the Bidder will remain open for acceptance by the GOA for a period of **ninety (90)** calendar days from the **Closing Date**.

**1.14 Bidder Not to Solicit the GOA and their Advisors**

The Bidder and its representatives must not interfere or attempt to interview or to discuss this Bid with GOA or employees and agents of the GOA, other than the Chief Procurement Officer or his/her designate.

The GOA reserves the right to reject any Bid submitted by a Bidder which contravenes this Clause.

**1.15 Release of Bid Details**

Bidders should note that the name of each Bidder will be presented in GOA reports and may be made public. This may include the apparent order of Bids on the basis of Bidded price with or without the specific amounts Bidded.

Bidders are advised not to enter into any commitments unless advised in writing by the GOA that their Bid has been accepted.

Bidders should note that any information submitted within Bids may be made public even if marked commercial in confidence. Bidders consent to any disclosures made as a result of the GOA complying with their obligations for transparency, subject to any legally required consultation.

**1.16 Cost of Bid Documents**

Bid packages will cost **EC\$ \_\_\_\_.**00, payable at the Treasury Dept. The payment receipt should be presented to the Procurement Office as proof of payment in order to obtain the Bid Documents.

**1.17 Language of Bid**

The bid should be completed in English and all prices should be quoted in Eastern Caribbean dollars (EC\$).

**2. BID PREPARATION AND LODGEMENT**

**2.1 Conforming Bids**

To submit a conforming Bid, the Bidder must:

- a) Comply with all of the requirements contained in the Bid Documents.
- b) Complete and execute all the Bid Return Schedules relevant to its offer in the manner indicated.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - INVITATION TO BID**

**2.2 Non-Conforming Bids**

A non-conforming Bid is one that does not comply with all the requirements of **Clause 2.1**. The GOA shall not consider a nonconforming Bid.

**2.3 Prices and Discounts**

Alternative bids shall not be considered. The Prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below:

- i. All lots and items must be listed and priced separately in the Price Schedules.
- ii. The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- iii. The bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- iv. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms (Incoterms 2010), published by The International Chamber of Commerce..
- v. Prices shall be quoted as specified in each Price Schedule included in Schedule E – Bid Return Schedule. The disaggregation of price components is required solely for the purpose of bid comparisons by the GoA. This shall not limit the GoA’s right to contract on any of the offered terms. Prices shall be entered as follows:
  - a. For goods manufactured in Anguilla:
    - i. The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and other taxes already paid or payable on the components and/or raw material used in the manufacture or assembly of the Goods;
    - ii. The price for inland transportation, insurance and any other local services required to convey the Good to the final destination (Site) specified within this Schedule D - Specifications.
  - b. For goods manufactured outside Anguilla, to be imported:
    - i. The price of the Goods, quoted CIP named place of destination in Anguilla, or CIF Road Bay Port as specified within Schedule D-Specifications.
    - ii. The price for inland transportation, insurance and any other local services required to convey the Goods from the named place of destination to the final destination (Site) specified within Schedule D - Specifications.
    - iii. In addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted CPT (name place of destination), if so specified within Schedule D-Specifications.
  - c. For goods manufactured outside Anguilla, already imported:
    - i. The price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
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- related local cost and custom duties and other taxes already paid or to be paid on the Goods already imported.
- ii. Evidence of payment of duties and taxes already paid or to be paid on the Goods already imported.
  - iii. The price for inland transportation, insurance and any other local services required to convey the Goods from the named place of destination to the final destination (Site) specified within Schedule D-Specifications.
- d. For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- i. The price of the each item comprising the Related Services, inclusive of any applicable fees/taxes.
- vi. Prices quoted shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, unless otherwise specified within this Bid Document. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to .....
- vii. If Clause 2.1 of this Schedule A – Instructions for Bidders indicates that bids are being invited for individual contracts (lots) or for any combination of contracts (packages), prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with Clause 3.3(iii) above provided that the bids for all lots are submitted and opened at the same time.

**2.4 Bid Lodgement**

Bid should be contained in a sealed plain envelope marked “**CONFIDENTIAL**” and submitted to the Procurement Office addressed as follows:

Attention: Chief Procurement Officer  
Procurement Office  
Ministry of Finance  
Government of Anguilla  
Old NBA Building  
The Valley  
Anguilla B.W.I.

**Bid For: [Insert Procurement Name]**

Bids should be submitted **prior to 12:00 noon** “Closing Time” on *[Day and Date]* “Closing Date”. Bidders will be required to sign a bid receipt book so that a bid is properly lodged at the Procurement Office. For couriered bids, the Procurement Officer will lodge the bid in the receipt book.

**2.5 Facsimile and Electronic Bids**

Bids submitted orally or by facsimile or e-mail **will not** be accepted.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - INVITATION TO BID**

**2.6 Late Bids**

Bids received after the Closing Time on the Closing Date will not be accepted.

**2.7 Number of Copies of Bid**

The Bidder is required to lodge **one (1)** original Bid plus **three (3)** copies (including copies of all supporting documentation), each of which shall be certified by the Bidder to be true copies.

**2.8 Bid Opening**

Bids will be opened publicly on *[Day and Date]* at **2.00** pm at the Ministry of Finance Conference Room. Bidders or their authorized representatives are invited to attend. The bid opening process will be in keeping with the requirements as set out in the Public Procurement and Contracts Administration Act and the Resolution of the Procurement Board for Regulations to Govern Public Procurement.

**2.9 Ownership of Bids and Bid Information**

Bids lodged by the Bidder shall become the property of the GOA and unless they are withdrawn in accordance with **Clause 1.8** above will not be returned to the Bidder.

**3. ACKNOWLEDGMENT BY BIDDER**

The Bidder acknowledges that:

- (a) The GOA makes no representations and offers no undertakings in issuing this Bid.
- (b) The GOA is not bound to accept the lowest Bid or required to accept any Bid.
- (c) The GOA may suspend, vary, postpone, terminate or abandon the Bid process.
- (d) The GOA may negotiate with the responsible bidder who submitted the lowest responsive evaluated bid for the purpose of increasing or decreasing the scope or value of the proposed contract.
- (e) The GOA may discontinue negotiations with any Bidder.
- (f) The GOA may require one or more Bidders to supply further information, for the sole purpose of clarifying any aspect of their Bid. Any such Invitation is not an opportunity to amend a Bid submitted.
- (g) The Bid Evaluation Committee and the GOA may undertake “due diligence” checks, including, but limited to, verifying references and/or referees, and undertaking company searches and credit checks.
- (h) The GOA will not be responsible for any costs or expenses incurred by a Bidder arising in any way from the preparation and submission of Bids.
- (i) The GOA accepts no responsibility for a Bidder misunderstanding or failing to respond correctly to this Bid.
- (j) Where information is supplied in Bid Documents regarding historical quantities and activities, this is offered on the basis that such information is believed by the GOA to be complete and correct at the time of its compilation.

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- (k) Submission of a Bid shall be deemed as acceptance that the GOA may conduct a Criminal Record Background (CRB) check.
- (l) Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated within the ITB will be met and, unless otherwise specified, the Bidder has read, understood and agreed to all the instructions in the ITB.
- (m) Bidders should note that this information may not be representative of the present or future performance. Accordingly the GOA accepts no responsibility for the assumptions that the Bidders may make based on this information.

#### **4. ACCEPTANCE OF BID**

The successful Bidder will be notified in writing of the acceptance of its Bid. The outcome of the bid process will be published on the Government procurement website ([procurement.gov.ai](http://procurement.gov.ai)) in accordance with the Public Procurement and Contracts Administration Act and the Resolution of the Procurement Board for Regulations to Govern Public Procurement.

#### **5. CONTRACT**

The successful Bidder will be required to **execute two (2) copies** of a Formal Instrument of Contract evidencing the parties' agreement, incorporating the terms of the Contract being Section C – Conditions of Contract, Section D – Specification and relevant parts of the Bidder's Bid Return Schedules within **fourteen (14) days** of these documents being presented to the Bidder for execution.

If the Formal Instruments of Agreement are not executed by the successful Bidder and returned to the GOA, together with any payment or security, within the **fourteen (14) day** period, the GOA may:

- (a) Treat that failure as a breach constituting a repudiation of the binding agreement created by the GOA's acceptance of the successful Bidder's Bid and accept that repudiation.
- (b) Terminate the agreement.
- (c) Recover any damages arising from the repudiation by the Bidder.

Should the successful bidder neglect to execute a contract, the Board may accept the bid of and award a contract to the responsible bidder who submits the next lowest responsive evaluated bid.

#### **6. GOA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

At the time the Contract is awarded, the GoA reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Schedule D – Specifications, provided that this does not exceed the percentages specified therein, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.



**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] - INVITATION TO BID**

## **7. USE OF SUBCONTRACTORS**

Subject to the Evaluation Criteria in **Clause 11** of these Conditions of Bidding it is assumed the goods to be provided will be provided from the Bidder's organization.

Where a Bidder proposes to provide any portion of the Goods and/or Related Services from organizations other than the Bidder itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Bid, together with information on the legitimacy and financial standing of such other organization.

Failure to provide such information may result in the Bid being excluded from further consideration.

Subcontractors will be required to satisfy the terms and conditions of these Bid Documents and will be required as a condition of their acceptance by the GOA to comply with all relevant conditions of the Contract.

Bidders will be required to ensure that subcontractors satisfy the terms and conditions of the Bid Documents and to include all relevant conditions of the contract in subcontracts. The successful Bidder shall be held liable for any failure to perform by its subcontractor(s).

## **8. PROBITY OF BID PROCESS**

Statutory Declaration is included in the Bid Return Schedules which addresses "**Collusive Bidding**". Such declaration must be made and returned as part of the Bid. Should any Bidder consider that the Bid process has failed to accord it fair right to be considered as a successful Bidder, or that it has been prejudiced by any breach of these Conditions of Bid or other relevant principle affecting the Bids or their evaluation, the Bidder must immediately and in writing notify the alleged failure or breach to the Chief Procurement Officer of the GOA.

Notification must set out the issues in dispute, the impact upon the Bidder's interests, any relevant background information and the outcome desired. Delay in notification of probity breach, or notification after the announcement of the successful Contractor will preclude a Bidder from relying upon or taking action based upon such breach.

A dispute would be resolved according to the dispute resolution provisions of the form of Contract in Section C, so far as can be made applicable.

## **9. PROVISION OF INFORMATION BY BIDDERS**

### **9.1 Bid Return Schedules**

Bidders are required to complete the Bid Return Schedules and submit these as part of their Bid. They should also supply any information or documents specified within the Schedules. While such information may be used in evaluation of Bids, it will not necessarily form part of the Contract.

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] - INVITATION TO BID**

**9.2 Conflict of Interest**

Bidders must inform the GOA of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Bidder is awarded the contract.

If any conflict or potential conflict exists the Bid should advise how the Bidder proposes to address this.

**9.3 Information for Evaluation**

Bidders are required to submit all the documents and/or information specified with their Bids.

Bidders may submit additional information in support of their Bid as may be considered necessary for evaluation of Goods and Related Services proposed for performance of the Contract. The GOA reserves the right to clarify with any Bidder any information submitted.

Bidders must complete all relevant Bid Return Schedules in Section E, to provide the GOA with the information required to fully and fairly evaluate the Bids.

**10. TIMING OF BID PROCESS**

The proposed timing for the Bidding process is as follows:

|   |   |
|---|---|
| Invitation to Bid                               | [Day and Date]  |
| Pre Bid Meeting May 29, 2014                    | [Day and Date], [time]  |
| <b>Bid Clarification deadline June 18, 2014</b> | [Day and Date]  |
| Responses from Procurement Office published     | [Day and Date]  |
| <b>Bid Closing date or Submission deadline</b>  | [Day and Date]at 12noon   |
| Opening of Bids:                                | [Day and Date] at 2.00pm  |
| Award Contract (indicative):                    | [Day and Date]  |
| Service Commencement Date:                      | [Day and Date]subject to negotiations between the GOA and the successful Bidder |

**11. CONFIDENTIALITY**

**10.1 Control of Confidential Information**

Subject to **Clauses 1.15** the GOA and Bidders must maintain effective systems to protect Confidential Information.

Neither may:

- (a) Use Confidential Information for any purpose other than the performance of that person’s obligations under the Contract or in the assessment of a Bid.
- (b) Disclose (and must ensure that its employees or agents do not disclose) Confidential Information to any third party, except in accordance with the procedure set out in this Clause.

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
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- (c) Allow its employees or agents access to Confidential Information without ensuring that those employees or agents are aware of and comply with these systems for the protection of Confidential Information.

The GOA or a Bidder may disclose Confidential Information to a third party only where that entity has obtained the prior written approval of the other party to such disclosure. This approval must not be unreasonably withheld if the other party has procured a confidentiality undertaking in the same terms as this Clause in respect of the information from such third party.

## **10.2 Information Provided by Bidders**

The GOA reserves the right to disclose any or all information provided by Bidders where disclosure is:

- (a) Required or compelled by any law;
- (b) Necessary for the provision of advice by the GOA's legal advisers, accountants or other consultants;
- (c) Necessary for the evaluation of this Bid.

## **12. EVALUATION CRITERIA**

### **12.1 Submission Guidelines**

Bids shall comprise:

1. The completed Bid Return Schedules as found in Schedule E – Bid Return Schedule, and documentary evidence which allows for the provision of the following information:
  - (a) Company Information to include years in business, legality of entity, tax compliance and dealership information for bidder and any subcontractor(s).
  - (b) Detailed description of Goods and Related Services, clearly indicating conformity to the requirements of Schedule D – Specifications such as:
    - a. Product options, enhancements and supporting brochures
    - b. Description of proposed .... – type of services provided, number of .... that can be serviced simultaneously, operating hours and other relevant details.
  - (c) Deliver period, commencing from contract date.
  - (d) Experience in proposed service personnel in servicing of similar vehicles
  - (e) After sale support to include availability of spare parts and vehicle service policy
  - (f) Details of Warranty and Assurances; Minimum of ... years or .....
2. ...-year ... service and maintenance contract (service level agreement).
3. Any other information/document required as per this Bid Document.

### **12.2 Evaluation Criteria**

Bidders who have not attained at least \_\_\_% for technical evaluation will be deemed unresponsive. Bids must score at least \_\_\_% on the technical criteria to qualify to be evaluated for price. Bids will be evaluated based on the following scoring system for the technical criteria:

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] - INVITATION TO BID**

1. Company Information (15 points).  
This criterion relates to item 1 (a) above and evaluation will be based on responses to Scheduled E - Bid Return Schedule, items T1, T5, T6
  
2. Technical Quality (55 Points)  
This relates to item 1 (b)-(e) and item 2 above. A detailed evaluation, based on the technical quality of the proposed Goods and Related Services will be conducted to determine the extent to which the product meets the specifications outlined in Schedule D – Specifications. The technical quality will be based on the information submitted in Forms T7 and T9
  
3. Services and Customer Support (30)  
This criterion relates to items 1 (f) and 2 above and the evaluation will be based on responses found in Form T8.

**12.3 Technical Evaluation Matrix**

**TECHNICAL EVALUATION MATRIX**

| <i>[Insert Name and Number of Procurement Exercise]</i><br><i>[Insert Procurement Issue Date]</i>             |        |         |  |
|---|--------|---------|--|
| Particulars   |        | Bidders |  |
| Description   |        |         |  |
|   | Points | Scores  |  |
| Bid Qualification Checklist   | Y/N    |         |  |
| Company Information   | Y/N    |         |  |
| Conflict of Interest Form   | Y/N    |         |  |
| Authorized Representative Information   | Y/N    |         |  |
| Business Licence  | Y/N    |         |  |
| Tax Compliance Certificate  | Y/N    |         |  |
| Social Security Compliance  | Y/N    |         |  |
| Bid Submission Form   | Y/N    |         |  |
| Completed Price Schedules   | Y/N    |         |  |
| Bid Price Form  | Y/N    |         |  |
|   |        |         |  |
|   |        |         |  |
| <b><u>Company Information</u></b>   | 20     |         |  |
| Years in Business<br>(1-5 years = 3; 5-10 years = 5; 10 years and over = 10)                                  | 10     |         |  |
| Experience of <i>[insert item]</i> service personnel<br>(1-5 year = 3; 5-10 years = 5; 10 years and over =10) | 10     |         |  |
|   |        |         |  |
| <b><u>Technical Quality</u></b>   | 60     |         |  |
| Full conformity with <i>[insert item]</i> Specifications outlined in Schedule D- Specifications               | 30     |         |  |

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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|   |            |  |  |
|---|------------|--|--|
|   | 10         |  |  |
| Warranty – Min. <i>[insert minimum period/usage]</i>                                  | 10         |  |  |
| Delivery Period<br>(4 wks. after contract award = 5; 2 wks after contract award = 10) | 10         |  |  |
|   |            |  |  |
| <b><u>Services and Customer Support</u></b>   | 20         |  |  |
| After Sales Service Policy to include free service on parts and labour                | 8          |  |  |
| Availability of <i>Spare Parts</i>  | 4          |  |  |
| <i>[insert item]</i> Service & Maintenance Proposal – ___-yr agreement                | 8          |  |  |
|   |            |  |  |
| <b>TOTAL SCORE</b>  | <b>100</b> |  |  |

**Evaluation of Bid**

The bidder submitting a bid which has been determined the lowest responsive evaluated bid will be invited to negotiate a contract.

Note that as per the Public Procurement legislation bids or proposals outside of the allowable 15% margin may be rejected.

The GOA is not bound to accept the lowest Bid or required to accept any Bid.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

**Government of Anguilla**

***[Insert Procuring Entity's Name]***

***[Insert Procurement Name]***

**SCHEDULE C**

**CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

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## Section VI. General Conditions of Contract

### Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “GOA” means the Government of Anguilla.
  - (b) “Contract” means the Contract Agreement entered into between the GoA/Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (e) “Day” means calendar day.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
  - (i) “Procuring Entity’s Country” is Anguilla.
  - (j) “Procuring Entity” means the GOA entity purchasing the Goods and Related Services, as specified in the **SCC**.
  - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (l) “SCC” means the Special Conditions of Contract.
  - (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
  - (o) “The Project Site,” where applicable, means the place named in the **SCC**.

### Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

### Fraud and Corruption

- 3.1 Government of Anguilla requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOA:



**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
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- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Anguilla and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
  - iii. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
  - iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOA-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOA-financed contract; and
- d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by GOA, requiring bidders, suppliers, contractors and consultants to permit GOA to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOA.

**Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement  
The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

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**4.4 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

**4.5 Nonwaiver**

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

**4.6** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

**Language**

**5.1** The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

**5.2** The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

**Joint Venture, Consortium or Association**

**6.1** If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

**Eligibility**

**7.1** A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

**7.2** For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
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**Notices**

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

**Governing Law**

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Anguilla, unless otherwise specified in the **SCC**.

**Settlement of Disputes**

- 1.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 1.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of which a notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 1.3 Notwithstanding,
  - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

**Scope of Supply**

- 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**Delivery and Documents**

- 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

**Supplier’s Responsibilities**

- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

**Contract Price**

- 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

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**Terms of Payment**

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

**Taxes and Duties**

- 16.1 For goods manufactured outside of Anguilla, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside of Anguilla.
- 16.2 For goods Manufactured within Anguilla, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Anguilla, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**Performance Security**

- 17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.
- 17.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**Copyright**

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**Confidential Information**

- 19.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any

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documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

- 19.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier need to share with GOA or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

**Subcontracting**

- 20.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**Specifications and Standards**

- 21.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

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- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 32.

**Packing and Documents**

- 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Procuring Entity.

**Insurance**

- 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**Transportation**

- 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

**Inspections and Tests**

- 25.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Anguilla as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 25.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 25.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 25.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**Liquidated Damages**

- 26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 34.

**Warranty**

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

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- 27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 27.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

**Patent Indemnity**

- 28.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at



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its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 28.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 28.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

**Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
  - (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

**Change in Laws and Regulations**

- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Anguilla where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

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**Force Majeure**

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for 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.
- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Change Orders and Contract Amendments**

- 32.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Procuring Entity’s change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**Extensions of Time**

- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the

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Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

**Termination**

34.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

34.3 Termination for Convenience

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the

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Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**Assignment**

- 35.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**Export Restriction**

- 36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods or systems to be supplied in particular by sanctions arising from trade regulations from a country supplying those products/goods, systems or services, the supplier shall not be bound by its bid, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.
- 36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially impede the supplier from meeting its obligations under the contract shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

*[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

|                    |   |
|--------------------|---|
| <b>GCC 1.1(j)</b>  | The Procuring Entity’s country is: <b>Anguilla</b>  |
| <b>GCC 1.1(k)</b>  | The Procuring Entity is: <i>[Insert complete legal name of the Procuring Entity]</i>  |
| <b>GCC 1.1 (q)</b> | The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>   |
| <b>GCC 4.2 (a)</b> | The meaning of the trade terms shall be as prescribed by <b>Incoterms</b> .   |
| <b>GCC 4.2 (b)</b> | The version edition of Incoterms shall be <b>Incoterms 2010</b> .   |
| <b>GCC 5.1</b>     | The language shall be: <b>English</b>   |
| <b>GCC 8.1</b>     | For <b>notices</b> , the Procuring Entity’s address shall be:<br>Attention: <i>[ insert full name of person, if applicable]</i><br>Physical Address: <i>[insert physical address]</i><br><br>Anguilla<br>Telephone: <i>[insert telephone number, including area code]</i><br>Facsimile number: <i>[insert facsimile number, including area code]</i><br><br>Electronic mail address: <i>[insert e-mail address, if applicable]</i>  |
| <b>GCC 9.1</b>     | The governing law shall be the law of: <b>Anguilla</b>  |
| <b>GCC 10.2</b>    | <b>Amicable Settlement</b><br><br>Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Procuring Entity and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of |

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|                        |   |
|------------------------|---|
|                        | <p>dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the relevant body within Anguilla. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (3) days after the appointment of the Mediator, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p><b>Dispute Settlement</b></p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Anguilla. The mediator’s role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p><b>Arbitration</b></p> <p>The seat of the arbitration shall be Anguilla and disputes shall be settled in accordance with the Arbitration Act of Anguilla. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p> |
| <p><b>GCC 12.1</b></p> | <p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc]</i>.</p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>   |

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|                        |  |
|------------------------|--|
| <p><b>GCC 14.2</b></p> | <p>The prices charged for the Goods supplied and the related Services performed <i>[insert “shall” or “shall not,” as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i></p>   |
| <p><b>GCC 15.1</b></p> | <p><b><i>Sample provision</i></b></p> <p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) <b>Advance Payment:</b> <i>[insert figure]</i> % of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Shipment:</b> <i>[insert figure]</i> % of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> <i>[insert figure]</i> % of the Contract Price of Goods received shall be paid within <i>[insert number]</i> days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in _____ <i>[currency]</i> within <i>[insert number]</i> days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Procuring Entity’s country:</b></p> <p>Payment for Goods and Services supplied from within the Procuring Entity’s country shall be made in _____ <i>[currency]</i>, as follows:</p> <p>(i) <b>Advance Payment:</b> <i>[insert figure]</i> % of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form</p> |

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|                 |  |
|-----------------|--|
|                 | <p>acceptable to the Procuring Entity.</p> <p>(ii) <b>On Delivery:</b> <i>[insert figure]</i> % of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> The remaining <i>[insert figure]</i> % of the Contract Price shall be paid to the Supplier within <i>[insert number]</i> days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>   |
| <b>GCC 17.1</b> | <p>A Performance Security <i>[ insert “shall” or “shall not” be required]</i></p> <p><i>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>  |
| <b>GCC 17.3</b> | <p>If required, the Performance Security shall be in the form of : <i>[insert “a Bank Guarantee” or “a Performance Bond”]</i></p> <p>If required, the Performance security shall be denominated in <i>[insert “a freely convertible currency acceptable to the Procuring Entity” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>   |
| <b>GCC 17.4</b> | <p>Discharge of the Performance Security shall take place: <i>[ insert date if different from the one indicated in sub clause GCC 17.4]</i></p>  |
| <b>GCC 22.2</b> | <p>The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i></p>   |
| <b>GCC 23.1</b> | <p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>[insert specific insurance provisions agreed upon, including coverage, currency an amount]</i></p>  |
| <b>GCC 24.1</b> | <p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Procuring Entity’s country, defined as the Project Site, transport to such place of destination in the Procuring Entity’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the</i></p> |



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|                 |   |
|-----------------|---|
|                 | <i>Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</i>  |
| <b>GCC 25.1</b> | The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>  |
| <b>GCC 25.2</b> | The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>   |
| <b>GCC 26.1</b> | The liquidated damage shall be: <i>[insert number]</i> % per week   |
| <b>GCC 26.1</b> | The maximum amount of liquidated damages shall be: <i>[insert number]</i> %   |
| <b>GCC 27.3</b> | The period of validity of the Warranty shall be: <i>[insert number]</i> days<br>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i> |
| <b>GCC 27.5</b> | The period for repair or replacement shall be: <i>[insert number(s)]</i> days.  |

## Contract Forms

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## **1. Contract Agreement**

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert: **number** ]* day of *[ insert: **month** ], [ insert: **year** ]*.

BETWEEN

- (1) *[ insert complete name of Procuring Entity ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Procuring Entity }, or corporation incorporated under the laws of { insert name of Country of Procuring Entity } ] and having its principal place of business at [ insert address of Procuring Entity ] (hereinafter called “the Procuring Entity”), and*
- (2) *[ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”).*

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Procuring Entity’s Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

## 2. Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*  
ICB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Procuring Entity]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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*[signatures of authorized representatives of the bank and the Supplier]*

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<sup>1</sup> *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

### **3. Bank Guarantee for Advance Payment**

*[The Bank, as requested by the successful Bidder, shall copy this form onto its letterhead and complete the form in accordance with the instructions indicated.]*

Date: *[insert date (day, month, year) of Bid Submission]*

Procurement No and Name: *[insert Procurement # and Name of Procurement Exercise]*

Beneficiary: Government of Anguilla, c/o Ministry of Finance  
P.O. Box 60, The Valley, Anguilla AI-2640

ADVANCE PAYMENT GUARANTEE NO.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called “the Supplier”) has entered into Contract No. *[insert Contract #]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against and advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*.

We agree to a one-time extension of this Guarantee for a period not to exceed *[insert period]*, in response to the Procuring Entity’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”

---

*[signatures(s) of authorized representative(s) of the bank]*

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

**Government of Anguilla**

***[Insert Procuring Entity's Name]***

***[Insert Procurement Name]***

**SCHEDULE D**

**SPECIFICATIONS/SCOPE**

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

**SPECIFICATIONS/SCOPE OF WORKS**

The GoA is seeking to procure ...

**1. List of Goods Required and Delivery Schedule**

| Line Item # | Description of Goods | Quantity | Physical Unit | Final Destination | Delivery (as per Incoterms) Date |                      |
|-------------|----------------------|----------|---------------|-------------------|----------------------------------|----------------------|
|             |                      |          |               |                   | Earliest Delivery Date           | Latest Delivery Date |
|             |                      |          |               |                   |                                  |                      |
|             |                      |          |               |                   |                                  |                      |
|             |                      |          |               |                   |                                  |                      |
|             |                      |          |               |                   |                                  |                      |

**2. List of Related Services and Delivery Schedule**

| Service # | Description of Related Service                               | Quantity (if applicable) | Physical Unit (per item) | Final Destination | Final Completion Date (as per Incoterms) of Related Service            |
|-----------|--|--------------------------|--------------------------|-------------------|--|
| 1         | Warranty and Assurances                                      |                          |                          |                   | <i>[BIDDER to insert proposed completion date for Related Service]</i> |
| 2         | 2-Year <i>[insert item]</i> Service and Maintenance Contract |                          |                          |                   |  |
|           |  |                          |                          |                   |  |
|           |  |                          |                          |                   |  |
|           |  |                          |                          |                   |  |
|           |  |                          |                          |                   |  |



**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - INVITATION TO BID**

**3. *[insert item]* Specifications**

The supplier shall supply and deliver to the GOA .... The *[insert item]* should satisfy, but is not limited to, the specifications listed below:

| <u>ITEM</u>                 | <u>MINIMUM REQUIREMENTS</u>                                     |
|-----------------------------|---|
|                             |   |
| <b><u>Warranty</u></b>      | ...<br>Supplier's condition of warranty to be enclosed with bid |
|                             |   |
| <b><u>Delivery Date</u></b> |   |
|                             |   |
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The relevant inspections and tests will be performed by Government of Anguilla prior to acceptance of vehicles.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

**Government of Anguilla**

***[Insert Procuring Entity's Name]***

***[Insert Procurement Name]***

**SCHEDULE E**

**BID RETURN SCHEDULES**

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE E**

**TECHNICAL BID RETURN FORMS**

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] - INVITATION TO BID**

**Form T1: COMPANY INFORMATION**

|                                  |                |
|----------------------------------|----------------|
| CONTRACT NO: .....               | PROJECT: ..... |
| Bidder .....                     |                |
| (full trading name) .....        |                |
| Registered Office Address: ..... |                |
| .....                            |                |
| .....                            |                |
| Business Address: .....          |                |
| .....                            |                |
| .....                            |                |
| Telephone: .....                 |                |
| Fax: .....                       |                |
| Email: .....                     |                |

All Bidders are required to complete the following table:

\* Include details of both the trust and its trustee or letter of intent to form JV or JV agreement

| Legal Structure    | Name | Business No. |
|--------------------|------|--------------|
| Company            |      |              |
| Trust*             |      |              |
| Individual         |      |              |
| Partnership        |      |              |
| Joint Venture (JV) |      |              |

**The Bidder named above, hereby offers to provide Goods, Works and/or Services in accordance with:**

- (a) **Schedule A -Instruction for Bidders;**
- (b) **Schedule B -Conditions of Bidding;**
- (c) **Schedule C -Conditions of Contract;**
- (d) **Schedule D –Specification/Scope of Services;**
- (e) **Schedule E -Bid Return Schedules;**
- (f) **Any Addenda to the above;**
- (g) **This Bid including all its schedules relating to the above Contract.**

The Bidder warrants and represents that:

- (a) It has fully acquainted itself with all of the documents referred to in the Bid and all matters relating thereto;
- (b) Agrees to be bound by the Conditions of Contract;
- (c) All of the information provided in its Bid is true and correct;
- (d) It has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its Bid price;
- (e) It has allowed for all such risks and contingencies in its Bid price.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

**Form T2: CONFLICTS OF INTEREST**

|   |     |    |
|---|-----|----|
| The Bidder shall confirm whether there exists any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest: | Yes | No |
|   |     |    |

If “Yes”, as an attachment to this declaration the Bidder shall detail the area in which that conflict or potential conflict does or may arise during execution of contract and provide details of strategies for preventing conflicts of interest.

Executed by Authorized Officer of Bidder who has delegated authority to enter into a contract:

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

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

**Form T3: BIDDER’S AUTHORIZED REPRESENTATIVE CONTACT INFORMATION**

|                  |
|------------------|
| Name: .....      |
| Position: .....  |
| Address: .....   |
| Telephone: ..... |
| Mobile: .....    |
| Fax: .....       |
| Email: .....     |

**Form T4: STATEMENT OF CONFORMITY**

The Bidder is to signify whether or not its Bid conforms in all respects to the requirements of the Bid Documents by indicating below:

**Does the Bid conform?**                      Yes                       No

If the Bid does not conform to all the requirements of the Bid Documents please list below all areas of non-conformity and the reasons therefore.

**AREA OF NON-CONFORMITY AND REASON:**

.....

.....

.....

.....

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] - INVITATION TO BID**

Form T5: **BUSINESS LICENCE/TAX COMPLIANCE/DEALERSHIP**

Bidder **shall** provide details of dealership, business licence and Social Security and Government tax compliance certificate(s) currently held, and dealership, business licence and Social Security and Government tax compliance certificate(s) currently held by any proposed subcontractor which would be extended to provide cover for work under the Contract. Attach Certificate(s) and/or other forms of verification.

| <b>NO. OF YEARS IN BUSINESS</b> | <b>DOCUMENT HELD AS PROOF OF LEGAL ENTITY</b> | <b>REFERENCE NO.</b> | <b>ACTIVITIES COVERED</b> | <b>EXPIRY DATE</b> | <b>ISSUING COUNTRY AND ENTITY</b> |
|---------------------------------|---|----------------------|---------------------------|--------------------|-----------------------------------|
|                                 |   |                      |                           |                    |                                   |
|                                 |   |                      |                           |                    |                                   |
|                                 |   |                      |                           |                    |                                   |
|                                 |   |                      |                           |                    |                                   |
|                                 |   |                      |                           |                    |                                   |
|                                 |   |                      |                           |                    |                                   |

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] - INVITATION TO BID**

**Form T6: SUBCONTRACTOR**

The names of any subcontractor(s) proposed to be engaged for the contract. Note:

- 1) The nomination of alternative subcontractors is acceptable but written approval of all subcontractors is required before commencement of the contract;
- 2) As shown under Form T6-B, the Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed and tax compliant (as required by law).
- 3) If servicing of vehicles is to be sub-contracted provide details here as well. Information relating to the experience of service personnel.

| <b>NAME AND ADDRESS OF SUBCONTRACTOR</b> | <b>DESCRIPTION OF GOODS OR RELATED SERVICES PROPOSED FOR SUBCONTRACTING</b> | <b>ESTIMATED % OF GOODS OR RELATED SERVICES TO BE PROVIDED (E.g 15%, 40%, etc)</b> |
|--|---|--|
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**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] - INVITATION TO BID**

Form T7: **LIST OF GOODS AND DELIVERY SCHEDULE**

| <b>Line Item #</b> | <b>Description of Goods</b> | <b>Quantity</b> | <b>Physical Unit</b> | <b>Final Destination</b> | <b>Bidder's Offered Delivery Date (as per Incoterms)</b>   |
|--------------------|-----------------------------|-----------------|----------------------|--------------------------|--|
|                    |                             |                 |                      |                          | <i>[BIDDER to insert the number of days/weeks following the contract's effective date for delivery to Final Destination]</i> |
|                    |                             |                 |                      |                          |  |
|                    |                             |                 |                      |                          |  |
|                    |                             |                 |                      |                          |  |
|                    |                             |                 |                      |                          |  |
|                    |                             |                 |                      |                          |  |
|                    |                             |                 |                      |                          |  |

Form T8: **LIST OF RELATED SERVICES AND DELIVERY SCHEDULE**

| <b>Service #</b> | <b>Description of Related Service</b>                      | <b>Quantity (if applicable)</b> | <b>Physical Unit (per item)</b> | <b>Final Destination</b> | <b>Final Completion Date (as per Incoterms) of Related Service</b>     |
|------------------|--|---------------------------------|---------------------------------|--------------------------|--|
| 1                | Warranty & Assurances – minimum of ...                     |                                 |                                 |                          | <i>[BIDDER to insert proposed completion date for Related Service]</i> |
| 2                | 2-Year <i>[insert item]</i> Service & Maintenance Contract |                                 |                                 |                          |  |
| 3                | ...  |                                 |                                 |                          |  |
| 4                | ...  |                                 |                                 |                          |  |
| ...              |  |                                 |                                 |                          |  |
|                  |  |                                 |                                 |                          |  |
|                  |  |                                 |                                 |                          |  |



**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

Form T9: **LIST OF RELATED SERVICES AND DELIVERY SCHEDULE**

| <b><u>ITEM</u></b>          | <b><u>MINIMUM<br/>REQUIREMENTS</u></b>  | <b><u>BIDDER'S<br/>PROPOSAL</u></b> |
|-----------------------------|---|-------------------------------------|
|                             |   |                                     |
| <b><u>Warranty</u></b>      | 36 Months/100,000 Km<br>(minimum) Suppliers<br>condition of warranty to<br>be enclosed with bid |                                     |
| <b><u>Delivery Date</u></b> |   |                                     |

**Government of Anguilla**

***[Insert Procuring Entity's Name]***

***[Insert Procurement Name]***

**SCHEDULE E**

**FINANCIAL BID RETURN FORMS**

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - INVITATION TO BID**

Form F1: **BID PRICES**

This Schedule shall be read in conjunction with all other parts of the Bid Document.

Bidders are required to complete the following Bid Price Schedule which should be read in conjunction with the information below and ALL other Sections of the Contract.

1. We have examined and hold no reservations to the Bidding Document, including Addenda #*[include Addenda number and issue date of each Addenda]*
2. We propose to provide the *[insert a brief description of GOODS and related Services]* more specifically described in Schedule D – Specifications of the Bid Document for the CONTRACT Price calculated in accordance with the method described under **Clause 6** herein.
3. We confirm that this Bid will be held firm and free of any adjustments whatsoever and open for acceptance for a period of *[insert bid validity period]* days from the Closing Date of Bids.
4. Our Bid is based upon and incorporates all those contract terms referred to in the Bid Documents.
5. We have no conflict of interest and are compliant with Schedule B clause 8.2.
6. We agree that until a formal agreement is executed by both parties, this Bid together with your acceptance of it shall be considered a binding agreement between us.
7. The Sum Bid calculated on the basis of the specifications, quantities, Unit Rates and Prices included under the Schedule of Prices contained under cover of these Bid Documents is *[insert total in words]* (*[insert amount for Goods (see form F2-A or F2-B)]* + *[insert amount for Related Services (see form F3)]*)=US/EC\$*[insert total in figures]*
8. The discounts offered and the methodology for their application are:  
**Discounts:** If our bid is accepted, the following discounts shall apply: [specify in detail each discount offered (if any) and the specific item of the Schedule of Requirements to which it applies].

**Methodology of Application of Discounts (if any):** The discounts shall be applied using the following method: [specify in detail the method that shall be used to apply the discount(s) offered (if any)].

Signature: .....

Dated: .....

Name: .....

Position Held: .....

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
INVITATION TO BID**

Duly authorized to sign Tenders for and on behalf of:-

*[insert Bidder's Name and Registered Address in the space provided below]*

.....  
.....  
.....  
.....  
.....  
.....

***\*\* (For a Joint Venture/Consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached)***



**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - INVITATION TO BID**

Form F2-B: **PRICE AND BREAKDOWN**

**Good Manufactured Outside of Anguilla, already Imported**

The Bidder shall complete the following table detailing the overall contract price (all components should be included). The list of line items in column 1 of the Price Schedule shall coincide with the List of Goods and Related Services specified by the Procuring Entity in Schedule D – Specifications.

| 1                                | 2                            | 3   | 4                                       | 5  | 6  | 7  | 8   | 9  | 10   |
|----------------------------------|------------------------------|---|---|--|--|--|---|--|--|
| Line Item #                      | Description of Goods         | Country of Origin                         | Delivery Date (as defined by Incoterms) | Quantity                                       | Physical Unit  | Unit Price (including Customs Duties, Import Taxes paid) | Price per line item (Col 5 x Col 7)       | Price per line item for inland transportation and other services required in Anguilla to convey the Goods to their final destination as specified in Schedule D - Specifications | Total Price per Line item (Col 8 + Col 9)    |
| <i>[insert line item number]</i> | <i>[insert name of Good]</i> | <i>[insert country of origin of Good]</i> | <i>[Insert delivery date quoted]</i>    | <i>[Insert number of units to be supplied]</i> | <i>[Insert physical Unit of measure – eg “each”/ “pack”]</i> | <i>[Insert unit price per unit]</i>                      | <i>[Insert total price per line item]</i> | <i>[Insert the corresponding price per line item]</i>  | <i>[Insert total price of the line item]</i> |
|                                  |                              |   |   |  |  |  |   |  |  |
|                                  |                              |   |   |  |  |  |   |  |  |
|                                  |                              |   |   |  |  |  |   |  |  |
|                                  |                              |   |   |  |  |  |   |  |  |
|                                  |                              |   |   |  |  |  |   |  |  |
|                                  |                              |   |   |  |  |  |   |  |  |
|                                  |                              |   |   |  |  |  |   | <b>Total Price</b>   |  |

Bidder’s Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - INVITATION TO BID**

**Form F3: RELATED SERVICES - PRICE AND COMPLETION SCHEDULE**

The Bidder shall complete the following table detailing the overall contract price (all components should be included). The list of line items in column 1 of the Price Schedule shall coincide with the Related Services specified by the Procuring Entity in Schedule D – Specifications.

| 1         | 2  | 3   | 4   | 5  | 6  | 7                                   | 10  |
|-----------|--|---|---|--|--|-------------------------------------|---|
| Service # | Description of services (excludes inland transportation and other services required in Anguilla to convey the Goods to their final destination(s)) | Country of Origin                                 | Delivery Date   | Quantity                                       | Physical Unit                            | Unit Price                          | Total Price per Line item (Col 5 x Col 7 or estimate) |
| 1         | <i>[insert description of services]</i>  | <i>[insert country of origin of the Services]</i> | <i>[Insert delivery date at place of final destination per Service]</i> | <i>[Insert number of units to be supplied]</i> | <i>[Insert physical Unit of measure]</i> | <i>[Insert unit price per item]</i> | <i>[Insert total price of the line item]</i>          |
| 2         |  |   |   |  |  |                                     |   |
| 3         |  |   |   |  |  |                                     |   |
|           |  |   |   |  |  |                                     |   |
|           |  |   |   |  |  |                                     |   |
|           |  |   |   |  |  |                                     |   |
|           |  |   |   |  |  |                                     |   |
|           |  |   |   |  |  | <b>Total Price</b>                  |   |

Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_