

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

Government of Anguilla



[insert Ministry/Department]

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

REQUEST FOR PROPOSALS

Issue Date:[]

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

Letter of Invitation

Dear Sir/Madam:

The Government of Anguilla, through its *[insert Ministry/Department]* 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 Ministry/Department]* now invites proposals to provide all the staffing and equipment required to perform the services described in this proposal for *[insert relevant information]*. More details on the required *[works/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 legislation. The RFP includes the following documents:

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

Yours sincerely,

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

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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 Proposers shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., you may add new reference paragraphs or delete those that are not applicable)]

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.

“Proposer” 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.

“Bid Data Sheet” (BDS) means such part of this Bid Document used to reflect specific assignment conditions.

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

“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 Proposer pursuant to the Contract.

“Sub-Consultant” means any person or entity to whom the Proposer 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 Proposer, 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

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envelope should be placed in a single larger envelope addressed as per the proposal data sheet.

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, the Procurement Office, Ministry of Finance, Old NBA Building, The Valley. Email: 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 Proposers**

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 Proposer, 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).

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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.
- (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 through the Procuring Entity specified in the BDS has committed funds towards the costs of the services named in the BDS and intends to apply the funds to eligible payments under the contract for which these Proposal Documents are issued.

3.2 Cost of Proposal Document

Proposal documents may be reviewed at, or may be obtained for a non-refundable fee from, the Procurement Office. The non-refundable fee is payable at the Treasury Department. A copy of the proposal document will be available upon presentation of your receipt at the Procurement Office.

3.3 Request for Proposals

The Procuring Entity named in the Proposal Data Sheet invites qualified persons or corporations to submit proposals to provide the Services named and described in the Proposal Data Sheet and 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.

3.4 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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3.5 Proposer to be Informed

- a) A firm or person that has provided consulting services for the preparation – design, specifications or other documents - or the supervision of services, and any of its affiliates shall not be eligible to proposal.
- b) 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.
- c) **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.
- d) It is the responsibility of Proposers to ensure that they have sufficient and complete information to prepare their Proposals. Proposers, at the proposer’s own responsibility and risk, the site of the required services and its surroundings. Proposers are encouraged to attend any pre-proposal or site meetings. Once Proposals have been submitted, no claims that information is missing or incomplete will be accepted.
- e) 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.
- f) 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.
- g) 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.
- h) 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 Enquiries

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

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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, Old NBA Building, The Valley, Anguilla (B.W.I.); Email: 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.

3.7 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's procurement website procurement.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.

3.8 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.

3.9 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.

3.10 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.

3.11 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

- (i) 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.
- (ii) To qualify for the contract, proposers will need to ensure that they meet minimum qualifying criteria including the following:
 - a) Experience as the main contractor in the provision of at least two service contracts over the last three (3) years which were equivalent in nature and complexity to the services indicated in the BDS. Compliance with this requires that the services contracts listed should be at least 75% completed.
 - b) Provide proposals for the timely acquisition (own, lease, hire, etc) of the requisite equipment listed in the BDS.
 - c) Provision of a contract manager with at least five (5) years' experience in services of an equivalent nature and volume, including no less than three years serving as Manager.
 - d) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be allowed for under the contract, of the amount specified in the BDS

4.4 Proposer Qualification

- (i) In the event that prequalification of potential proposers has been undertaken as per the BDS, only proposals submitted by pre-qualified proposers shall be considered for award of contract, In cases of pre-qualification clauses 4.4(ii) to 4.4(iv) shall not be applicable.

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Qualified proposers should submit with their proposals any information updating their original pre-qualification application, or should confirm within their proposals that the information submitted during the pre-qualification process remains the same. This information should be provided with the return schedules in Schedule E.

- (ii) If there has been no pre-qualification of proposers for this procurement, all proposers must include the following documents and information with their proposals unless the BDS states differently:
- (a) Copies of an original Business Licence or documents defining the proposer's constitution or legal status, place of registration and principle place of business;
 - (b) If the signatory of the proposal is not the owner of the company, written power of attorney of the signatory of the proposal to commit the proposer;
 - (c) A copy of a valid Tax Clearance Certificate
 - (d) A copy of a Letter of Good Standing from the Director of Social Security Board obtained within four (4) weeks of the proposal close date;
 - (e) Evidence financial ability to provide working capital for this contract – such as access to lines of credit and availability of other financial resources; this may take the form of 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 proposal close date.
 - (f) Experience in provision of services of a similar nature and size in the past five years, with references for contact for further information.
 - (g) Details of current contractual commitments, with references for contact for further information.
 - (h) List of major items of equipment proposed to carry out the contract;
 - (i) Qualifications and experience of key site management and technical personnel proposed for the successful completion of the contract;
 - (j) Reports on the financial standing of the proposer, such as profit and loss statements and auditor's reports for the past three years;
 - (k) Evidence financial ability to provide working capital for this contract – for example, access to lines of credit and availability of other financial resources);
 - (l) Document authorizing the GoA to seek references from the Proposer's banker(s);
 - (m) Information regarding litigation involving the proposer, current or during the last five years, including the parties involved and the amounts disputed;
 - (n) Subcontracting information for components in excess of 10% of the proposed contract price.

Forms for the inclusion of the above-listed information may be included in Schedule E – Proposal Return Schedule.

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- (iii) Proposal submitted by a joint venture shall comply with the requirements below, unless otherwise specified in the BDS:
 - (a) The proposal shall include all the information detailed in 4.4(ii) above for each partner of the joint venture;
 - (b) The proposal shall be signed as legally binding on all partners;
 - (c) The proposal shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful proposal shall be signed by all partners and submitted with the proposal, together with a copy of the proposed agreement;
 - (d) One of the partners shall be nominated

4.5 Language of Proposal

The Proposal, as well as any correspondence or documents submitted with the Proposal shall be written in English and all prices should be quoted in the currency indicated in the BDS. When supporting documents or printed literature are submitted by the Proposer in a language other than English the documents must be accompanied by an accurate translation in English and the translation shall govern.

4.6 Proposal Receipt and Submission

The Proposers are invited to submit one (1) Proposal only (a Technical Proposal and a Financial Proposal - or a Technical Proposal only, as specified within the Data Sheet) for the services required within the Proposal Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Proposer.

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

If a Proposer submits or participates in more than one proposal, all proposals submitted by that Proposer shall be disqualified. However, this does not limit the participation of the same Sub-Contractor, including individual experts, to more than one proposal.

Proposer bidding on this contract as well as other contracts stated in this Request for Proposals to form a package will indicate this in their proposal along with any discounts offered for the award of multiple contracts.

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

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4.7 Withdrawal of Proposals

A proposer can withdraw a Proposal before the submission date by sending written notice of withdrawal to the Procurement Office. The withdrawal must be made as per the instructions within the Proposal Data Sheet.

4.8 Modifications to Proposal Documents

A proposer may change or modify a Proposal by submitting to the Chief Procurement Officer, at any time before the submission deadline, a written Notice of Modification which details the changes made. The modification must be made as per the instructions within the Proposal Data Sheet.

4.9 Facsimile and Electronic Proposals

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

4.10 Late Proposals

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

4.11 Number of Copies of Proposal

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

4.12 Proposal Opening

Proposals will be opened publicly and the place and time indicated within the Proposal 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.

4.13 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 proposal validity period stated within this proposal document.

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- (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.
- (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 proposal 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.

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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 the winning Proposer (the contractor), in accordance with the award procedures specified within the Proposal Data Sheet.

The successful Proposer will be notified in writing of the acceptance of its Proposal. Unsuccessful Proposers will be informed of the outcome of the Proposal process upon completion of the contract negotiation with the successful Proposer. Award information will be published on the Government website (www.gov.ai) in accordance with the Public Procurement and Contracts Administration legislation.

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.

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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.

Proposers shall be required to provide a statement that there is no direct nor indirect association between the Proposer (including all members of a joint venture and subcontractors) and any other person or entity that has provided the design, specifications, or other project documentation and that no such Proposer or entity is being proposed as a project manager for the contract.

10.0 PROVISION OF INFORMATION BY PROPOSERS

11.1 Proposal Return Schedules

Proposers are required to complete the Proposal Return Schedules and submit these as part of their Proposal. The Proposer may need to provide additional information or documents in order to comply with requirements stated within the ToR and/or BDS.

The Proposer 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.

11.2 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

Proposers must inform the GOA of any circumstances or relationships which will constitute an actual or potential conflict that impacts, or may reasonably be 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 Proposer 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 Proposers should not contact the Government of Anguilla on any matter related to its Technical and/or Financial proposal(s). Any effort by Proposers 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 Proposers' Proposal.

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 and Terms of Reference. Each responsive Proposal will be given a technical score (St).

12.3 Evaluation of Financial Proposals

Following the Technical Evaluation the Financial Evaluation will be exercised based on the selection process indicated in the Proposal Data Sheet.

12.4 Award of Contract

After receipt of the Evaluation Report, the Procurement Board may award the Contract to the selected Proposer. The outcome of the bid process will be published on the Government procurement website (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.

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

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Proposers who submitted the Proposals or to persons outside of the Evaluation Committee, Procurement Committee, Procurement Board and Procurement Office, until the publication of the award of Contract.

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.

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- (c) Allow its employees or agents access to Confidential Information without ensuring that those employees or agents are aware of and comply with these systems for the protection of Confidential Information.

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

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 Proposers;
- (c) Necessary for the evaluation of this Proposal.

13.3 Proposal Validity

- (a) 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.
- (b) The Proposal Data Sheet shall specify how many calendar days after the specified Closing Date that the Proposer's Proposal must remain valid and thus open for GoA's acceptance.
- (c) During this period, Proposers 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. In exceptional circumstances, however, the Government of Anguilla may make a written request to the Proposers to extend the validity period of their proposals. Proposers who agree to such extension shall confirm that they have not otherwise modified the proposal.
- (d) A proposer may refuse to extend the proposal validity period without forfeiting the proposal security. A proposer agreeing to the request will not be required or permitted to otherwise modify the submitted proposal.

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13.4 Proposal Security

- (i) The Proposer shall provide, as part of the Proposal, a Proposal Security, if specified within the BDS.

The Proposal Security shall be in the amount specified in the BDS and in the currency requested therein and shall:

- a) Be in the form of either a letter of credit, a bank guarantee from a banking institution, or a bond issued by a surety;
 - b) Be issued by a reputable institution;
 - c) Must be in accordance with the form(s) approved by the GoA prior to proposal submission;
 - d) Be payable promptly upon written demand by the GoA in case the conditions listed in this RFP is invoked;
 - e) Be submitted in its original form. Copies will not be accepted
- (ii) Failure to provide a Proposal Security if required in the BDS will result the rejection of the submitted proposal as it shall be deemed unresponsive.
- (iii) The Proposal Security of an unsuccessful proposer shall be returned as promptly as possible upon the successful Proposer's furnishing of the Performance Security pursuant to clause 13.6.
- (iv) The Proposal Security may be forfeited:
- a) If a proposer withdraws its proposal during the period of the proposal validity specified by the Proposer on the Proposal Submission Form(s), with the exception of the provision under clause 13.3(d); or
 - b) If the successful proposer fails to:
 - a. Sign the Contract in accordance with the ITB claused .
 - b. Furnish a performance security in accordance with ITB Claused
- (v) The Proposal Security of a Joint Venture (JV) must be in the name of the JV that submits the proposal. If the JV has not been legally instituted at the time of bidding, the Proposal Security or Proposal-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the Joint Venture.

13.5 Alternative Proposals by Proposer

- (i) Unless otherwise indicated in the BDS, alternative proposals shall not be considered for award.
- (ii) When alternative times for completion are invited, the BDS will include a statement indicating acceptance of alternative times and the method of evaluating alternative times proposed for completion of services.
- (iii) Except as provided under clause 13.5(iv) below, proposers wishing to offer technical alternatives to the requirement of the bidding documents must first submit a Proposal that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Proposal, the Proposer shall

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provide all necessary information to enable a complete evaluation of the alternative proposed, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Proposer conforming to the basic technical requirements shall be considered for award. Alternatives to the specified performance levels shall not be accepted.

- (iv) When the BDS provides for Proposers to submit alternative technical solutions for specified parts of the services, those parts also must be described in the Specifications (or Terms of Reference) and Drawings under Schedule D. In such cases, the method for evaluating these alternatives shall also be as indicated in the BDS.

13.6 Performance Security

- (i) Within 21 days of receipt of the letter from the Procurement Board indicating contract award, the successful Proposer shall deliver to the Procurement Office a Performance Security in the amount and the form (Bank Guarantee and/or Performance Bond) stipulated within the BDS, denominated in the type and in the proportions of currencies in the letter of award and in accordance with the General Conditions of Contract.
- (ii) If the Performance Security is provided by the successful Proposer in the form of a Bank Guarantee, it shall be issued either (a) at the Proposer's option, by a bank located in Anguilla or a foreign bank through a correspondent bank located in Anguilla, or (b) with the agreement of the Procuring Entity directly by a foreign bank acceptable to the Government of Anguilla.
- (iii) If the Performance Security is to be provided by the successful Proposer in the form of a Bond, it shall be issued by a surety which the Proposer has determined to be acceptable to the Government of Anguilla.
- (iv) Failure of the successful Proposer to comply with the requirements of this clause (13.6) shall be considered sufficient grounds for the cancellation of the award and forfeiture of the Proposal Security.

13.7 Advance Payment and Security

The Government of Anguilla will provide an Advance Payment on the Contract Price as stipulated within the Conditions of Contract, subject to the amount stated in the BDS.

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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	
3.1	Procuring Entity: _____
3.1	Procurement Name: _____ Procurement Number: _____
3.3	The Project is for the: _____ _____ _____
3.2	Proposal documents may be obtained for a non-refundable cost of: _____.
4.4	- Prequalification { <i>has/has not</i> } been undertaken.
3.4	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: - Venue _____ - Date _____ - Time _____
4.4	A Proposer may be a natural person, private company, government-owned company or partnership. A proposal submitted without the below-listed documents is considered incomplete and will fail to qualify as a responsive proposal during the evaluation process thereby rendering the proposal ineligible for consideration for further evaluation or award of contract: (i) Copies of an original Business Licence or documents defining the proposer’s constitution or legal status, place of registration and principle _____ place _____ of _____ business (ii) If the signatory of the proposal is not the owner of the company, written power of attorney of the signatory of the proposal to commit the proposer; _____

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	<ul style="list-style-type: none"> (iii) A copy of a valid Tax Clearance Certificate _____ (iv) A copy of a Letter of Good Standing from the Director of Social Security Board obtained within four (4) weeks of the proposal close date _____ (v) Profit and Loss Statement and Auditor’s Report required for the past _____() years _____ (vi) Proposers must evidence liquid assets and/or credit facilities totalling no less than US/EC\$ _____ (vii) Proposer must demonstrate evidence that it has executed at least _____ () contracts executed during the last _____ () years _____ (viii) Details of current contractual commitments, with at least ___references for contact for further information _____ (ix) The essential items required of the proposer in order to successfully out the contract includes: _____ (x) Qualifications and experience of key site management and technical personnel proposed for the successful completion of the contract _____ (xi) Reports on the financial standing of the proposer, such as profit and loss statements and auditor’s reports for the past ____ years _____ (xii) Document authorizing the GoA to seek references from the Proposer’s banker(s) _____ (xiii) Information regarding litigation involving the proposer, current or during the last five years, including the parties involved and the amounts _____ disputed (xiv) Experience of subcontractor(s) for components in excess of 10% of the proposed contract price _____ <p>Overseas proposers are not expected to submit Tax Clearance Certificates or Letters of Good Standing from the Social Security Board at the time of submission. However, prior to signing of the contract, any such proposer will be required to submit a valid Tax Clearance Certificate.</p>
<p>4.5</p>	<p>Each proposer may submit only ONE proposal.</p>
<p>3.6</p>	<p>Enquiries/clarifications must be submitted in writing on or before <i>[insert relevant date]</i>. The final date for responses to proposer’s clarification requests is <i>[insert relevant date]</i>.</p> <p>The address for requesting clarifications is:</p> <p style="text-align: center;">Chief Procurement Officer</p>

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -
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	<p>Procurement Office Ministry of Finance Old NBA Building The Valley, Anguilla AI-2640 B.W.I. E-mail: Procurement.Mailbox@gov.ai</p>
4.5	<p>Proposals shall be submitted in English and all prices should be quoted in: <u>United States Dollars (USD)/Eastern Caribbean Dollars (XCD)</u></p>
4.6	<p>Technical and Financial Proposals to be submitted at the same time: Yes ____ No ____</p>
4.6	<p>Proposals must be submitted no later than <i>[insert day, date, time]</i>. The Proposal submission address is: 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: Procurement.Mailbox@gov.ai</p>
	<p>Local Inputs shall be quoted in Eastern Caribbean Dollars (EC\$)</p>
4.6	<p><i>[Select one of the following two submission methods]</i> 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: <i>[insert procurement name]</i></p> <p style="text-align: center;"><u>OR</u></p> <p>Technical and Financial proposals to be contained in separate sealed plain envelopes or packages and marked: “CONFIDENTIAL”. The closing date for submission is <i>[Day and Date]</i> at 12.00noon.</p>

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -
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	<p>Technical Envelope should be clearly marked: Attn: Chief Procurement Officer Procurement Office Technical Proposal for the _____</p> <p>Financial Envelope should be clearly marked: Attn: Chief Procurement Officer Procurement Office Financial Proposal for the _____</p> <p>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 The Valley Anguilla B.W.I. Proposal For: [Insert Procurement Name]</p> <p>Proposals should be submitted prior to 12:00 noon “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 lodged at the Procurement Office.</p>
4.10	<p>Proposals should be submitted prior to 12:00 noon “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>
4.11	<p>Proposer must submit one (1) original and <i>three (3)</i> 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>
4.12	<p>Proposals will be opened publicly on <i>[insert day, date, time]</i> at <i>Ministry of Finance Conference Room</i>.</p>
4.8	<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 “Confidential”.</p>
4.7	<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 “Confidential”. No</p>

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

	Proposal shall be withdrawn by the proposer after the proposal due date.
13.3	<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 Validity Period shall be for a period of <i>[Insert number: normally between 60 and 120 days]</i> calendar days from the Closing Date; that is, until <i>[Insert applicable date]</i></p>
13.4	<p>The proposer shall/shall not provide proposal security.</p> <p>If yes, the proposer shall provide proposal security in the amount of _____</p>
13.5	Alternative Proposals will/will not be accepted.
13.5	<p>Alternative technical solutions will not be permitted for the following parts of the Services: N/A</p> <p>If alternative technical solutions are permitted, the evaluation method for the evaluation method shall be _____</p> <p>Alternative times for completion will not be permitted. If permitted the range of acceptable completion time is _____</p> <p>If alternative times for completion are permitted, the evaluation method for the evaluation method shall be _____</p>
12.0	<p>Detailed evaluation of substantially responsive proposals will be done as follows:</p> <p>Technical score _____ <i>[Insert weight: normally 80%]</i></p> <p>a) Specification (___ points)</p> <p>(i) Functional _____ points</p> <p>(ii) Non-functional _____ points</p> <p>(iii) Usability _____ points</p> <p>(iv) Auditing and Reporting _____ points</p> <p>b) Referral (___ points)</p> <p>c) Key Personnel’s experience (___ points)</p> <p>d) Institutional Experience (___ points)</p> <p style="text-align: right;">TOTAL TECHNICAL 100 Points</p> <p>Financial Score _____ <i>[Insert weight: normally 20%]</i></p> <p>Total Score _____%</p> <p>There may not be scoring applied to stated mandatory requirements,</p>

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	<p>however, failure to comply with the stated mandatory requirements will result in the proposal being rejected as it will be considered non-responsive. Points will be awarded for all other aspects of the technical requirements as detailed in Appendix H.</p> <p>Proposers must achieve a minimum technical score of ___ to qualify for the financial evaluation.</p>
12.0	<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> The Financial Proposals of the proposers achieving the minimum technical score shall be read out and recorded at the opening of the Financial Offer.</p> <p>The formula for determining the financial scores is the following: <i>[Insert either the following formula]</i> $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The proposer achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>OR</p> <p>The proposer submitting a technically compliant proposal which has been determined the lowest responsive evaluated proposal will be invited to negotiate a contract.</p> <p>Note that as per the Public Procurement legislation bids or proposals outside of the allowable 15% margin may be rejected.</p> <p>The GOA is not bound to accept the lowest Proposal or required to accept any Proposal.</p>
12.8	<p>Expected date for commencement of works/services</p> <p>_____.</p>
13.5	<p>Intended completion date is <i>{insert number in words (figures) months/years}</i> after the effective date of the contract.</p>
13.6	<p>The Performance Security acceptable to the Procuring Entity shall be in the Standard Form of an Unconditional Bank Guarantee or a Performance Bond. The Validity period of the Bond shall be determined between the Procuring Entity and the service Provider and shall be 10% of the Contract price.</p>
13.7	<p>The Advance Payment shall be <i>{insert %}</i> of the Contract Price. Where an advance payment is requested, an Advance Payment Security must be provided by the proposer as a guarantee against default by the Service Provider. This may be in the form of a bank guarantee or an irrevocable</p>

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	Letter of Credit for an amount equivalent to the Advance Payment.
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GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -
REQUEST FOR PROPOSALS

Government of Anguilla

[Insert Procuring Entity's Name]

[Insert Procurement Name]

SCHEDULE C

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT

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1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Proposal;
- (c) “MOFEDICT” means the Ministry of Finance, Economic Development, Investment, Commerce and Tourism of the Government of Anguilla;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity;
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
- (h) “Procuring Entity” means the Government of Anguilla Ministry, Department or Agency employing the Service Provider;
- (i) “Foreign Currency” means any currency other than Eastern Caribbean Dollars (EC\$);
- (j) “GCC” means these General Conditions of Contract;
- (k) “GoA” means Government of Anguilla;
- (l) “Government” means the Government of the Anguilla;
- (m) “Local Currency” means the currency Eastern Caribbean Dollars (EC\$);
- (n) “Member,” in case the Service Provider consists of a Joint Venture (JV) of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on the JV’s behalf in exercising all the Service Provider’ rights and obligations under this Contract;
- (o) “Party” means the Government of Anguilla Procuring Entity or the Service Provider, as the case may be, and “Parties” means both of these entities;
- (p) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (q) “Service Provider” is a person or corporate body whose Proposal to provide the Services has been accepted for award of contract by the Government of Anguilla;
- (r) “Service Provider’s Proposal” means the completed bidding document submitted by the Service Provider to the Government of Anguilla;

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- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (t) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Government of Anguilla;
- (u) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Proposal;
- (v) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2. Applicable Law** The Contract shall be interpreted in accordance with the laws of Anguilla.
- 1.3. Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4. Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5. Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations as the Procuring Entity may approve.
- 1.6. Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials specified in the SCC.
- 1.7. Inspection and Audit by the GOA** The Service Provider shall permit the Government of Anguilla to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by them, if so required.
- 1.8. Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1. Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -
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2.2. Commencement of Services

2.2.1 **Program** Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 **Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.3. Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4. Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5. Force Majeure

2.5.1 **Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments** During a period of the Service Provider’s inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

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2.6.1 **By the Government of Anguilla** The Government of Anguilla may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Government of Anguilla has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

“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 proposers (prior to or after proposal submission) designed to establish proposal prices at artificial noncompetitive levels and to deprive Government of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more proposers, with or without the knowledge of the Government of Anguilla, designed to establish proposal 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;

2.6.2 **By the Service Provider** The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant

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- to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than ninety (90) days.

- 2.6.3 ***Payment upon Termination*** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:
- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1.General The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Government of Anguilla, and shall at all times support and safeguard the Government of Anguilla's legitimate interests in any dealings with Subcontractors or third parties.

3.2.Conflict of Interests

3.2.1 *Service Provider Not to Benefit from Commissions and Discounts*

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 *Service Provider and Affiliates Not to Pursue Downstream Projects*

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the contracted Services and any continuation thereof) for any project resulting from or closely related to the contracted Services.

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3.2.3 Prohibition of Conflicting Activities Neither the Service Provider nor its Subcontractors nor Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in Anguilla which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3. Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Government of Anguilla.

3.4. Insurance to be Taken Out by the Service Provider

The Service Provider:

- a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Government of Anguilla, insurance against the risks, and for the coverage, as shall be specified in the SCC; and
- b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Service Provider's

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) any other action that may be specified in the SCC.

3.6. Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7. Documents Prepared by the Service Provider to Be the Property of the Government of Anguilla

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Government of Anguilla, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory

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thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.8.Liquidated Damages

3.8.1 **Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Government of Anguilla at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Government of Anguilla may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 **Correction for Overpayment** If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 **Lack of Performance Penalty** If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC.

3.9.Performance Security The Service Provider shall provide the Performance Security to the Government of Anguilla no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Government of Anguilla, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1.Description of Personnel The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2.Removal and/or Replacement of Personnel

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- a) Except as the Government of Anguilla may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Government of Anguilla finds that any of the Personnel have
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Government of Anguilla's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Government of Anguilla.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1.Assistance and Exemptions The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2.Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3.Services and Facilities The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1.Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2.Contract Price

- a) The price payable in local currency is set forth in the SCC.
- b) The price payable in foreign currency is set forth in the SCC.

6.3.Payment for Additional Services, and Performance Incentive Compensation

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6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 If the SCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4. Terms and Conditions of Payment Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5. Interest on Delayed Payments If the Government of Anguilla has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6. Dayworks

6.6.1 If applicable, the Daywork rates in the Service Provider's Proposal shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.6.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.6.3 The Service Provider shall be paid for Dayworks subject to signed Dayworks forms as indicated in Sub-Clause 6.6.2

7. Quality Control

7.1. Identifying Defects The principle and modalities of Inspection of the Services by the Procuring Entity shall be as indicated in the SCC. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as defined in the SCC.

7.2. Correction of Defects, and Lack of Performance Penalty

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- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1. Dispute Settlement

- 8.1.1 ***Amicable Settlement*** Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Government of Anguilla and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by an accepted independent entity. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (30) days after the appointment of the Mediator, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.

For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.

For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.

- 8.1.2 ***Dispute Settlement*** In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Anguilla. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.

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- 8.1.3 *Arbitration* The seat of the arbitration shall be Anguilla and disputes shall be settled in accordance with the Arbitration Act of Anguilla. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

SPECIFIC CONDITIONS OF CONTRACT

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Specific Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The contract name is _____
1.1(h)	The Procuring Entity is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: _____
1.4	The Procuring Entity address is: Attention: _____ Address: _____ Telephone: _____ Facsimile: _____
	The Service Provider address is: Attention: _____ Address: _____ Telephone: _____ Facsimile: _____
1.6	The Authorized Representatives are (include position held): For the Procuring Entity: _____
	For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____
2.2.2	The Starting Date for the commencement of Services is _____
2.3	The Intended Completion Date is _____
3.2.3	Activities prohibited after termination of this Contract are: _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle

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	<ul style="list-style-type: none"> (ii) Third Party liability (iii) Procuring Entity’s liability and workers’ compensation (iv) Professional liability (v) Loss or damage to equipment and property
3.5(d)	<p>The other actions are</p> <p>_____</p> <p>_____</p> <p>_____</p>
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are: _____</p> <p>_____</p> <p>_____</p>
3.8.1	<p>The liquidated damages rate is _____ per day. The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>
3.8.3	<p>The percentage _____ to be used for the calculation of lack of performance Penalty (ies) is _____.</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p> <p>_____</p>
6.2(a)	<p>The amount in local currency is _____.</p>
6.2(b)	<p>The amount in foreign currency or currencies is _____</p>
6.3.2	<p>The performance incentive paid to the Service Provider shall be:</p> <p>_____</p> <p>_____</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ❖ _____ (indicate milestone and/or percentage) _____ ❖ _____ (indicate milestone and/or percentage) _____ and ❖ _____ (indicate milestone and/or percentage) _____ • Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.

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	<ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. The interest rate is _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____</p>

Contract Forms

Performance Bank Guarantee (Conditional)

Performance Bank Guarantee (Unconditional)

Performance Bond

Bank Guarantee For Advance Payment

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Performance Bank Guarantee (Conditional)

This Agreement is made on the _____ day of _____, _____ between _____ of _____ (hereinafter called “the Guarantor”) of the one part and _____ of _____ (hereinafter called “the Procuring Entity”) of the other part.

Whereas

- (1) This Agreement is supplemental to a contract (hereinafter called the Contract) made between _____ of _____ (hereinafter called the Service Provider) of the one part and the Procuring Entity of the other part whereby the Service Provider agreed and undertook to execute the Services of _____ for the sum of _____ being the Contract Price; and
- (2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

Now, therefore, the Guarantor hereby agrees with the Procuring Entity that upon receipt of

- (a) a written notice to the Guarantor from the Service Provider, or
- (b) a written notice to the Guarantor from the Adjudicator, or
- (c) a binding arbitration or Court award confirming that the amount of the Guarantee is payable to the Procuring Entity,

the Guarantor will indemnify and pay the Procuring Entity the sum of _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, provided that the Procuring Entity or his authorized representative has notified the Guarantor to that effect and has made a claim against the Guarantor not later than the date of issue of the Defects Liability Certificate.

The Guarantor shall not be discharged or released from his Guarantee by an arrangement between the Service Provider and the Procuring Entity, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Service Provider, or by any forbearance on the part of the Service Provider, whether as to the payment, time, performance or otherwise, and any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

Given under our hand on the above date.

Signed _____ by

_____ for and on behalf of the Guarantor in the presence of

Signed _____ by

_____ for and on behalf of the Procuring Entity in the presence of

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REQUEST FOR PROPOSALS**

Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

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

By this Bond, _____ as Principal (hereinafter called “the Service Provider”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____/ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Procuring Entity dated the _____ day of _____, _____ for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Proposal or proposals from qualified proposers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Proposer, arrange for a Contract between such Proposer and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Procuring Entity to the Service Provider under the Contract, less the amount properly paid by the Procuring Entity to the Service Provider; or
- (3) pay the Procuring Entity the amount required by the Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of Action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

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In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this _____, day of _____, _____.

Signed by _____

on behalf of _____

In the capacity of _____

In the presence of _____

Date _____

Signed by _____

on behalf of _____

In the capacity of _____

In the presence of _____

Date _____

Bank Guarantee for Advance Payment

To: _____

To whom it may concern:

In accordance with the provisions of the Conditions of Contract, Sub-Clause 6.4 (“Terms and Conditions of Payment”) of the above-mentioned Contract, _____ (hereinafter called “the Service Provider”) shall deposit with _____ a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____

We, the _____, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between _____ and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

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

Appendix A – Description of Services (see Schedule D)

Appendix B – Schedule of Payments and Reporting Requirements (see Schedule D)

Appendix C – Key Personnel and Sub-Contractors (see forms T8 and T9)

Appendix D – Breakdown of Contract Price in EC\$ (see form F15)

Appendix E – Breakdown of Contract Price in US\$ (see form F15)

Appendix F – Services and Facilities Provided by the Procuring Entity (See Schedule D)

Appendix H – Proposal Evaluation Criteria (see Schedule D)

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

ProposalproposalproposerProposerProposer

Government of Anguilla

[Insert Procuring Entity's Name]

[Insert Procurement Name]

SCHEDULE D

TERMS OF REFERENCE/SCOPE OF SERVICES

**GOA, *[Insert Procuring Ministry/Department/Unit]* – *[Insert Procurement Name]* -
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TERMS OF REFERENCE/SCOPE OF SERVICES

Provide overview of project along with Scope of Services. To include a request for the following information to be submitted along with the forms in Schedule (E). Forms may be provided for some of the information requested.

- (1) Experience in provision of services of a similar nature and size in the past five years, with references for contact for further information.
- (2) Details of current contractual commitments, with references for contact for further information.
- (3) List of major items of equipment proposed to carry out the contract;
- (4) Qualifications and experience of key site management and technical personnel proposed for the successful completion of the contract;
- (5) Reports on the financial standing of the proposer, such as profit and loss statements and auditor's reports for the past three years;
- (6) Evidence financial ability to provide working capital for this contract – for example, access to lines of credit and availability of other financial resources);
- (7) Document authorizing the GoA to seek references from the Proposer's banker(s);
- (8) Information regarding litigation involving the proposer, current or during the last five years, including the parties involved and the amounts disputed;
- (9) Subcontracting information for components in excess of 10% of the proposed contract price.

Appendix A – Description of Services

The *[works/services/system]* should facilitate the following:

Appendix B – Schedule of Payments and Reporting Requirements

Appendix F – Services and Facilities Provided by the Procuring Entity

**GOA, [Insert Procuring Ministry/Department/Unit] – [Insert Procurement Name] -
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Appendix H – Proposal Evaluation Criteria

Keys: M= Mandatory, V=Very Important, D=Desirable

Functional Requirements

Req #	Priority M/V/D	Requirements	Appendix Reference	Proposer's Compliance Y/N
1				
2				
3				
4				
5				
6				
...				

Non-Functional Requirements

Req #	Priority M/V/D	Requirements	Appendix Reference	Proposer's Compliance Y/N
1				
2				
3				
...				

Auditing and Reporting??

Req #	Priority M/V/D	Requirements	Appendix Reference	Proposer's Compliance Y/N
1				
2				
3				
...				

Usability Requirements (USR)

Req #	Priority M/V/D	Requirements	Appendix Reference	Proposer's Compliance Y/N
1				
2				
3				
...				

Training (TRG)

Req #	Priority M/V/D	Requirements	Appendix Reference	Proposer's Compliance Y/N
1				
2				

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

3				
...				

Experience

Req #	Priority M/V/D	Requirements	Appendix Reference	Proposer's Compliance Y/N
1		Experience (see general experience and referral forms in Schedule E)		
	V	Proposer shall provide a minimum of two (??) references of project credentials relevant to this project, Credentials shall include:		
		• Customer information		
		• Start and Finish Date		
		• Value of Project		
		• Scope of work undertaken		
		• Description of technical solutions provided		
2		Institutional Experience (see general experience and referral forms in Schedule E)		
	V	Number of contracts of similar nature, scope and size performed within the last five (5) years (minimum of two (2) contracts required)		
		5 or more contracts of similar nature, scope and size performed within the last three (3) years		
		3-4 contracts of similar nature, scope and size performed within the last three (3) years		
		2 contracts of similar nature, scope and size performed within the last three (3) years		
3		Experience of Key Personnel		
		Number of years of experience managing _____ system (minimum of three (3) years required)		
		5 or more years hands-on experience managing _____ system		
		4 years hands-on experience managing _____ system		
		3 years hands-on experience managing _____ system		
		2 years hands-on experience managing _____ system		
4				
...				

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

TECHNICAL QUALITY ASSESSMENT

Government of Anguilla shall compare and evaluate all substantially responsive proposals on the following basis:

The determination shall be based on the Proposer’s fulfilment of the following categories for requirements stated in Appendix A Schedule of Requirement:

- Functional Requirements
- Non-Functional Requirements
- Referrals
- Qualification Requirements

	Max Score
Functional Requirements	20
Non-Functional Requirements	10
Auditing and Reporting	10
Usability Requirements	30
Referrals	10
Excellent	10
Satisfactory	8
Good	6
Need Improvement	4
Experience – Key Personnel	10
5 or more years’ experience	10
4 years’ experience	8
3 years’ experience	6
2 years’ experience	4
Institution’s Experience	10
5 or more contracts of similar nature within last 5 years	10
4 contracts of similar nature within last 5 years	7
3 contracts of similar nature within last 5 years	4
TOTAL	

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

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

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

Form T1: PROPOSAL FORM – FORMAL OFFER

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

All Proposers 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 Proposer named above, hereby offers to provide Goods, Works and/or 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 –Specification/Scope of Services;**
- (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;
- (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.

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

Form T2: ADDENDA TO PROPOSAL DOCUMENTS

Proposer to sign for any Addenda issued during the Proposal period in confirmation of their receipt.

Proposer confirms the following Addenda have been received: 1) 2) 3) 4) 5) 6)

Signature Date

Form T3: CONFLICTS OF INTEREST

The Proposer 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
	<input type="checkbox"/>	<input type="checkbox"/>

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

Executed by Authorized Officer of Proposer 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 PROPOSAL

Name:
Position:
Address:
Telephone:
Mobile:
Fax:
Email:

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

Form T5: **STATEMENT OF CONFORMITY**

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

Does the Proposal conform? **Yes** **No**

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

AREA OF NON-CONFORMITY AND REASON:

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

Form T6-A: EQUIPMENT

List major items of equipment to be provided by the service provider to carry out the services. Provide all information requested in the table below and refer also to clause _____

EQUIPMENT	DESCRIPTION, MAKE and AGE (in years)	CONDITION & NUMBER AVAILABLE		OWNED, LEASED (from whom?), or to be purchased (from whom?)
		(new, good, poor)	# available	

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

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

Form T8: KEY PERSONNEL (Appendix C)

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.

 Staffing or Project Team GOVERNMENT OF ANGUILLA 			
PROJECT:			
PROCUREMENT #:			
LOCATION:			
CLIENT:			
PROJECT TEAM	Years of Experience in the Field or a Similar or Related	Years of Experience in the proposed position	Similar or Related Projects Undertaken over the past (10) years
1. Provide the Names and Position			1. Provide a reference for each project listed
DATE: _____			
SIGNATURE: _____			

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

Form T9: SUBCONTRACTORS (Appendix C)

The names of any subcontractors (including Proposers 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 SERVICES/WORK TO BE SUB-CONTRACTED (E.g 15%, 40%, etc)	VALUE OF SUB-CONTRACTED SERVICES/WORKS (in proposal currency)

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

Form T10: GENERAL 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.

	CLIENT NAME (company/organization name & address)	CLIENT CONTACT (name of contact person, address, telephone #, email address)	CONTRACT DESCRIPTION (description of services performed by the Proposer)	CONTRACT DURATION (insert dates)		TOTAL CONTRACT VALUE (EC\$)
				Starting month/year	Ending month/year	
1						
2						
3						
4						
5						
6						
...						

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

Proposer's Referral (*minimum of two referrals to be attached with submission*)

Attn: Procurement Officer
Procurement Office
Ministry of Finance
The Valley, Anguilla

Date:

RE: Proposed Proposer: _____ *[insert Proposer's Name]*

Please be advised that the above proposer provided _____ services to my company since
_____ and we have found the service to be

Name of Referee: _____
Title: _____
Signature: _____
Company Name: _____
Date: _____

[Please affix company's stamp or seal or the form will be deemed invalid]

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

Form T11: CURRENT CONTRACTUAL COMMITMENTS

Proposers should complete the form below with information on current Contractual Arrangements to indicate breadth of work commitments (include additional sheet(s) as necessary).

	CLIENT NAME (company/organization name & place/country)	CLIENT CONTACT (name of contact person, address, telephone #, email address)	CONTRACT DESCRIPTION (type of services undertaken)	CONTRACT DURATION		TOTAL CONTRACT VALUE (EC\$)
				Commencement Date	Completion Date	
1						
2						
3						
4						
5						
6						
...						

Form T12: PROJECTS OR SERVICES TERMINATED FOR REASONS OTHER THAN CONTRACT EXPIRY

If the Proposer 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 (other party, cause of dispute, details of litigation award, amount involved) for each case (include additional sheet(s) as necessary).

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

Form T14: **FINANCIAL RESOURCES**

Proposers are required to submit Financial Reports for the last five (5) years: balance sheets, profit and loss statements, auditors' reports, etc. List reports provided and attach copies.

Specify proposed sources of financing such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the contract.

SOURCE OF FINANCING	AMOUNT (EC/US\$ EQUIVALENT)
1.	
2.	
3.	
4.	
5.	

Government of Anguilla

[Insert Procuring Entity's Name]

[Insert Procurement Name]

SCHEDULE E

FINANCIAL PROPOSAL RETURN FORMS

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

Form F14: PROPOSAL PRICES

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.

1. We confirm that we have read and understood the bidding documents, including addenda(s) No _____. We hereby offer to execute the {insert procurement name and number} in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Proposal for the Contract Price of {(US/EC) insert amount in words (numbers)}.
2. We confirm that this Proposal will be held firm and free of any adjustments whatsoever and open for acceptance for a period of [*insert proposal validity period*] days from the Closing Date of Proposals.
3. Our Proposal is based upon and incorporates all those contract terms referred to in the Proposal Documents. We hereby confirm that this Proposal complies with the Proposal Security required by the bidding document and specified within the Bidding Data Sheet.
4. We agree that until a formal agreement is executed by both parties, this Proposal together with your acceptance of it shall be considered a binding agreement between us. We accept that you are not bound to accept the lowest or any proposal you receive.
5. The Sum Proposal calculated on the basis of the specifications, quantities, Unit Rates and Prices included under the Schedule of Prices contained under cover of these Proposal Documents is EC\$.....

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*]

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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)***

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

Form F15: PRICE AND BREAKDOWN

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

[insert bidding form(s) – see sample below]

**GOVERNMENT OF ANGUILLA
BREAKDOWN OF CONTRACT PRICE**

Quantitative Cost Proposal
For

[Company Name]
[Company Address]

CONTACT: [Name]
[Position]

DATE: [Date]

DESCRIPTION	QUANTITY	UNIT COST	LINE TOTAL
System Cost			
- System Testing/Implementation/Installation			
- Registration Fee (per ...)			
- Annual Fee??			
Additional Costs			
NB: Proposal must include all cost components where applicable which should be clearly itemized providing details of each component.			
TOTAL			

Company

Authorized Signature

Date

Name of Signee (Block Capital)

Company Seal/Stamp