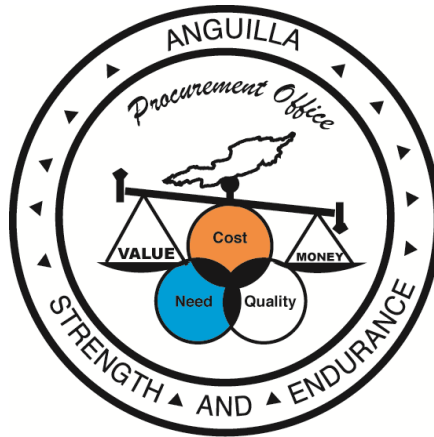


# Government of Anguilla



*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

*PROCUREMENT# [insert procurement number]*

## INVITATION TO BID

Issue Date:[   ]



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**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

## **SCHEDULE A**

### **INSTRUCTION FOR BIDDERS**



## 1. STRUCTURE OF THE BID DOCUMENTS

Bid documents have been structured to allow easy reference. Any questions should be directed in writing to the CHIEF PROCUREMENT OFFICER at Government of Anguilla, The Procurement Office, Ministry of Finance, The Secretariat, The Valley. Email: [Procurement.mailbox@gov.ai](mailto:Procurement.mailbox@gov.ai) Telephone: 264 497 2547, 264 497 2451 (EX 2200)

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

### 1.1 Schedule A -Instruction for Bidders

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

### 1.2 Schedule B -Conditions of Bidding

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

### 1.3 Schedule C -Conditions of Contract

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

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

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

### 1.5 Schedule E -Bid Return Schedules

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

## 2. GENERAL

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

### 2.1 Background

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

### 2.2 Source of Funds

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

### 2.3 Pre-Bid Meeting

The GOA will conduct a PRE-BID MEETING for all bidders at *[time]*, *[Day and Date]*, for the purpose of publicly discussing the bid specifications, contract documents, scope of all services, and any other matters deemed appropriate by the GOA or



prospective bidders. All questions concerning these matters should be addressed at this meeting for the equal benefit and knowledge of all bidders. The GOA will not discuss any of the above matters with individual bidders. The meeting will be held at the *[place of meeting]*.

#### 2.4 Bid Documents

Bid documents may be reviewed at the Procurement Office or they may be obtained for a non-refundable cost of two hundred and fifty dollars (**EC\$250.00**) per set, from The Procurement Office, Ministry of Finance, The Secretariat, The Valley, Anguilla. Email: [Procurement.mailbox@gov.ai](mailto:Procurement.mailbox@gov.ai) Telephone: **264 497 2547, 264 497 2451 (EX 2200)** The non-refundable fee is payable at the Treasury Dept. A copy of the bid document will be available upon receipt shown to the Procurement Office

#### 2.5 Qualifications for Bidding

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

- a) a valid Tax Clearance Certificate;
- b) a valid Business Licence;
- c) a Letter of Good Standing from the Director of Social Security Board obtained within four (4) weeks of the closing date; and
- d) a Letter from a Bank to indicate proof of the ability to finance acquisition of required equipment or resources to perform the services within four (4) weeks of the closing date.

#### 2.6 Bid Closing Date

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

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

Attention: The Chief Procurement Officer  
Procurement Office  
Ministry of Finance  
Government of Anguilla  
The Secretariat  
The Valley  
Anguilla B.W.I.  
**Bid For:** *[Procurement Name]*

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

#### 2.7 Bid Opening

Bids will be opened publicly on **[Day, Date]** at 2:00pm at the Ministry of Finance Conference Room and bidders or their authorized representatives are invited to attend.



Bidders or representatives must sign attendance register before bid opening. The bid opening Process will be in keeping with requirements as set out in the Public Procurement and Contracts Administration Legislation.

### **3. SCOPE OF THE CONTRACT**

#### **3.1 Services arrangements and Service Standards**

This is a contract for the [Procurement] as outlined in Schedule D – Specification of Service. The successful bidders' responsibilities are as set out in Schedule D.

#### **3.2 Additional information for bidders**

Details of the services required are contained within the Specification, and the following additional explanation is provided to assist Bidders with their proposals.

.....

#### **3.3 Contractor's Performance Measures**

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

#### **3.4 Term of the Contract**

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

#### **3.5 Transition to the New Contract**

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

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

(b) .....

#### **3.6 Invitation to Bid**

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

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

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



# **Government of Anguilla**

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

***[Insert Procurement Name]***

## **SCHEDULE B**

### **CONDITIONS OF BIDDING**



## 1. GENERAL

### 1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

### 1.2 Bid Documents

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

- Schedule A - Instructions to Bidders**
- Schedule B – Conditions of Bidding;**
- Schedule C – Conditions of Contract;**
- Schedule D - Specification/Scope of Service;**
- Schedule E – Bid Return Schedules;**

Any addenda issued for this Bid.

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

### 1.3 Addenda

- (a) Addenda may be issued at any time prior to the closing date. Each addendum will be issued to all Bidders and, upon issue, will form part of the Bid Documents.
- (b) Receipt of each addendum must be acknowledged by the Bidder by signing a statement in the Bid Return Schedules.
- (c) Any of the Bid Documents may be amended to reflect the requirements of any addenda.



#### 1.4 Precedence of Documents

To the extent that there is any inconsistency between:

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

#### 1.5 Type of Contract

This is a [*number of years in words (figures)*] year contract with the option of one (1) year extension period at the discretion of GOA.

#### 1.6 Work to be Performed

The Services to be provided are described in **Schedule D** -the Specification/Scope of Service. Bidders should read the Specification 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.

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

#### 1.7 Bidder to be Informed

- a) Bidders shall, prior to submitting their Bid, 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 Bidder fails to make its own enquiries, interpretations, deductions and conclusions when preparing its Bid.
- c) It is the responsibility of Bidders to ensure that they have sufficient and complete information to prepare their Bids. Once bids have been submitted, no claims that information is missing or incomplete will be accepted.
- d) Bidders are expected to be familiar with all regulatory requirements relating to the Services and the elements necessary to perform the Services.

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

- e) Bidders must form their own assessment of the total requirement of materials, plant and all other items 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 Bidders' failure to make their own enquiries, interpretations and conclusions from information contained within the Bid Documents or otherwise.



- g) The Bidder 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.

### **1.8 Enquiries**

Any enquiries regarding the services specified in the Bid Documents should be directed in writing to the Chief Procurement Officer at The Procurement Office, Ministry of Finance, Government of Anguilla, The Secretariat, The Valley, Anguilla (B.W.I.); Email: [Procurement.mailbox@gov.ai](mailto:Procurement.mailbox@gov.ai); Telephone: 1 264 497 2547, 1 264 497 2451 Ext 2200.

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

### **1.9 Discrepancies and Omissions**

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

### **1.10 Withdrawal of Bids**

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

### **1.11 Modifications to Bid Documents**

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

### **1.12 Eligible Bidders**

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

### **1.13 Extension of Time for the Submission of All Bids**

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



issued to all persons or entities which have already paid for and collected the original bid document.

**1.14 Bid**

The Bid will comprise the Bid Return Schedules (Schedule E) duly completed by the Bidder and any other relevant addenda submitted with Bid

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

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

**1.15 Bid Validity Period**

Any Bid shall be an irrevocable offer by the Bidder 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 Bidding.

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

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

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

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

**1.17 Release of Bid Details**

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

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

**1.18 Public Access to Bid Information**

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

**1.19 Cost of Bid Documents**

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



### 1.20 Language of Bid

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

## 2. BID PREPARATION AND LODGEMENT

### 2.1 Conforming Bids

To submit a conforming Bid, the Bidder must:

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

### 2.2 Non-Conforming Bids

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

### 2.3 Bid Lodgement

Bid 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  
The Secretariat  
The Valley  
Anguilla B.W.I.  
**Bid For: [Insert Procurement Name]**

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

### OR

Technical and Financial bids to be contained in separate sealed plain envelopes or packages and marked: “**CONFIDENTIAL**”. The closing date for submission is *[Day and Date]* **at 12.00noon.**

#### **Technical Envelope should be clearly marked:**

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

#### **Financial Envelope should be clearly marked:**



Attn: Chief Procurement Officer  
Procurement Office  
Financial Bid 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  
The Secretariat  
The Valley  
Anguilla B.W.I.  
**Bid For: [Insert Procurement Name]**

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

#### **2.4 Facsimile and Electronic Bids**

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

#### **2.5 Late Bids**

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

#### **2.6 Number of Copies of Bid**

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

#### **2.7 Bid Opening**

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

#### **2.8 Ownership of Bids and Bid Information**

Bids lodged by the Bidder shall become the property of the GOA and unless they are withdrawn in accordance with **Clause 1.10** above will not be returned to the Bidder.



### 3. ACKNOWLEDGMENT BY BIDDER

The Bidder acknowledges that:

- (a) The GOA makes no representations and offers no undertakings in issuing this Bid.
- (b) The GOA is not bound to accept the lowest Bid or required to accept any Bid.
- (c) The GOA may suspend, vary, postpone, terminate or abandon the Bid process.
- (d) The GOA may negotiate with the responsible bidder who submitted the lowest responsive evaluated bid for the purpose of increasing or decreasing the scope or value of the proposed contract.
- (e) The GOA may discontinue negotiations with any Bidder.
- (f) The GOA may require one or more Bidders to supply further information, for the sole purpose of clarifying any aspect of their Bid. Any such Invitation is not an opportunity to amend a Bid submitted.
- (g) The Bid 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 **Clause 1.10 above**.
- (h) The Bid Evaluation Committee and the GOA may undertake “due diligence” checks, including, but limited to, verifying references and/or referees, and undertaking company searches and credit checks.
- (i) The GOA will not be responsible for any costs or expenses incurred by a Bidder arising in any way from the preparation and submission of Bids.
- (j) The GOA accepts no responsibility for a Bidder misunderstanding or failing to respond correctly to this Bid.
- (k) Where information is supplied in Bid Documents regarding historical quantities and activities, this is offered on the basis that such information is believed by the GOA to be complete and correct at the time of its compilation.
- (l) Submission of a Bid shall be deemed as acceptance that the GOA will conduct a Criminal Record Background (CRB) check.
- (m) Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated within the ITB will be met and, unless otherwise specified, the Bidder has read, understood and agreed to all the instructions in the ITB.

Bidders should note that this information may not be representative of the present or future performance. Accordingly the GOA accepts no responsibility for the accuracy of this information or the assumptions that the Bidders may make based on this information.

### 4. ACCEPTANCE OF BID

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

### 5. CONTRACT

The successful Bidder will be required to **execute two (2) copies** of a Formal Instrument of Contract evidencing the parties’ agreement, incorporating the terms of the Contract being Section C – Conditions of Contract, Section D – Specification and



relevant parts of the Bidder's Bid Return Schedules within **fourteen (14)** days of these documents being presented to the Bidder for execution.

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

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

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

## **6. USE OF SUBCONTRACTORS**

Subject to the Evaluation Criteria in **Clause 11** of these Conditions of Bidding the preference is for the Services to be undertaken using resources from the Bidder's organization.

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

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

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

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

## **7. PROBITY OF BID PROCESS**

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



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

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

## 8. PROVISION OF INFORMATION BY BIDDERS

### 8.1 Bid Return Schedules

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

### 8.2 Conflict of Interest

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

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

### 8.3 Information for Evaluation

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

Bidders may submit additional information in support of their Bid 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 Bidder the contents of any information.

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

## 9. TIMING OF BID PROCESS

The proposed timing for the Bidding process is as follows:

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



## 10. CONFIDENTIALITY

### 10.1 Control of Confidential Information

Subject to **Clauses 1.16 and 1.17** the GOA and Bidders must maintain effective systems to protect Confidential Information.

Neither may:

- (a) Use Confidential Information for any purpose other than the performance of that person's obligations under the Contract or in the assessment of a Bid.
- (b) Disclose (and must ensure that its employees or agents do not disclose) Confidential Information to any third party, except in accordance with the procedure set out in this Clause.
- (c) Allow its employees or agents access to Confidential Information without ensuring that those employees or agents are aware of and comply with these systems for the protection of Confidential Information.

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

### 10.2 Information Provided by Bidders

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

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

## 11. EVALUATION CRITERIA

### 11.1 Evaluation Criteria

The GOA has determined that the cost and the performance of the services are of crucial importance to achieve the required outcomes. A bid evaluation process using **FINANCIAL Price (60%)** and Weighted Selection Criteria (**40%**) will be used in the following proportions and linked to **Schedule E – Bid Return Documents TECHNICAL** as indicated below.

| Selection Criteria                      | Weighting/100 | Schedule E – Bid Return Documents |
|---|---------------|-----------------------------------|
| <b>1. Price (100)</b>                   | <b>60</b>     |                                   |
| <b>2. Technical (100)</b>               | <b>40</b>     |                                   |
| Resources                               |               |                                   |
| Methodology                             |               |                                   |
| Past/Relevant experience                |               |                                   |
| Management systems and technical skills |               |                                   |
| <b>TOTAL</b>                            | <b>100</b>    |                                   |



## 11.2 Technical and Final Evaluation Criteria

**Technical Evaluation of Bid** - The areas of scrutiny and the basis of marking for the Technical Evaluation are given below:

| No.          | Technical Evaluation – Areas of Scrutiny | Max Mark   |
|--------------|--|------------|
| 1            | Resources                                | 25         |
| 2            | Methodology                              | 30         |
| 3            | Past / Relevant experience               | 20         |
| 4            | Management systems and technical skills  | 25         |
| <b>Total</b> |  | <b>100</b> |

### Technical Criteria Attributes

| Attribute                           | Definitions to Consider  | Weight     |
|-------------------------------------|--|------------|
| <b>Resources</b>                    | The equipment, including facilities that the bidder proposes to use to deliver the outputs. The bidders' ability to access the financial resources required to deliver the outputs to be purchased.  | <b>25</b>  |
| <b>Methodology</b>                  | The procedures the bidder proposes to use to achieve the specified end result. The bidder should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the methodology of approach to accomplish the project's required outcomes.   | <b>30</b>  |
| <b>Relevant and Past Experience</b> | The bidders' previous experience in areas relevant to the outputs being purchased. The bidders record of delivering works or services to the quality standards required, on time and within budget. Information required should include a list of relevant projects undertaken and for each project provide: description and relevance to the proposed project; role of the bidder; project cost; and duration of project. | <b>20</b>  |
| <b>Management Systems</b>           | The management systems and methods appropriate to the successful management of the project including managing the occupational health and safety hazards inherent with the contract. The availability within the bidders' organisation of personnel with appropriate management skills together with effective management systems and methods appropriate to the successful management of the project.                     | <b>25</b>  |
| <b>Total</b>                        |  | <b>100</b> |

Bids will be evaluated based on the following scoring system. Bids must **Score \_\_%** for the technical criteria to qualify to be evaluated for price. The Financial Bid of the shortlisted Bidders shall be read out and recorded at opening of the Financial Offer.

### Scale and Scoring (Technical)

| Response   | Points      |
|--|-------------|
| Demonstrates exceptional ability to convey exceptional provision of the requirement    | <b>9-10</b> |
| Requirements are fully covered in all material aspects                                 | <b>7-8</b>  |
| Requirements are adequately covered  | <b>5-6</b>  |
| Adequate, with some deficiencies that are not likely to have any adverse effect        | <b>3-4</b>  |
| Barely adequate and would need considerable improvement in this attribute, if selected | <b>1-2</b>  |
| Total non-compliance or inability to convey provision of the requirement = Fail        | <b>0</b>    |

### Financial Evaluation of Bid

The lowest price will receive **100%** of the weighting and progressively higher prices will receive a pro rata price weighting.



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

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

### 11.3 CHECKLIST FOR BIDDERS

Bidders should ensure that their proposals address the following criteria.

These criteria will be used to assess the Bidders proposals but are not necessarily in weighted order:

| Schedule E – Bid Return Section #<br>Form # | Criteria   |
|---|--|
| T1A   | Bid Form – Formal Offer  |
| T1B   | Legal Status   |
| T2  | Addenda  |
| T3  | Conflict of Interest   |
| T4  | Contact Information  |
| T5  | Statement of conformity  |
| T6A, T6B                                    | Insurances, Licences, Certificates and Letters                                 |
| T7,   | Financial capacity   |
| T8,   | Management, Staff and Technical<br>Resources - Vehicles, Plant, Equipment, etc |
| T9  | Subcontractors, if any   |
| T10   | Current Contractual Commitments and previous<br>terminated contracts           |
| T11, T12                                    | Details of previous relevant experience  |
| T13   | Methodology  |
| F14, F15                                    | Bid Price(s)   |
|   | Referee responses (if called for).   |



**Government of Anguilla**

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

***[Insert Procurement Name]***

**SCHEDULE C**

**GENERAL CONDITIONS OF CONTRACT**



# GENERAL CONDITIONS OF CONTRACT

## THIS AGREEMENT

Is made the..... day of  
..... 2014

BETWEEN

.....  
.....

Of

.....  
.....

..... (*Hereinafter  
called "the Employer"*)

And

.....  
.....

Of

.....  
.....

..... (*Hereinafter  
called "the Contractor"*)

## WHEREAS

1<sup>ST</sup> The Employer desires that certain works namely

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

.....  
.....

(*Hereinafter called "the Works"*)

be carried out at

.....  
.....

.....  
..... in accordance with the

- (i) Drawings numbered ..... To ..... inclusive approved by the Land Development Control Committee Application No.....
- (ii) Drawings numbered ..... to ..... inclusive approved by the Building Board.



- (iii) Specifications
- (iv) Schedule of Works / Work Programme
- (v) Bill of Quantities
- (vi) Anguilla Building Code and Building Guidelines
- (vii) Conditions of Contract
- (viii) Contract Data
- (ix) Invitation to Bid
- (x) Instructions to Bidders
- (xi) Contractor's Bid
- (xii) Letter of Acceptance
- (xiii) Addenda Nos.1 to.....

all being annexed to and forming part of this Contract (hereinafter called "*the Contract Documents*")

2<sup>nd</sup> The Contractor has agreed to construct and complete the said Works for the sum of:

.....  
 .....  
 .....  
 .....Eastern Caribbean Currency (*hereinafter called "the Contract Sum"*)

3<sup>rd</sup> The parties have agreed to the Project Manager as named in Appendix A to this Agreement who shall from time to time supervise the construction of the Works to ensure their compliance with the Contract Documents and perform the duties as set out in these Conditions. In the event of his death or ceasing to be Project Manager for the purpose of this contract the employer shall nominate for that purpose not being a person to whom the Contractor shall object for reasons considered to be sufficient by the adjudicator. Provided also that no person subsequently appointed to the Project Manager under the contract shall be entitled to disregard or overrule any certificate or opinion of decision or approval or instruction given or expressed by the Project Manager for the time being.

4<sup>th</sup> The parties have agreed to the joint appointment of the Adjudicator as named in Appendix A to this Agreement who shall from time to time resolve any dispute or difference between the parties and perform the duties as set out in these Conditions.



**NOW IT IS HEREBY AGREED as follows**

#### **CONTRACTOR'S GENERAL OBLIGATIONS**

In consideration of the payments to be made by the Employer to the Contractor under this Agreement, the Contractor shall:

1. Subject to the Conditions hereinafter stated, construct and complete the works in accordance with the Contract Documents.
2. Provide all necessary materials, plant, labour and skills for the proper construction and completion of the works to the reasonable satisfaction of the Projects Manager.
3. The Contractor shall remain responsible for lost or damage to any unfixed materials and goods delivered to, placed on or adjacent to the works and intended for use on the works and shall not remove any of the above, except for use upon the works unless the Project Manager has consented to such removal.
4. Be responsible for and shall, entirely at his own cost and within a reasonable time, amend any errors arising from his own setting out of the works or misinterpretation of the Contract Documents.
5. Make good at his own expense any defects, shrinkage, and any other faults which may appear six months from the completion of the works arising in the opinion of the Project Manager from workmanship not in accordance with the contract.
6. Comply with, make all applications required by and give all notices required by any statute, any statutory instrument, rule or order or any regulation or byelaw applicable to the Works and shall pay all fees and charges in respect of the Works legally recoverable from the Contractor and such fees or charges shall be deemed to be included in the Contract Sum.



## **PROJECT MANAGER'S INSTRUCTIONS**

The Project Manager may:

7. Issue written instructions or oral instructions, provided such oral instructions are confirmed in writing by the Employer's representative within seven (7) days of the issue of the oral instructions. The Contractor shall comply with all such written or oral instructions.
8. Without invalidating the Contract, instruct an addition to, omission from or other change in the Works. Any such instruction shall be valued by the Contractor who shall submit the value of such change in the Works to the Employer for agreement in writing.
9. Issue instructions requiring the Contractor to open up for inspection any work covered up or of any executed work.
10. Issue instructions in regard to the removal from the site of any a work, materials or goods which are not in accordance with this Contract.

## **SUPERVISION OF THE WORKS BY THE CONTRACTOR**

The Contractor shall at all reasonable times keep upon the Works a competent person in charge of the Works as named in Appendix A to this Agreement. Any instructions given to him/her by the Project Manager shall be deemed to have been issued to the Contractor. The Contractor shall notify the Projects Manager in writing if the named person in charge is being replaced.

## **SUBCONTRACTING OF THE WORKS**

11. The Contractor shall not subcontract the Works or any part thereof without the written consent of the Employer which consent shall not be unreasonably withheld.



## **POSSESSION, COMMENCEMENT AND COMPLETION OF THE WORKS**

12. The Contractor shall take possession of the site on the date of possession stated in Appendix A to this Agreement.
13. The Contractor shall commence the Works on the date of commencement stated in Appendix A to this Agreement and shall regularly and diligently proceed with the Works in a good and workmanlike manner and shall complete the Works on or before the date of completion stated in Appendix A to this agreement to the reasonable satisfaction of the Employer's Representative.
14. The Project Manager shall make and allow, if requested by the Contractor in writing, fair and reasonable extensions of time to complete the Works if delays are caused by circumstances not under the Contractor's control.
15. If the Contractor shall fail or neglect to complete the works on or before the date of completion as stated in Appendix A hereto or any extension of time given by the Project Manager the Contractor hereby agrees to pay or allow to the Employer as and by way of liquidated damages and not by way of penalty at the value per week stated in Appendix A to this agreement for every week or part of a week during which the completion shall remain uncompleted.
16. The Project Manger shall certify the date when, in his opinion, the Works have been practically completed.
17. The Project Manager and the Contractor shall jointly inspect the works at the expiry of six (6) months from the date of practical completion certified under Clause 16 hereof and the Employer's Representative shall identify and confirm in writing any defects which the Contractor shall make good within a reasonable time and at the Contractor's own expense.



## **PAYMENT AND RETENTION**

18. The Project Manager shall certify the date when, in his opinion, each of the stages for payment has been completed. The Employer shall pay the Contractor the Contract Sum or such other sum as shall become payable hereunder at two week intervals. The Employer shall withhold retention as specified in Appendix B to this Agreement from each payment and such retention shall be released in accordance with Clause 19 thereof.
19. On certification of practical completion the Employer shall release one half of all retention monies held. The Project Manager shall certify the date when the Contractor's obligations under Clause 14 hereof have been discharged and the Employer shall release the other half of all retention monies held.

## **VARIATIONS**

20. The Employer and Contractor agree that no variation shall vitiate the contract but all variations authorized by the Project Manager shall be measured and valued at the rates in the Bill of Quantities. The amount to be allowed on either side in respect of the variations so ascertained shall be added to or deducted from the contract sum as the case may be.

## **INJURY, DAMAGE AND INSURANCE**

21. The Contractor shall be liable for, and shall indemnify the Employer against, and shall insure against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works due to any act or neglect of the Employer.
22. The Contractor shall be liable for, and shall indemnify the employer against, and shall insure against any expense, liability, loss, or proceedings in respect of any damage whatsoever to any real or personal property to the amount stated in Appendix A to this Agreement for any one occurrence insofar as such damage arises out of or in the course of or is caused by the carrying out of the Works unless due to act or neglect of the Employer.
23. The employer shall be responsible for insurance of the Works in progress and the Contractor shall not be liable for any loss or damage to the Works in progress arising from any events outside of the Contractor's control. The Contractor shall be liable for any loss or damage to the Works in progress arising from any events caused by the Contractor's negligence.

## **TERMINATION**



24. If the Contractor shall without reasonable cause wholly suspend the carrying out of the works or fail to proceed regularly and diligently with the said works then the Project Manager shall give the Contractor written notice to remedy the default and if such default continues for a period of seven (7) days thereafter the Employer may terminate the employment of the Contractor by written notice.
25. If the Employer fails to pay the Contractor any of the amounts properly due within seven (7) days of the date certified under Clause 19 or Clause 20 hereof then the Contractor shall give the Employer written notice to remedy the default and if such payment is not received by the Contractor within seven (7) days thereafter then the Contractor may terminate his employment by written notice.
26. In the event of termination of the Works by reason of frustration or non-performance of the Contract, the Contractor shall submit to the Project Manager a valuation of the works completed for agreement. If no agreement can be reached within fourteen (14) days of the Contractor's submission either party shall refer the matter to the Adjudicator for settlement.
27. Any sums payable to the Contractor under Clause 22 hereof arising out of termination in accordance with Clause 25 hereof shall be paid at the completion of the works or within six (6) months after the termination whichever period is the shorter. Any sums payable to the Contractor in accordance with Clause 27 hereof arising out of termination in accordance with Clause 26 hereof shall be paid to the Contractor within seven (7) days of the ascertainment of the amounts due.
28. Any sums due to the Employer under Clause 27 hereof arising out of termination in accordance with Clause 20 hereof shall be paid to the Employer within seven (7) days of the ascertainment of the amounts due. Any sums payable to the Employer in accordance with Clause 27 hereof arising out of termination in accordance with Clause 26 hereof shall be paid to Employer within six (6) months after the termination.

## **SETTLEMENT OF DISPUTES**

29. If any dispute or difference of any kind whatsoever shall arise between the Employer or the Project Manager and the Contractor, at any time after execution of this Contract, arising out of or in connection with this Agreement or the construction of the Works, then such dispute or difference shall be referred in writing, by either party, to and be settled by the Adjudicator. The Adjudicator shall within a period of fourteen (14) days after being requested to settle any dispute or difference by either party give written notice of his decision to the Contractor, the Employer and the Project Manager and the decision shall be accepted by both parties.



30. In giving a decision under Clause 8, Clause 27 or Clause 30 thereof, the Adjustor shall be deemed to be acting as an expert and his decision shall be final and binding upon the parties, unless either party shall, within fourteen (14) days of the Adjudicator's decision, notify the other of dissatisfaction with the decision shall be accepted by 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 diligence.
- 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.

AS WITNESS the hands of the parties hereto.

Signed for and on behalf of the Employer  
Contractor

Signed for and on behalf of the

.....

.....

In the presence of

In the presence of

.....

.....



## APPENDIX A

|   |                                |       |
|---|--------------------------------|-------|
| 1 | Project Manager                | ..... |
|   | <i>(Third Recital)</i><br>of   | ..... |
| 2 | Adjudicator:                   | ..... |
|   | <i>(Fourth Recital)</i><br>of  | ..... |
| 3 | Person in Charge Works:        | ..... |
|   | <i>(Clause 11)</i>             |       |
| 4 | Date of Possession of Site:    | ..... |
|   | <i>(Clause 13)</i>             |       |
| 5 | Date of Commencement of Works: | ..... |
|   | <i>(Clause 14)</i>             |       |
| 6 | Date of Completion of Works:   | ..... |
|   | <i>(Clause 14)</i>             |       |
| 7 | Liquidated Damages per week:   | ..... |
|   | <i>(Clause 16)</i>             |       |
| 8 | Retention Percentage:          | ..... |
|   | <i>(Clause 19)</i>             |       |
| 9 | Value of Insurance:            | ..... |
|   | <i>(Clause 22)</i>             |       |



**Government of Anguilla**

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

***[Insert Procurement Name]***

**SCHEDULE D**

**SPECIFICATIONS/SCOPE**



## **SPECIFICATIONS/SCOPE OF WORKS**



**Government of Anguilla**

*[Insert Procuring Entity's Name]*

*[Insert Procurement Name]*

**SCHEDULE E**

**BID RETURN SCHEDULES**



**Government of Anguilla**

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

***[Insert Procurement Name]***

**SCHEDULE E**

**TECHNICAL BID RETURN FORMS**



## Form T1: **BID FORM – FORMAL OFFER**

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

All Bidders are required to complete the following table:

\* Include details of both the trust and its trustee

| Legal Structure | Name | Business No. |
|-----------------|------|--------------|
| Company         |      |              |
| Trust*          |      |              |
| Individual      |      |              |
| Partnership     |      |              |

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

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

The Bidder warrants and represents that:

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



Form T2: **ADDENDA TO BID DOCUMENTS**

Bidder to sign for any Addenda issued during the Bid period in confirmation of their receipt.

Bidder confirms the following Addenda have been received:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)

Signature ..... Date .....

Form T3: **CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

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

Form T4: **CONTACT PERSON FOR ENQUIRIES ABOUT THIS BID**

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



Form T5: **STATEMENT OF CONFORMITY**

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

**Does the Bid conform?** Yes ☐ No ☐

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

**AREA OF NON-CONFORMITY AND REASON:**[illegible]



Form T6-A: **INSURANCES, LICENCES, CERTIFICATES, and LETTERS**

Bidder to provide details of insurance currently held, and any insurance currently held by any proposed subcontractor which would be extended to provide cover for work under the Contract.

| INSURANCE TYPE          | POLICY NUMBER | EXPIRY DATE | INSURER'S NAME |
|-------------------------|---------------|-------------|----------------|
| VEHICLE/PLANT/EQUIPMENT |               |             |                |
|                         |               |             |                |
|                         |               |             |                |

Form T6-B: **LICENCES**

Bidder to provide details of licences currently held, and licences currently held by any proposed subcontractor which would be extended to provide cover for work under the Contract, including business licence and vehicle registration. Additionally, a copy of vehicle registration and insurance policy must be submitted as proof of ownership of the equipment needed to carry out the job.

| LICENCE NAME | REFERENCE NO. | ACTIVITIES COVERED | EXPIRY DATE | ISSUER |
|--------------|---------------|--------------------|-------------|--------|
|              |               |                    |             |        |
|              |               |                    |             |        |
|              |               |                    |             |        |
|              |               |                    |             |        |
|              |               |                    |             |        |
|              |               |                    |             |        |

(Attach Certificates or other verification of the above insurances and licences)



Form T7: **TAX CLEARANCE CERTIFICATE AND LETTER OF GOOD STANDING**

Please confirm that a valid tax clearance certificate is enclosed.

Yes ☐ No ☐ If no, explain .....

Please confirm that a Certificate or Letter of Good Standing from the Director of the Social Security Board is enclosed.

Yes ☐ No ☐ If no, explain .....



Form T8: **MANAGEMENT, STAFF, AND TECHNICAL RESOURCES**

Provide a management organization chart plus indicate below key personnel who will have prime responsibility and accountability for the performance of the contract. The table below should be duplicated as necessary and should include both management and the technical resources (technical personnel, maintenance and engineering staff, etc as applicable) proposed to be used to perform the contract.

[illegible]



Form T9: **SUBCONTRACTOR**

The names of any subcontractors (including consultants and sub-consultants, plumbers, electricians, tilers, masons) proposed to be engaged for the contract.

Note:

- 1) Written approval of all subcontractors is required before commencement of the contract;
- 2) The nomination of alternatives is acceptable;
- 3) The Contractor shall be required to provide evidence that the subcontractors are registered and/or licensed (as required by law) in the work which is to be subcontracted and have the relevant insurance policies.

| NAME AND ADDRESS OF SUBCONTRACTOR | DESCRIPTION OF WORK PROPOSED FOR SUBCONTRACTING | ESTIMATED % OF WORK TO BE COMPLETED (E.g 15%, 40%, etc) |
|-----------------------------------|---|---|
|                                   |   |   |
|                                   |   |   |
|                                   |   |   |
|                                   |   |   |

Form T10: **CURRENT CONTRACTUAL COMMITMENTS**

Bidders are required to provide details on current Contractual Arrangements to indicate breadth of work commitments (*include additional sheet(s) as necessary*).

| CLIENT NAME<br>(company/organization name) | CLIENT CONTACT<br>(name of contact person,<br>address, telephone #,<br>email address) | CONTRACT DESCRIPTION<br>(type of work undertaken) | CONTRACT DURATION<br>(commencement and<br>completion dates) | TOTAL CONTRACT<br>VALUE (EC\$) |
|--|---|---|---|--------------------------------|
|  |   |   |   |                                |



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|  |  |  |  |  |

Form T11: **PROJECTS OR SERVICES TERMINATED FOR REASONS OTHER THAN CONTRACT EXPIRY**

If the Bidder has had a contract terminated, or has terminated a contract, or refused to complete contracted work(s) in the last five years, please provide brief details for each case (*include additional sheet(s) as necessary*).

.....

.....

.....

.....

.....

Form T12: **RELEVANT EXPERIENCE**

Describe the organization's experience in projects of a similar nature to the contract that have been COMPLETED in the last five (5) years.

Note: GoA reserves the right to make its own independent enquiries.

| <b>CLIENT NAME</b><br>(company/organization name) | <b>CLIENT CONTACT</b><br>(name of contact person,<br>address, telephone #,<br>email address) | <b>CONTRACT DESCRIPTION</b><br>(type of work undertaken) | <b>CONTRACT DURATION</b><br>(commencement and<br>completion dates) | <b>TOTAL CONTRACT VALUE (EC\$)</b> |
|---|--|--|--|------------------------------------|
|   |  |  |  |                                    |



|  |  |  |  |  |
|--|--|--|--|--|
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|  |  |  |  |  |



Form T13: **METHODOLOGY**

The Bidder shall provide a methodology statement which should broadly explain their overall approach to the CONTRACT (use additional page(s) as necessary). To achieve the tasks the bidder shall indicate how they intend to schedule the basic services with regards to the allocation of equipment and resources to achieve the desired objective of the CONTRACT.

[illegible]



**Government of Anguilla**

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

***[Insert Procurement Name]***

**SCHEDULE E**

**FINANCIAL BID RETURN FORMS**



Form F14: **BID PRICES**

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

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

1. We propose to [*provide the GOODS/carry out the WORK*] more specifically described elsewhere in the Bid Document for the CONTRACT Price calculated in accordance with the method described under **Clause 5** herein.
2. We confirm that this Bid will be held firm and free of any adjustments whatsoever and open for acceptance for a period of [*insert bid validity period*] days from the Closing Date of Bids.
3. Our Bid is based upon and incorporates all those contract terms referred to in the Bid Documents.
4. We agree that until a formal agreement is executed by both parties, this Bid together with your acceptance of it shall be considered a binding agreement between us.
5. The Sum Bid calculated on the basis of the specifications, quantities, Unit Rates and Prices included under the Schedule of Prices contained under cover of these Bid Documents is EC\$.....

Signature: .....

Dated: .....

Name: .....

Position Held: .....

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

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

.....  
.....  
.....  
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***\*\*(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)***



Form F15: **PRICE AND BREAKDOWN**

The Bidder shall complete the following table detailing the overall contract price (all components should be included).

*[insert bidding form(s)]*