

**Government of Anguilla**  
**[Procuring Department/Ministry]**



**REQUEST FOR QUOTATIONS**

**FOR**

**[Procurement Name]**

**[Procurement # \_\_\_\_\_]**

**Issue Date:[ ]**

## **1.0 INTRODUCTION**

The [Department/Ministry] is inviting Quotations for the provision of [state item(s)/works] in accordance with the enclosed documents. The contractor will be responsible for providing a [state item(s)/works] as specified within this request for quotations.

## **2.0 SPECIFICATIONS**

*[insert required specifications]*

Only bidders who submit the following documents will be eligible for award of contract:

- i) a copy of a valid Business Licence in the relevant field;
- ii) a valid copy of a Tax Clearance Certificate from IRD

## **3.0 SCOPE OF WORKS**

You are required to provide the following deliverables:-

*[state what works or provision of goods should entail; for example, if purchasing goods state not only what goods are required but also whether delivery is required; if procuring services, state what aspects should be covered by the provision of required services.]*

## **4.0 LANGUAGE AND CURRENCY**

Quotation must be submitted in English and all amounts must be quoted in EC Dollars (XCD\$). The currency converter if bid amount is payable in USD is \$2.6882.

## **5.0 WORK TO BE COMPLETED**

The services/works described above must be completed on/by/between [date(s)].

## **6.0 CLOSING DATE**

Quotations are to reach the Procurement Committee [via ] no later than 12:00 noon on [Day & Date].

## **7.0 OPENING DATE**

Bids will be opened publicly at 2:00pm on [Day & Date] at [insert location]. Bidders or their representatives are invited to be present.

## **8.0 SUBMISSIONS**

Bid should be submitted in a sealed envelope, labelled 'CONFIDENTIAL', and addressed as follows:-

**PROCUREMENT COMMITTEE**  
**[INSERT NAME OF MINISTRY]**  
**GOVERNMENT OF ANGUILLA**  
**[INSERT BUILDING LOCATION/ADDRESS]**  
**THE VALLEY AI-2640**  
**ANGUILLA B.W.I.**

**Quote For:** *[Procurement Name]*

## **9.0 AWARD**

The Government of Anguilla will not be bound to accept the lowest or any quotation submitted. The Government of Anguilla may cancel this Request for Quotation at any time without liability.

The contract will be awarded to the lowest responsive evaluated bidder.

Bidders will be advised in writing of the status of their bid upon decision of award.

## **10.0 QUESTIONS/CLARIFICATION REQUESTS**

All questions/clarification requests pertaining to this RFQ can be directed in writing to the address below on or before *[insert day, date & time]*:-

**PROCUREMENT COMMITTEE**  
**CHAIRPERSON PROCUREMENT COMMITTEE**  
**[INSERT NAME OF MINISTRY]**  
**GOVERNMENT OF ANGUILLA**  
**[INSERT BUILDING LOCATION/ADDRESS]**  
**THE VALLEY AI-2640**  
**ANGUILLA B.W.I.**

Fax: *[Insert Fax Number]*  
Email: *[Insert Email Address]*

## **11.0 PRICE BREAKDOWN**

Persons are required to complete the attached Quote Form template to itemise material and services being provided. All costs, including delivery costs (if applicable), must be clearly stated within bid.



CONTRACT FOR *[Procurement Name]*

**BETWEEN**  
**[Department]**

**AND** .....

**CONTRACT No** .....

This Contract is made this ..... day of ..... 201.. between *Project Manager* (hereinafter referred to as the Employer) acting through its representative the *[Department]* of the one part and ..... (hereinafter referred to as the Contractor ) of the other part.

The parties hereto agree as follows:

**CONTRACT PRICE**

In consideration of the Contractor having undertaken the works in accordance with the conditions of this Contract and annexes, the Employer undertakes to pay the Contractor the Contract Price of **EC** \_\_\_\_\_ as described in Annex 2 at the times and in the manner prescribed by the Contract.

**OBLIGATIONS OF CONTRACTOR**

- The Contractor shall carry out all works as described in Annex 2 and to the specifications described in Annex 1.
- The Contractor shall provide *[.....]* necessary to carry out the work, unless otherwise stated in this contract.
- The Contractor shall accept any written instructions from the Officer in charge of this contract.

**OBLIGATIONS OF THE EMPLOYER**

- The *[Department]* will have the overall responsibility of the Contract. He/ She shall be represented by the *[Name]* for the day-to-day management of the Contract.
- The Employer will appoint a *[Department]* Officer who will inspect the work performed by the Contractor on a regular basis and who will, if necessary, issue written instructions to the Contractor.
- The Employer shall ensure timely settlement of the Contractor's claim(s) for payment.

**PAYMENTS**

- Payments shall be made in accordance with the Payment Authorisation in Annex 3 and at the rate given in Annex 2.
- Payment shall be certified by the *[Department]* Officer and the Accounting Officer.

**COMMENCEMENT, DURATION AND TERMINATION**

- This Contract shall commence and shall terminate as described in Annex 2 and shall be renewable thereafter by the agreement of the parties.
- If the Contractor shall be guilty of any serious misconduct including persistently failing to work or working behind schedule, any act of dishonesty or any serious breach or non-observance of any

conditions of this agreement or shall fail or refuse to carry out duties assigned to him hereunder, the Employer shall be entitled summarily to terminate his engagement hereunder without any payments in lieu of notice.

**SETTLEMENT OF DISPUTES**

- The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract.
- All disputes or differences whatsoever that shall at any time hereafter, whether during the continuance of this Contract or upon or after its discharge or termination, arise between the parties hereto touching or concerning this Contract or its construction or effects or the rights duties or liabilities of the parties hereto which cannot be settled amicably shall be referred to an ombudsman as per requirements as set out in the Public Procurement and Contracts Administration Act 2012 and the Resolution of the Procurement Board for Regulations to Govern Public Procurement. The decision of the ombudsman shall be final and binding upon both parties.

**INDEMNITY**

- The Contractor shall be solely liable for claims by third parties arising from the Contractor’s own negligent acts or omissions in the course of performing the works as detailed in this Agreement.
- The Contractor further agrees to indemnify the Government of Anguilla against any loss, damage or claims arising against the Government of Anguilla as a result of the actions of the Contractor, its personnel or subcontractors engaged by the Contractor under this Agreement.

**INDEPENDENT CONTRACTOR**

- In the performance of this Agreement, the Contractor is acting solely as an independent contractor and not as an employee of the Government of Anguilla. Nothing in this Agreement shall imply a relationship of agency or of employer and employee.

**OTHER AGREEMENTS**

- A. The Contractor agrees to perform the works as detailed in this Agreement with due care, skill; and
- B. All works shall be carried out to the satisfaction of the officers of the Department of Infrastructure.

**ANNEXES**

It is hereby understood that Annexes to this Contract shall be read together with this Contract and shall form an integral part of it.

In witness whereof the duly authorized representatives of the parties hereto have signed this Contract the day and year first stated above.

.....  
Department

.....  
Contractor

CONTRACT FOR *[Procurement Name]*

## **ANNEX 1**

### **TERMS OF REFERENCE**

Details:

- a) ....
- b) ....
- c) ....

**CONTRACT DATA FOR [Procurement Name]**

**ANNEX 2**

1. This Contract shall commence on \_\_\_\_\_  
and shall terminate on \_\_\_\_\_
2. Works shall be carried out at \_\_\_\_\_
3. The Contract Price for the work to be carried out is defined as follow:

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Total Price</b>

4. The Payment Schedule is as follows:

<b>Payment #</b>	<b>Item</b>	<b>% of Total</b>	<b>Amount (EC)</b>
1			
2			
3			
4			
5			

5. The requirements for carrying out this task are detailed in Annex 1.
6. The [Department] Officer in charge of this contract is .....



**PAYMENT AUTHORISATION**  
**ANNEX 3**

**PAYMENT NUMBER**

**CONTRACT NO.:**

**PROJECT:**

**DEPARTMENT:**

**CONTRACTOR:**

Contract Amount (EC\$)		Payment Number	Payment Amount (EC\$)	Payments to date (EC\$)	Payment Due (EC\$)
Original	Adjusted				
	-				

I certify that the payment is in accordance with the terms of the Contract Agreement and that the amount of \_\_\_\_\_% is due and payable:

.....  
 [Department] Officer

.....  
 Accounting Officer

.....  
 Date