

## Government of Anguilla



*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*  
*PROCUREMENT# [insert procurement number]*

## REQUEST FOR PROPOSALS

Issue Date:[ ]

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
REQUEST FOR PROPOSALS**

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**GOA, [Ministry/Department/Unit] – [Procurement Name] – REQUEST FOR PROPOSALS**

**Letter of Invitation**

*[insert: Location and Date]*

*[insert: Name and Address of Consultant]*

Dear Sir/Madam:

The Government of Anguilla, through its *[insert the name of the procuring entity]* has committed funds towards the cost of these services to be procured under *[insert procurement name]*, Procurement # *[insert procurement #]*, and intends to apply the funds to eligible payments under this contract.

The *[insert the name of the procuring entity]* now invites proposals to provide consulting services for *[insert procurement name]*. More details on the required services are provided in the Terms of Reference.

This Request for Proposal (RFP) may not be transferred to any other firm.

A firm will be selected using the criteria and methods listed within this RFP in accordance with the Public Procurement and Contract Management (Amendment) Act 2016 and its Regulations. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Schedule A: Instructions to Consultants
  - Schedule B: Proposal Data Sheet
  - Schedule C: Standard Forms of Contract
  - Schedule D: Terms of Reference
  - Schedule E: Technical Proposal - Standard Forms
  - Financial Proposal - Standard Forms

Please provide written confirmation of receipt of this Letter of Invitation and the RFP document to the following address:

Chief Procurement Office  
Procurement Office  
Ministry of Finance  
Old NBA Building  
The Valley, Anguilla  
E-mail: [Procurement.Mailbox@gov.ai](mailto:Procurement.Mailbox@gov.ai)

Yours sincerely,

*[insert: Signature, name, and title of Procuring Entity's representative]*

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE A**

**INSTRUCTION FOR PROPOSERS**

# GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* - REQUEST FOR PROPOSALS

*[Note to the Procuring Entity: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]*

## 1.0 DEFINITIONS

In these Proposal Documents the following terms shall have the meanings indicated:

**“Addenda”** means addenda to this Request for Proposal 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 Request for Proposal or to effect modifications to the Request for Proposal.

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

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

**“Conditions of Proposing”** means the conditions of proposal 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 Proposing) provided by the GOA or a Proposer to the other.

**“Consultant”** means any entity or person that may provide or provides the Services to the Procuring Entity under the Contract.

**“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

**“Data Sheet”** means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

**“LOI”** (Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Entity to the short-listed Consultants.

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

**“Proposal”** includes any response to the Request for Proposal signed by the Proposer comprising the Proposal Return Schedules and all required documentation and information.

**“Proposer”** means a person or corporation who submits a Proposal in accordance with this Request for Proposal.

**“Proposal Evaluation Committee”** means a committee appointed by the Procurement Committee to evaluate Proposals.

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

**“Services”** means the work to be performed by the Consultant pursuant to the Contract.

**“Sub-Consultant”** means any person or entity to whom the Consultant subcontracts any part of the Services.

**“Terms of Reference”** (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

**“Two-envelope Proposal Submission”** means the Technical Proposal should be sealed in a separate envelope and marked “Technical” and the Financial Proposal should be sealed in a separate envelope marked “Financial” then both the technical envelope and the financial envelope should be placed in a single larger envelope addressed as per the bid data sheet.

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## **2.0 STRUCTURE OF THE PROPOSAL DOCUMENTS**

Proposal documents have been structured to allow easy reference. Any questions should be directed in writing to the CHIEF PROCUREMENT OFFICER at Government of Anguilla, the Procurement Office, Ministry of Finance, 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)

### **2.1 Request for Proposal**

The Request for Proposal is made up of the following **FIVE (5)** parts in the order of precedence as listed:

- **Section 1: Letter of Invitation**

- **Section 2:**

- **Schedule A - Instructions to Consultants**

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

- **Schedule B – Data Sheet**

- This Section specifies the proposal process and conditions of proposing and describes the selection criteria that will be applied in the evaluation of proposals received.

- **Schedule C –Standard Conditions of Contract**

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

- **Schedule D –Terms of Reference/Scope of Services**

- This Section explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

- **Schedule E -Proposal Return Schedules**

- This Section comprises the Proposal Return Schedules on which proposal responses must be submitted.

### **2.2 Addenda**

(a) Addenda may be issued at any time prior to the closing date. Each addendum will be issued to all Proposers and, upon issue, will form part of the Proposal Documents.

(b) Receipt of each addendum must be acknowledged by the Proposer by signing a statement in the Proposal Return Schedules.

(c) Any of the Proposal Documents may be amended to reflect the requirements of any addenda.

Expressions and words used in the Proposal Documents have the meanings ascribed to them in **Clause 1** of the Instructions for Proposers and in the Conditions of Contract (**Schedule C** of the Proposal Documents).

### **2.3 Precedence of Documents**

To the extent that there is any inconsistency between:

(a) Any addenda and the other Proposal Documents, the addenda shall prevail.

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(b) If two or more addenda are issued in relation to a matter, the last issued addenda shall prevail.

### **3.0 GENERAL**

#### **3.1 Source of Funds**

The Government of Anguilla has committed funds towards the costs of these services to be procured and intends to apply the funds to eligible payments under the contract.

Either the estimated number of Professional staff-months or the budget for completing the assignment shall be shown in the Data Sheet, but not both. The Proposal shall, however, be based on the number of Professional staff-months or on the budget as estimated by the Consultants.

In the case of fixed-budget-based assignments, the available budget is shown in the Data Sheet but the estimated number of Professional staff-months shall not be included. In this case, the Financial Proposal shall not exceed the stated budget.

Alternative professional staff shall not be proposed and only one curriculum vitae (CV) should be submitted for each position.

#### **3.2 Request for Proposals**

The Procuring Entity named in the Proposal Data Sheet invites qualified persons or corporations to submit proposals to provide the Services as described in the Terms of Reference/Scope of Services to the GOA upon the conditions set forth in the Conditions of Contract.

The Proposal will comprise the Proposal Return Schedules (Schedule E) duly completed by the Proposer and any other relevant addenda submitted with Proposal. The Proposer shall sign the Proposal, or if the Proposer is a corporation, execute the Proposal in a manner binding the corporation.

The Proposer may attach to the Proposal Return Schedules any additional documentation in support of its Proposal.

The GOA is not bound to accept the lowest of any proposals.  
This Request for Proposals may be cancelled or rejected without any liability to GOA.

#### **3.3 Pre-proposal Conference**

The GOA will conduct a Pre-Proposal Conference for all Proposers, if one is specified in the Data Sheet, for the purpose of publicly discussing the proposal Terms of Reference, local conditions relevant to the contract, scope of all services, and any other matters deemed appropriate by the GOA or prospective Proposers. All questions concerning these matters should be addressed at this meeting for the equal benefit and knowledge of all Proposers. The GOA will not discuss any of the above matters with individual Proposers.

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**3.4 Services arrangements and Service Standards**

This is a contract for the procurement of services as outlined in Schedule D – Terms of Reference/Scope of Services. The successful Proposers' responsibilities are as set out in Schedule D.

Proposers should read the Terms of Reference/Scope of Services fully to ascertain the exact nature of the work to be performed, and the terms on which it is to be performed, as the agreement will be evidenced solely by the Contract.

Proposers **MUST** complete and return the Proposal Return Schedules and may attach supporting documentation.

**3.5 Proposer to be Informed**

- a) Proposers shall, prior to submitting their Proposal, become acquainted with the nature and extent of the Contract and the Services to be undertaken, and make all necessary examinations, investigations, inspections and deductions.
- b) **No** claims arising from a failure to take any such actions will be considered and the GOA does not accept any responsibility if a Proposer fails to make its own enquiries, interpretations, deductions and conclusions when preparing its Proposal.
- c) It is the responsibility of Proposers to ensure that they have sufficient and complete information to prepare their Proposals. Proposers should therefore familiarize themselves with local conditions and take these into account in the preparation of their Proposals. Once Proposals have been submitted, no claims that information is missing or incomplete will be accepted.
- d) Proposers 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 licences and/or permits necessary to carry out the services.

- e) Proposers must form their own assessment of the total requirement of materials necessary to perform the true intent of the proposed Contract and of the conditions, difficulties and hazards that may affect the performance of the Services.
- f) The GOA will accept **NO** responsibility for Proposers' failure to make their own enquiries, interpretations and conclusions from information contained within the Proposal Documents or otherwise.
- g) The Proposer assumes certain risks during the term of the Contract, including but not limited to:
  - (a) Assumptions of waste quantities may not be realized during the life of the Contract.
  - (b) Impediments due to natural causes.

**3.6 Discrepancies and Omissions**

Should a Proposer find discrepancies, errors and/or omissions, contradictions or ambiguities or conflicts with applicable law in the Request for Proposals (Schedules A,



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B, C, D, E), or should there be any doubt as to their meaning, the Proposer should at once notify Chief Procurement Officer in writing on or before the close of the clarification period.

**3.7 Enquiries**

Any enquiries regarding the services specified in the Proposal Documents should be directed in writing, on or before the date indicated in the Proposal Data Sheet, 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.

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

**3.8 Extension of Time for the Submission of All Proposals**

The GOA, at its absolute discretion, may extend the closing date for the submission of all Proposals if warranted by the issue of an addendum to the original Proposal 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 Proposal Document.

**3.9 Proposer Not to Solicit the GOA and their Advisors**

The Proposer and its representatives must not interfere or attempt to interview or to discuss this Proposal 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 Proposal submitted by a Proposer which contravenes this Clause.

**3.10 Release of Proposal Details**

Proposers should note that the name of each Proposer will be presented in GOA reports and may be made public. This will include the apparent order of Proposals on the basis of Proposed price but without the specific amounts Proposed.

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

**3.11 Public Access to Proposal Information**

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

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**3.12 Procuring Entity Input(s)**

The Procuring Entity will, in a timely manner, provide the successful Consultant with the inputs and facilities specified within the Data Sheet.

**3.13 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 Terms of Reference/Scope of Services – including details of any financial consequences of not meeting performance standards.

**4.0 PROPOSAL PREPARATION AND SUBMISSION**

**4.1 Conforming Proposals**

To submit a conforming Proposal, the Proposer must:

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

**4.2 Non-Conforming Proposals**

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

**4.3 Proposal Preparation**

Proposals should be prepared using the attached standard forms (see Schedule E). All activities and items described in the Technical Proposal must be priced separately in the Financial Proposal. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items.

**4.4 Proposal Receipt and Submission**

The Proposal, as well as any related correspondence, should be completed in English and all prices should be quoted in Eastern Caribbean dollars (EC\$).

The Consultants are invited to submit a Technical Proposal and a Financial Proposal - or a Technical Proposal only, as specified within the Data Sheet - for consulting services required for the assignment named within the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

Proposals must be submitted to the address indicated in the Proposal Data Sheet no later than the time and the date indicated in the Proposal Data Sheet, or any extension to this date in accordance with any alternative date stated within any Addenda. Any proposal

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received by the Procuring Entity after the deadline for submission shall be returned to the Proposer unopened.

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposers will be required to sign a proposal receipt book so that a Proposal is properly submitted at the Procurement Office.

**4.5 Facsimile and Electronic Proposals**

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

**4.6 Late Proposals**

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

**4.7 Number of Copies of Proposal**

The Proposer is required to the number of copies as specified within the Bid Data Sheet, including copies of all supporting documentation, each of which shall be certified by the Proposer to be true copies.

**4.8 Proposal Opening**

Proposals will be opened publicly and the place and time indicated within the Bid Data Sheet. Proposers or their authorized representatives are invited to attend. The proposal opening process will be in keeping with the requirements as set out in the Public Procurement and Contracts Administration legislation.

**4.9 Ownership of Proposals and Proposal Information**

Proposals submitted by the Proposer shall become the property of the GOA and unless they are withdrawn in accordance with **Clause 1.9** above will not be returned to the Proposer.

**5.0 ACKNOWLEDGMENT BY PROPOSER**

The Proposer acknowledges that:

- (a) The GOA makes no representations and offers no undertakings in issuing this Proposal.
- (b) The GOA is not bound to accept the lowest Proposal or required to accept any Proposal.
- (c) The GOA may suspend, vary, postpone, terminate or abandon the Proposal process.
- (d) The GoA may extend the bid validity period stated within this proposal document.
- (e) The GOA may negotiate with the responsible proposer who submitted the lowest responsive evaluated Proposal for the purpose of increasing or decreasing the scope or value of the proposed contract.

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- (f) The GOA may discontinue negotiations with any Proposer.
- (g) The GOA may require one or more Proposers to supply further information, for the sole purpose of clarifying any aspect of their Proposal. Any such Invitation is not an opportunity to amend a Proposal submitted.
- (h) The Proposal Submission cannot be withdrawn without the consent of the GOA unless it is withdrawn in writing before the Closing Time by submitting a notice of withdrawal to the Procurement Office in accordance with the stipulations of the Proposal Data Sheet.
- (i) The Proposal 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.
- (j) The GOA will not be responsible for any costs or expenses incurred by a Proposer arising in any way from the preparation and submission of Proposals.
- (k) The GOA accepts no responsibility for a Proposer misunderstanding or failing to respond correctly to this Proposal.
- (l) Where information is supplied in Proposal 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.
- (m) Submission of a Proposal shall be deemed as acceptance that the GOA will conduct a Criminal Record Background (CRB) check.
- (n) Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated within the RFP will be met and, unless otherwise specified, the Proposer has read, understood and agreed to all the instructions in the RFP.
- (o) Successful Proposer shall not be allowed to bid on works or services directly or indirectly related to this proposal.

## **6.0 AGREEMENT**

The successful Proposer 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 – Terms of Reference/Scope of Work and relevant parts of the Proposer’s Proposal Return Schedules within **fourteen (14)** days of these documents being presented to the Proposer for execution.

If the Formal Instruments of Agreement are not executed by the successful Proposer 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 Proposer’s Proposal and accept that repudiation.
- (b) Terminate the agreement.
- (c) Recover any damages arising from the repudiation by the Proposer.

Should the successful proposer neglect to execute a contract, the Board may accept the Proposal of and award a contract to the responsible proposer who submitted the next lowest responsive evaluated Proposal.

## 7.0 USE OF SUBCONTRACTORS

Subject to the Evaluation Criteria in the **Proposal Data Sheet** the preference is for the Services to be undertaken using resources from the Proposer's organization.

Where a Proposer proposes to provide any part of the Services using resources from organizations other than the Proposer itself, substantial information relating to the contractual arrangements for such resources must be detailed in the Proposal, together with information on the relevant experience and financial standing of such other organization and relevant personnel.

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

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

Proposers will be required to ensure that subcontractors satisfy the terms and conditions of the Proposal Documents and to include all relevant conditions of the contract in subcontracts. Proposers will be held liable for any failure to perform by the subcontractor.

## 8.0 ACCEPTANCE OF PROPOSAL

The Government of Anguilla will select a consulting firm/organization (the consultant), in accordance with the selection method specified within the Data Sheet.

The successful Proposer will be notified in writing of the acceptance of its Proposal. 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.

## 9.0 PROBITY OF PROPOSAL PROCESS

Statutory Declaration is included in the Proposal Return Schedules which addresses "**Collusive Bidding**". Such declaration must be made and returned as part of the Proposal. Should any Proposer consider that the Proposal process has failed to accord it fair right to be considered as a successful Proposer, or that it has been prejudiced by any breach of these Conditions of Proposal or other relevant principle affecting the Proposals or their evaluation, the Proposer 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 Proposer'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 Proposer from relying upon or taking action based upon such breach.

## 10.0 PROVISION OF INFORMATION BY PROPOSERS

### 10.1 Proposal Return Schedules

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

10.1.1 The Technical Proposal shall include the Technical Proposal Return Forms (see Schedule E) and shall NOT include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

10.1.2 The Financial Proposal shall be prepared using the attached Financial Proposal Return Forms (see Schedule E). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Bid Data Sheet. If appropriate, these costs should be broken down by activity and, as appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal should be priced separately. Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

### 10.2 Information for Evaluation

Proposers are required to submit all the documents or information specified with their Proposals.

Proposers may submit additional information in support of their Proposal as may be considered necessary for evaluation of any methods, systems, processes, personnel, plant or equipment they propose to use in the performance of the Contract. The GOA reserves the right to clarify with any Proposer the contents of any information.

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

## 11.0 CONFLICT OF INTEREST

Government of Anguilla requires that Consultants provide professional, objective and impartial advice and at all time hold the Government of Anguilla's interests paramount. The Government of Anguilla requires that Consultants strictly avoid conflicts with other assignments or their own corporate interests and act without consideration for future work.

11.1 Without limitation on the generality of the above statements, Consultants, and any of their affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:

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Conflicting Activities: If the Consultant, and/or any of its affiliates, has been engaged by the Government of Anguilla to provide goods, works or services other than consulting services for a project, the Consultant shall be disqualified from providing consulting services related to those goods, works or services. Similarly, a Consultant, and any of its affiliates, hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the consulting services identified above. For the purpose of this paragraph, ‘services other than consulting services’ are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignments: A Consultant, or any of its affiliates - including Personnel and Sub-Consultants – shall not be contracted for any assignment that, by its nature, may conflict with another Government of Anguilla assignment for which the Consultant is contracted. For example:

- a) a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project;
- b) a Consultant assisting Government of Anguilla in the privatization of public assets shall not purchase, nor advise on, such assets;
- c) a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

Conflicting Relationships: A Consultant - including its Personnel and Sub-Consultants - that has a business or family relationship with a member of the Procuring Entity’s staff who is either directly or indirectly involved in any part of

- a) the preparation of the Terms of Reference of the assignment;
- b) the selection process for such assignment; or
- c) supervision of the Contract

may not be awarded a Contract, unless the resulting conflict has been resolved - throughout the selection process and the execution of the Contract - in a manner acceptable to the Government of Anguilla.

No agent or current employee of Government of Anguilla shall work as a Consultant under his/her own Ministry, Department or Agency. Recruitment of former government employees to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists.

Proposers must inform the GOA of any circumstances or relationships which will constitute an actual or potential conflict that impacts, or may reasonably be

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perceived to impact, their ability to serve the best interest of GoA if the Proposer is awarded the contract.

If any conflict or potential conflict exists the Proposal should advise how the Proposer proposes to address this.



## 12.0 EVALUATION CRITERIA

### 12.1 Proposal Evaluation

From the time the Proposals are opened to the time the contract is awarded, the Consultants should not contact the Government of Anguilla on any matter related to its Technical and/or Financial proposal(s). Any effort by Consultants to influence the Government of Anguilla in the examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation has been concluded.

### 12.2 Evaluation of Technical Proposals

The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### 12.3 Financial Proposal for QSB

Following the ranking of technical proposals, when selection is based on Quality only (QBS), the first ranked Consultant is invited to negotiate its Proposal and the Contract in accordance with the instructions given under paragraph 12.5 of these instructions.

### 12.4 Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, LCS)

- a) After the technical evaluation is completed the Procuring Entity shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. Where possible the financial proposals should be opened publicly. In this case, the Procuring Entity shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, of the date, time and location for opening of the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- b) Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

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- c) The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet
- d) In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- e) In the case of Fixed-Budget Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected.

In the case of the Least-Cost Selection, the Procuring Entity will select the lowest proposal among those that passed the minimum technical score.

In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations

### **12.5 Negotiations**

Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Procuring Entity proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### **12.6 Technical Negotiations**

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Entity and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Procuring Entity to ensure satisfactory implementation of the assignment. The Procuring Entity shall prepare minutes of negotiations which will be signed by the Procuring Entity and the Consultant.

### **12.7 Financial Negotiations**

If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Procuring Entity’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Entity with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

### **12.8 Availability of Professional Staff/Experts**

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Entity expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Entity will require assurances that the Professional staff will be actually available. The Procuring Entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

### **12.9 Conclusion of Negotiations**

Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Entity and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Entity will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

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**12.10 Award of Contract**

After completing negotiations the Procuring Entity shall award the Contract to the selected Consultant and publish notice of the award on its website or the respective MDB website in the case of multilaterally funded contracts.. The Procuring Entity shall promptly notify all Consultants who have submitted proposals. After Contract signature, the Procuring Entity shall return the unopened Financial Proposals to the unsuccessful Consultants.

The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal

**13.0 CONFIDENTIALITY**

**13.1 Control of Confidential Information**

Subject to **Clauses 3.10 and 3.11** the GOA and Proposers 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 Proposal.
- (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.
- (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.

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the anyone – neither the Consultants who submitted the Proposals nor to other persons not officially concerned with the process - until the publication of the award of Contract, at which time relevant information may be disclosed in the manner prescribed by the legislation. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal

The GOA or a Proposer 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.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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**13.2 Information Provided by Proposers**

The GOA reserves the right to disclose any or all information provided by Proposers 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 Proposal.

**13.3 Bid Validity**

Any Proposal shall be an irrevocable offer by the Proposer to perform the 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 Proposing.

The Proposal Data Sheet shall specify how many calendar days after the specified Closing Date that the Consultant's Proposal must remain valid and thus open for GoA's acceptance.

During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Government of Anguilla will make its best effort to complete negotiations within this period. Should the need arise, however, the Government of Anguilla may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal. Should staff availability change, Consultants may submit replacement staff who would then be considered in the final evaluation of their proposals for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE B**

**PROPOSAL DATA SHEET**

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS**

**PROPOSAL DATA SHEET**

*[Comments in brackets provide guidance for the preparation of the Data Sheet; they should NOT appear on the final RFP to be submitted to the Procurement Office for review/issuance]*

Paragraph Reference	
3.2	Procuring Entity: _____ _____
4.4	Procurement Name: _____ Procurement Number: _____
8.0	Method of Selection:  <ul style="list-style-type: none"> <li>- QCBS _____</li> <li>- QBS _____</li> <li>- SFB _____</li> <li>- LCS _____</li> </ul>
3.3	The GOA will conduct a Pre-Proposal Conference for the purpose of publicly discussing the proposal Terms of Reference, contract documents, scope of all services, and any other matters deemed appropriate by the GOA or prospective Proposers: Yes ____ No ____  <i>[If yes]</i> The meeting will be held at the following place and time: <ul style="list-style-type: none"> <li>- Venue _____</li> <li>- Date _____</li> <li>- Time _____</li> </ul>
3.12	The <i>[insert Procuring Entity]</i> will provide the following inputs and facilities _____ _____ _____ _____ _____
11.0	The Procuring Entity envisages the need for continuity for downstream work: Yes ____ No ____  <i>[If yes, outline in the TOR the scope, nature, and timing of future work]</i>
3.2	A Proposer may be a natural person, private company, government-owned company or partnership firm. A proposal submitted without the below-listed documents is considered incomplete and will fail to qualify as a proposal

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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	<p>during the evaluation process thereby rendering the proposal ineligible for consideration for further evaluation or award of contract:</p> <p>a) a valid Tax Clearance Certificate _____</p> <p>b) a valid Business Licence _____</p> <p>c) a Letter of Good Standing from the Director of Social Security Board obtained within four (4) weeks of the closing date _____</p> <p>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 _____</p>
<p><b>3.7</b></p>	<p>Enquiries/clarifications may be requested not later than <b>fourteen (14)</b> days before the submission date, that is no later than <i>[insert relevant date]</i>.</p> <p>The address for requesting clarifications is:</p> <p>Chief Procurement Officer Procurement Office Ministry of Finance Old NBA Building The Valley, Anguilla AI-2640 B.W.I. E-mail: <a href="mailto:Procurement.Mailbox@gov.ai">Procurement.Mailbox@gov.ai</a></p>
<p><b>4.4</b></p>	<p>Proposals shall be submitted in <b>English</b> and all prices should be quoted in:</p> <p>Eastern Caribbean Dollars (XCD) _____</p> <p>United States Dollars (USD) _____</p> <p>The conversion/exchange rate is US\$1.00 = EC\$2.6882</p>
<p><b>4.4</b></p>	<p>Technical and Financial Bids to be submitted at the same time: Yes ___ No ___</p>
<p><b>4.4</b></p>	<p>Proposals must be submitted no later than [insert day, date, time].</p> <p>The Proposal submission address is:</p> <p>Chief Procurement Officer Procurement Office Ministry of Finance Old NBA Building The Valley, Anguilla AI-2640 B.W.I. Tel: (264) 497 2547 Fax: (264) 497 3671 E-mail: <a href="mailto:Procurement.Mailbox@gov.ai">Procurement.Mailbox@gov.ai</a></p>



GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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4.4

**Proposal Submission**

*[Select one of the following two submission methods]*

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

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

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

Proposals should be submitted **prior to 12:00 noon** “Closing Time” on *[Day and Date]* “Closing Date”. Proposers will be required to sign a proposal receipt book so that a Proposal is properly submitted at the Procurement Office.

**OR**

The closing date for submission is *[Day and Date]* at **12.00noon.**

Technical and Financial Proposals to be contained in separate sealed plain envelopes or packages and marked: “**CONFIDENTIAL**”.

**Technical Envelope should contain original and copies of the Technical Bid and be clearly marked:**

Attn: Chief Procurement Officer  
Procurement Office  
Technical Proposal for the \_\_\_\_\_

**Financial Envelope should contain original and copies of the Financial Bid and be clearly marked:**

Attn: Chief Procurement Officer  
Procurement Office  
Financial Proposal for the \_\_\_\_\_

Both the financial and the technical envelopes should be placed in one sealed envelope marked “**CONFIDENTIAL**” and submitted to the Procurement Office addressed as follows:

Attention: The Chief Procurement Officer  
Procurement Office  
Ministry of Finance  
Government of Anguilla  
Old NBA Building

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
**REQUEST FOR PROPOSALS**

	<p>The Valley          Anguilla B.W.I.  <b>Proposal For: [Insert Procurement Name]</b></p> <p>Proposals should be submitted <b>prior to 12:00 noon</b> “Closing Time” on <i>[Day and Date]</i> “Closing Date”. Proposers will be required to sign a proposal receipt book so that a Proposal is properly submitted at the Procurement Office.</p>
4.7	<p>Consultant must submit one (1) original and [insert number of copies in words] ([insert number of copies in figures]) copies of the Technical and Financial Proposals (including copies of all supporting documentation), each of which shall be certified by the Proposer to be true copies.</p>
4.8	<p>Proposals will be opened publicly on <i>[insert day, date, time]</i> at <i>[insert venue]</i>.</p>
5.0	<p>A proposer may change or modify a Proposal 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 Proposal” and “<i>[insert procurement name]</i>”. The envelope should also be clearly marked “<b>Confidential</b>”.</p>
5.0	<p>A proposer can withdraw a Proposal 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 Proposal” and “<i>[insert procurement name]</i>”. The envelope should also be clearly marked “<b>Confidential</b>”. No Proposal shall be withdrawn by the proposer after the proposal due date.</p>
4.4	<p>Shortlisted Consultants may <b>NOT</b> associate with other shortlisted Consultants:</p>
3.1	<p><i>[Select one of the following two sentences]</i>          The estimated number of professional staff-months required for the assignment is: _____          or:          The available budget is: _____  <i>[In the case of Selection under a Fixed Budget (FBS), select the following sentence]</i>          The Financial Proposal shall not exceed the available budget of:          _____</p>
3.4	<p>Training is a specific component of this assignment: Yes ___ No ___</p>

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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	<p><i>[If yes, provide appropriate information]:</i></p> <hr/> <hr/>
<p><b>10.1.2</b></p>	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. If the Procuring Entity wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this SC 3.6]</i></p> <ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Procuring Entity’s country for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>
<p><b>14.0</b></p>	<p>Any Proposal shall be an irrevocable offer by the Proposer to perform the 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 Proposing.</p> <p>The Proposal offered by the Proposer will remain open for acceptance by the GOA for a period of <i>[Insert number: normally between 60 and 90 days]</i> calendar days from the Closing Date; that is, until <i>[Insert applicable date]</i></p>
<p><b>3.7</b></p>	<p>At the time of the contract award overseas bidder shall present to the Procuring Entity a valid Tax Compliance Certificate. Local bidders shall submit their Tax Compliance Certificate at the time of bid submission.</p>
	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical</p>

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	<p>Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment: [0 - 10]  <i>[Normally, subcriteria are not provided]</i></p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p style="padding-left: 20px;">a) Technical approach and methodology <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">b) Work plan <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">c) Organization and staffing <span style="float: right;"><i>[Insert points]</i></span></p> <p style="text-align: right;">Total points for criterion (ii): [20 - 50]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p style="padding-left: 20px;">a) Team Leader <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">b) <i>[Insert position or discipline as appropriate]</i> <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">c) <i>[Insert position or discipline as appropriate]</i> <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">d) <i>[Insert position or discipline as appropriate]</i> <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">e) <i>[Insert position or discipline as appropriate]</i> <span style="float: right;"><i>[Insert points]</i></span></p> <p style="text-align: right;">Total points for criterion (iii): [30 - 60]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</p> <p style="padding-left: 20px;">1) General qualifications <span style="float: right;"><i>[Insert weight between 20 and 30%]</i></span></p> <p style="padding-left: 20px;">2) Adequacy for the assignment <span style="float: right;"><i>[Insert weight between 50 and 60%]</i></span></p> <p style="padding-left: 20px;">3) Experience in region and language <span style="float: right;"><i>[Insert weight between 10 and 20%]</i></span></p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program:  <i>[Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated,; the following subcriteria may be provided]</i></p> <p style="padding-left: 20px;">a) Relevance of training program <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">b) Training approach and methodology <span style="float: right;"><i>[Insert points]</i></span></p> <p style="padding-left: 20px;">c) Qualifications of experts and trainers <span style="float: right;"><i>[Insert points]</i></span></p> <p style="text-align: right;">Total points for criterion (iv): [0 – 10]</p> <p>(v) Participation by nationals among proposed key staff <span style="float: right;">[0 – 10]</span>  <i>(not to exceed 10 points) [Subcriteria shall not be provided]</i></p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score St required to pass is: ____ Points <i>[Insert number of points]</i></p>
<p><b>12.4</b></p>	<p>{ The Financial Proposals will be opened after the evaluation of the Technical Proposals has been completed. <i>[This should be deleted if using a one envelope process]</i> }</p>

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	<p>The formula for determining the financial scores is the following: <i>[Insert either the following formula]</i> <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: <math>T =</math> _____ <i>[Insert weight: normally 0.8]</i>, and <math>P =</math> _____ <i>[Insert weight: normally 0.2]</i></p> <p>Note that as per the Public Procurement legislation proposals outside of the allowable 15% margin may be rejected.</p>
	<p>Expected date for commencement of consulting services _____ <i>[Insert date]</i> at: _____ <i>[Insert location]</i></p>

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE C**

**GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

*[Select the applicable contract. Delete the contract not needed.]*

# Standard Contract – Time- Based Payments

## SAMPLE STANDARD CONTRACT FOR CONSULTING SERVICES

### Time-Based Payments







**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS**

**SAMPLE STANDARD CONTRACT FOR CONSULTING SERVICES  
TIME-BASED PAYMENTS**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Procuring Entity’s name]* (“the Procuring Entity”) on behalf of Government of Anguilla (GoA), and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the *[insert Procuring Entity’s name]* wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services” (“the Services”) which is made an integral part of this Contract.
  - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

**2. Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Government of Anguilla shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS

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The Government of Anguilla shall pay the Consultant for Services rendered at the rate(s) per man/month spent<sup>1</sup> (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursables

The Government of Anguilla shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Procuring Entity’s Project Contract Manager (“Contract Manager”);
- (ii) such other expenses as approved in advance by the Contract Manager.<sup>2</sup>

D. Payment Conditions

Payment shall be made in *[specify currency]* not later than 30 days following submission of invoices in duplicate to the Contract Manager designated in paragraph 4.

**4. Project Administration**

A. Contract Manager

The Government of Anguilla designates Mr./Ms./Mrs. *[insert name and job title]* as the Contract Manager; the Contract Manager shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Government of Anguilla.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Contract Manager.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all

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<sup>1</sup> Select the applicable rate and delete the others.

<sup>2</sup> Specific expenses can be added as an item (iii) in paragraph 3.C.

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
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charges and expenses. The Government of Anguilla reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Government of Anguilla considers unsatisfactory.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within ten years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Government of Anguilla's business or operations without the prior written consent of the Government of Anguilla.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Government of Anguilla under the Contract shall belong to and remain the property of the Government of Anguilla. The Consultant may retain a copy of such documents and software.<sup>3</sup>
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Government of Anguilla's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Anguilla and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Anguilla.
- 13. Fraud and Corruption** 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:
- (a) defines, for the purposes of this provision, the terms set

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<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS**

---

forth below as follows:

“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;

“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;

“collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procurement Office and Government of Anguilla, 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

“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 include provision in Bidding Documents and in contracts financed by a 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 if deemed necessary.

3.1 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS**

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FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
REQUEST FOR PROPOSALS**

**ANNEX C**

**Cost Estimate of Services, List of Personnel and Schedule of Rates**

**(1) Remuneration of Staff**

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a)	Team Leader			
(b)				
(c)				
				Sub-Total (1)

**(2) Reimbursables<sup>6</sup>**

	Rate	Days	Total
(a)	International Travel		
(b)	Local Transportation		
(c)	Per Diem		
			Sub-total (2)

TOTAL COST \_\_\_\_\_

Physical Contingency<sup>7</sup> \_\_\_\_\_

CONTRACT CEILING \_\_\_\_\_

<sup>6</sup> To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, portorage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and \_\_\_\_\_ expenses).

<sup>7</sup> From 0 to 15 percent of total cost; use of contingency requires prior approval of the Procuring Entity.

# ANNEX IV. Small Assignments – Lump-Sum Payments



## STANDARD CONTRACT FOR CONSULTING SERVICES

### Lump-Sum Payments



**SAMPLE STANDARD CONTRACT FOR CONSULTING SERVICES  
LUMP-SUM PAYMENTS**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Procuring Entity’s name]* (“the Procuring Entity”) on behalf of the Government of Anguilla, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Procuring Entity wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Procuring Entity the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

**2. Term** The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

For Services rendered pursuant to Annex A, the Procuring Entity shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:<sup>1</sup>

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<sup>1</sup> Modify, in order to reflect the output required, as described in Annex C.

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS

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*[insert amount and currency]* upon the Government of Anguilla's receipt of a copy of this Contract signed by the Consultant;

*[insert amount and currency]* upon the Government of Anguilla's receipt of the draft report, acceptable to the Anguilla; and

*[insert amount and currency]* upon the Government of Anguilla's receipt of the final report, acceptable to the Government of Anguilla.

*[insert amount and currency]* Total

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Contract Manager designated in paragraph 4.

4. **Project Administration**

A. Contract Manager.

The Procuring Entity designates Mr./Ms./Mrs. *[insert name and job title]* as Contract Manager; the Contract Manager will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Entity and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. **Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Government of Anguilla considers unsatisfactory.

6. **Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Government of Anguilla's business or operations without the prior written consent of the Government of Anguilla.

7. **Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Government of Anguilla under the Contract shall belong to and remain the property of the Government of Anguilla. The Consultant may retain a copy of such documents and

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS

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software.<sup>2</sup>

- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Government of Anguilla's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Anguilla and the language of the Contract shall be English.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Anguilla.
- 14. Fraud and Corruption** 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:
- (e) defines, for the purposes of this provision, the terms set forth below as follows:
- “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;
- “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;
- “collusive practice” means a scheme or arrangement between two or more bidders, with or without the

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<sup>2</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -  
REQUEST FOR PROPOSALS**

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knowledge of the Government of Anguilla, 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

“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;

- (f) 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;
- (g) 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
- (h) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a 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.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -  
REQUEST FOR PROPOSALS**

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**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE D**

**TERMS OF REFERENCE**

## **TERMS OF REFERENCE/SCOPE OF WORKS**

*[Text in brackets provides guidance to the Procuring Entity for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted Consultants]*

*[Terms of Reference normally contain the following sections: (a) Background, (b) Objectives, (c) Scope of the Services, (d) Training (when appropriate), (e) Reports and Time Schedule, and (f) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity.]*



**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE E**

**PROPOSAL RETURN SCHEDULES**

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE E**

**TECHNICAL PROPOSAL RETURN FORMS**

**TECH 1: TECHNICAL PROPOSAL LETTER OF SUBMISSION**

*[Date]*

*[Insert entity]*

Government of Anguilla  
P.O. Box 60  
The Valley, Anguilla

Dear Sir/Madam,

We, *[insert name of legal entity/entities]*, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

We are submitting our Proposal in association with:

*[Insert a list with full name and address of each associated Consultant]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation or misrepresentation or any conflict of interest contained in this Proposal may lead to our disqualification.

In competing for (and if awarded, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Anguilla.

We undertake to negotiate a Contract on the basis of the proposed professional staff. Any substitution of professional staff will require additional approval from Government of Anguilla. We accept that any unauthorized substitution of professional staff may lead to the termination of Contract negotiations. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand that Government of Anguilla are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**TECH 2: PROPOSAL FORM – FORMAL OFFER**

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

**If Consortium, please complete the form below:**

	Name(s) and address(es) of legal entity or entities submitting this tender
<b>Leader<sup>1</sup></b>	
<b>Member</b>	
<b>Etc. ...</b>	

**The Proposer named above, hereby offers to provide Services in accordance with:**

- (a) **Schedule A -Instruction for Proposers;**
- (b) **Schedule B –Bid Data Sheet;**
- (c) **Schedule C -Conditions of Contract;**
- (d) **Schedule D –Terms of Reference;**
- (e) **Schedule E -Proposal Return Schedules;**
- (f) **Any Addenda to the above;**
- (g) **This Proposal including all its schedules relating to the above Contract.**

The Proposer warrants and represents that:

- (a) It has fully acquainted itself with all of the documents referred to in the Proposal and all matters relating thereto;
- (b) Agrees to be bound by the Conditions of Contract;

<sup>1</sup> Add/delete additional lines for consortium members as appropriate. **Note that subcontractors are not considered to be consortium members.** If this tender is being submitted by an individual legal entity, the name of that legal entity should be entered as ‘**Leader**’ (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium members between the deadline for receipt of tenders set in the Instructions to tenderers and the award of the contract is not permitted without the prior approval in writing of the Contracting Authority.

- (c) All of the information provided in its Proposal 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 Proposal price;
- (e) It has allowed for all such risks and contingencies in its Proposal price.

**TECH 2-C: Contact Person for this Proposal:**

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

### TECH 3 - PAST AND RELEVANT PROJECTS

Describe the organization’s experience in projects of a similar nature to the contract that have been COMPLETED in the last fifteen (15) years. Note: ASSB reserves the right to make its own independent enquiries.

<b>Dates (start/ end) and duration</b>	<b>Assignment Name and Brief Description of Main Deliverables/Outputs</b>	<b>Name of Client and Country of Assignment</b>	<b>Approx. Contract Value (in US)/Amount Paid to Your Firm</b>	<b>Role on the Assignment</b>	<b>Associated Consultants (if any)</b>	<b>Name of your Firm’s Senior Project Staff Involved</b>	<b>Function of your Firm’s Senior Project Staff</b>
<i>{e.g. Jan.2009– Apr.2010}</i>	<i>{e.g. “Improvement quality of.....”: designed master plan for rationalization of .....; }</i>	<i>{e.g. Ministry of ....., country}</i>	<i>{e.g. US\$1 million/ US\$0.5 million}</i>	<i>{e.g. Lead partner in a JV A&amp;B&amp;C}</i>			

**TECH 4 - TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION**

Name of Professional Staff	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Firm

Signature .....

*(person(s) authorised to sign on behalf of the proposer)*

Date.....

## TECH 5 - CURRICULUM VITAE (CV)

### Proposed role in the project:

Family name:

First names:

Date of birth:

Nationality:

Civil status:

Education:

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

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

Language	Reading	Speaking	Writing

Membership of professional bodies:

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

Present position:

Years within the firm:

**Key qualifications:** (Relevant to the project)

Specific experience:

Country	Date from - Date to	Brief Description of Project



Professional experience

Date from - Date to	Location	Company & reference person <sup>2</sup> (name & contact details)	Position	Description

Other relevant information (e.g., Publications, Seminars, references)

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Procuring Entity: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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<sup>2</sup> The Contracting Authority reserves the right to contact the reference persons. If you cannot provide a reference, please provide a justification.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement may lead to my disqualification or dismissal, if engaged.

Name ..... Signature .....  
*(person(s) authorised to sign on behalf of the tenderer)*

Date .....

## TECH 6 – METHODOLOGY, APPROACH AND WORK PLAN

*[attach sheets as necessary]*

4a) The proposed **Management Structure** to execute this project including an organizational chart. You should list the main disciplines of the assignment, the key expert responsible and the proposed technical and support staff.

4b) **Technical Approach and Methodology** Without repeating or copying the TOR, explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach to the services and methodology you would adopt for implementing the tasks of the assignment to deliver the expected outputs/outcomes.

Entail any risks, assumptions, considerations for the environment, Health and Safety issues, Environmental hazards and Sustainable solutions and explain the technical approach you would adopt to address these. Explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

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4c) **Work Plan** Outline the implementation plan for the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim GoA approvals) and report delivery dates. A list of the final documents to be delivered – including reports, drawings and tables – should be included here. The proposed work plan should be consistent with the technical approach and methodology and translate them into a feasible working plan and work schedule showing the assigned tasks for each Expert. This work plan should be consistent with the Work Schedule (see Tech 7) and the Staff Schedule (see Tech 8).

## TECH 7 - WORK SCHEDULE

N°	Deliverables 1 (D-..)	Weeks												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	<i>{e.g. Deliverable #1: Report A</i>													
	<i>1) data collection</i>													
	<i>2) drafting</i>													
	<i>3) inception report</i>													
	<i>4) incorporating comments</i>													
	<i>5) .....</i>													
	<i>6) delivery of final report to Client}</i>													
<b>D-2</b>	<i>{e.g. Deliverable #2:.....}</i>													
<b>D-3</b>														

1. List the deliverables with the breakdown for main activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments indicate the activities, delivery of reports (inception, interim, final), and benchmarks separately for each phase.
2. Duration of activities shall be indicated in form of a bar chart.
3. Include a legend, if necessary, to help reading the chart

**TECH 8 - STAFF SCHEDULE**

No	Name	Staff's Input (in person-week/person-days) per each Deliverable (listed in TECH )										Office	Field	Total		
		Position		D-1	D-2	D-3	D-...	D-...	D-...							
1	<i>{E.g Mr. Abbbb}</i>	<i>{Team Leader}</i>	<i>[Office]</i>	<i>2.0 mth</i>	<i>1.0</i>	<i>1.0</i>								<i>4</i>		<i>7</i>
			<i>[Field]</i>	<i>0.5 mth</i>	<i>2.5</i>	<i>0</i>									<i>3</i>	
2			<i>[Office]</i>													
			<i>[Field]</i>													
3			<i>[Office]</i>													
			<i>[Field]</i>													
4			<i>[Office]</i>													
			<i>[Field]</i>													
5			<i>[Office]</i>													
			<i>[Field]</i>													
											<b>Subtotal</b>					<i>7</i>
<b>Support Staff</b>																
			<i>[Office]</i>													
			<i>[Field]</i>													
			<i>[Office]</i>													
			<i>[Field]</i>													
			<i>[Office]</i>													
			<i>[Field]</i>													
											<b>Subtotal</b>					
											<b>Total</b>					

The example (blue ink) should be deleted when completing this form.

**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE E**

**FINANCIAL PROPOSAL RETURN FORMS**

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

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

**FIN 1: PROPOSAL PRICES**

1. We, *[insert proposer name]*, propose to provide *[insert the services]* more specifically described elsewhere in the Proposal Document for the CONTRACT Price calculated in accordance with the Terms of Reference and our Technical Proposal.
2. We confirm that this Proposal will be held firm and free of any adjustments whatsoever, subject to any modifications resulting from Contract negotiations, and open for acceptance for a period of *[insert proposal validity period]* days from the Closing Date of Proposals.
3. Our Financial Proposal is based upon and incorporates all those contract terms referred to in the Proposal Documents.
4. The sum proposed calculated on the basis of the Terms of Reference contained under cover of these Proposal Documents is *[insert amount in words]* (EC\$*[insert amount in figures]*).
5. Our Summary of Cost, breakdown of Remunerations, staff costs in relations to proposal cost and Reimbursable expenses are included.
6. We understand that you are not bound to accept any Proposal you receive.

Signature: .....

Dated: .....

Name: .....

Position Held: .....

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

*[insert Proposer'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)***



**FIN 2: SUMMARY OF COSTS (BY ACTIVITY)**

ITEM	COSTS <sup>3</sup>		TOTAL
	USD ( <i>if applicable</i> )	XCD	
Remuneration			
Reimbursable Expenses			
Total Cost of Financial Proposal <sup>4</sup>			

<sup>3</sup> For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5

<sup>4</sup> Indicate the total costs to be paid in each currency by GoA. These total costs must align with the sum of the relevant subtotals indicated in all FIN Forms submitted with the Proposal.

### FIN 3: REMUNERATION COSTS

(To be used for Time-Based Contracts only)

No.	Name	Position (as in TECH-6)	Person- months/Person- days Remuneration Rate	Time Input in Person- months/Person -days (from TECH-6)	USD (as applicable) - as in FIN-2}	Local Currency - XCD
<b>Professional Staff</b>						
1			[Office]			
			[Site]			
2						
n						
<b>Support Staff</b>						
1			[Office]			
			[Site]			
2						
n						
Total Costs						

*Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.*

**FIN 3: REMUNERATION COSTS**

(This Form shall only be used when the Lump-Sum Contract is used in the RFP. The information required within this form shall be used only to establish payments to the Consultant for possible additional services requested by GoA.)

No.	Name	Position (as in TECH-6)	Person- months/Person- days Remuneration Rate
<b>Professional Staff</b>			
1			[Office]
			[Site]
2			
n			
<b>Support Staff</b>			
1			[Office]
			[Site]
2			
n			

*Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.*

## FIN 4: BREAKDOWN OF REIMBURSABLE EXPENSES

(To be used for Time-Based Contracts only)

Group of Activities (Phase):						
No.	Description <sup>5</sup>	Unit	Unit Cost <sup>6</sup>	Qty	USD	XCD
	Per diem allowances	Day				
	International flights <sup>7</sup>	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between <i>[insert place]</i> and Anguilla					
	Drafting, reproductions of Reports					
	Equipment, instruments, materials, supplies, etc					
	Shipment of personal effects	Trip				
	Subcontracts <i>[detail]</i>					
	Local transportation costs (if applicable)					
	Office rent, clerical assistance (if applicable)					
	Training of Government personnel <sup>8</sup>					

A Form FIN should be completed for each Form Fin provided, as necessary.

<sup>5</sup> Delete items not applicable. Add items as necessary as per Bid Data Sheet/TOR

<sup>6</sup> Indicate both cost and currency

<sup>7</sup> Indicate route of each flight and whether 1-way or 2-way flight

<sup>8</sup> Only use if training is a major component of the assignment and is so defined within the TOR.

**FIN 4: BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form shall only be used when the Lump-Sum Contract is used in the RFP. The information required within this form shall be used only to establish payments to the Consultant for possible additional services requested by GoA.)

Group of Activities (Phase): _____			
NO.	DESCRIPTION <sup>9</sup>	UNIT	UNIT COST <sup>10</sup>
	Per diem allowances	Day	
	International flights <sup>11</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[insert place]</i> and Anguilla		
	Drafting, reproductions of Reports		
	Equipment, instruments, materials, supplies, etc		
	Shipment of personal effects	Trip	
	Subcontracts <i>[detail]</i>		
	Local transportation costs (if applicable)		
	Office rent, clerical assistance (if applicable)		
	Training of Government personnel <sup>12</sup>		

<sup>9</sup> Delete items not applicable. Add items as necessary as per Bid Data Sheet/TOR

<sup>10</sup> Indicate both cost and currency

<sup>11</sup> Indicate route of each flight and whether 1-way or 2-way flight

<sup>12</sup> Only use if training is a major component of the assignment and is so defined within the TOR.