



MINISTRY OF TOURISM AND LEGAL AFFAIRS
SFA 2006 TOURISM SECTOR DEVELOPMENT PROGRAMME
Programme Management Unit

Tel. No.: 1-767-440-6756
Fax No.: 1-767-440-6758
E-mail: tsdpmainoffice@cwdom.dm

14 Church Street
Roseau
Commonwealth of Dominica
West Indies

23rd January 2009.

**Our ref: Tourism Sector Development Programme/SFA 2006/ WEBSITE DEVELOPMENT
AND BROCHURE DESIGN FOR COMMUNITY GROUPS RT/007**

**INVITATION TO TENDER FOR WEBSITE DEVELOPMENT AND BROCHURE
DESIGN FOR COMMUNITY GROUPS**

I am pleased to inform you that your firm is invited to take part in the competitive negotiated procedure for the above contract. The complete tender dossier is attached to this letter. It includes:

- A. Instructions to tenderers**
- B. Draft Contract Agreement and Special Conditions with annexes:**
 - I. General Conditions for service contracts
 - II. Terms of Reference
 - III. Organisation and Methodology (To be submitted by the tenderer according to the template provided)
 - IV. Key experts (including templates for the summary list of key experts and their CVs)
 - V. Budget breakdown (To be submitted by the tenderer as the Financial offer using the template provided)
 - VI. Forms and other relevant documents
 - VII. Expenditure Verification: Terms of Reference and Report of Factual Findings
- C. Other information:**
 - I. List of entities invited to submit a tender
 - II. Administrative compliance grid
 - III. Evaluation grid

D. Tender submission form

For full details of the tendering procedures, please refer to the **Practical Guide to contract procedures for EC external actions and its annexes**, which may be downloaded from the following Web site:

http://ec.europa.eu/europeaid/work/procedures/implementation/services/index_en.htm .

We look forward to receiving your tender at the address specified in the Instructions to tenderers by **2nd March 2009 at 3:00pm**. If you decide not to submit a tender, we would be grateful if you could inform us in writing, indicating the reasons for your decision.

Yours sincerely

Mrs Marvlyn James
Programme Coordinator
Tourism Sector Development Programme

Copy: Permanent Secretary, Ministry of Tourism & Legal Affairs
Chief Technical Officer, Ministry of Tourism & Legal Affairs
National Authorising Officer/European Development Fund

A.

INSTRUCTIONS TO TENDERERS

REFERENCE: Tourism Sector Development Programme/SFA 2006/ WEBSITE DEVELOPMENT AND BROCHURE DESIGN FOR COMMUNITY GROUPS RT/007

In submitting their tenders, tenderers must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to contract procedures for EC external actions, which is applicable to the present call (available on the Internet at this address:
http://ec.europa.eu/europeaid/work/procedures/implementation/services/index_en.htm).

1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. These are contained in Annex II of the draft contract, which forms Part B of this tender dossier.

2. Participation and sub-contracting

a) Participation in tendering is open to all legal persons [participating either individually or in a grouping (consortium) of tenderers] which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed. All works, supplies and services must originate in one or more of these countries. Participation is also open to international organisations. The participation of natural persons is governed by the specific instruments applicable to the programme under which the contract is financed.

Natural or legal persons can not be in any of the exclusion situations in Section 2.3.3 of the Practical Guide to contract procedures for EC external actions.

b) If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated by the tenderer in its Tender submission form;

c) The tenderer must intend to carry out the major part of the services itself. The total value of the sub-contracted part of the services must not exceed **25%** of the contract value and the sub-contractor must not sub-contract further;

d) All sub-contractors must be eligible for the contract.

e) Sub-contractors can not be in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide to contract procedure for EC external actions.

3. Content of tenders

THE OFFERS, ALL CORRESPONDENCE AND DOCUMENTS RELATED TO THE TENDER EXCHANGED BY THE TENDERER AND THE CONTRACTING AUTHORITY MUST BE WRITTEN IN ENGLISH.

SUPPORTING DOCUMENTS AND PRINTED LITERATURE FURNISHED BY THE TENDERER MAY BE IN ANOTHER LANGUAGE, PROVIDED THEY ARE

ACCOMPANIED BY A TRANSLATION INTO THE LANGUAGE OF THE PROCEDURE. FOR THE PURPOSES OF INTERPRETATION OF THE TENDER, THE LANGUAGE OF THE PROCEDURE WILL PREVAIL.

The tender must comprise of a Technical offer and a Financial offer and these must be submitted in separate envelopes (see clause 7). Each Technical offer and Financial offer must contain one original, clearly marked "**Original**", and two copies, each marked "**Copy**". Failure to respect the requirements in clauses 3.1, 3.2 and 7 will constitute a formal error and may result in the rejection of the tender.

3.1 Technical offer

The Technical offer must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
 - a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
 - ❑ The key experts proposed in this tender must not be part of any other tender being submitted for this tender procedure. They must therefore engage themselves exclusively to the tenderer.
 - ❑ Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of reference and/or in the Organisation and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. After the deadline for submission of offers, the tenderer may propose a replacement of an expert in the following cases: unexpected delays in the commencement date beyond the control of the Consultant, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the tender with best value for money. The desire of a tenderer to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

 - b) A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form;
 - c) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (2) **Organisation and methodology** (will become Annex III of the contract), to be drawn up by the tenderer using the format in Annex III of the draft contract.

The 'Estimated number of working days' worksheet (in the budget breakdown spreadsheet for Annex V) must be included in the Organisation and methodology.]

- (3) **Key experts** (To become Annex IV of the contract). The key experts are those whose involvement is considered to be instrumental in the achievement of the contract objectives. Their positions and responsibilities are defined in the Section 6 of the Terms of reference in Annex II of the draft contract and they are subject to evaluation according

to the evaluation grid in Part C of this tender dossier. [They may also be called for interview by the Evaluation Committee.]

Annex IV of the draft contract contains the templates which must be completed by the tenderer, including:

- a) a list of the names of the key experts;
- b) the CVs of each of the key experts. Each CV must be confined to 3 pages and only one CV should be provided for each position identified in the Terms of Reference. Note that the CV's of non-key experts must not be submitted.

The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of reference.

Tenderers are reminded that the provision of false information in this tender procedure may lead to their exclusion from EC-funded contracts.

A pin drive or CD-ROM containing the electronic version of the technical offer **must** be included with the printed version in the separate envelope in which the technical offer is submitted. In case of any discrepancies between the electronic version and the original, printed version, the latter will prevail.

3.2 Financial offer

The Financial offer must be presented in Eastern Caribbean currency and must include the following documents (using the templates included in the fee-based version of Annex V of part B of this tender dossier. The electronic version of this document "B8 - Budget breakdown for a fee-based contract" can be found on the Web site http://ec.europa.eu/europeaid/work/procedures/implementation/services/index_en.htm):

- Budget breakdown
- Working days

A pin drive or CD-ROM containing the electronic version of the financial offer must be included with the printed version in the separate envelope in which the financial offer is submitted. In case of any discrepancies between the electronic version and the original, printed version, the latter will prevail. Note that a schedule based on the 'Estimated number of working days' worksheet within this spreadsheet must be included as part of the Organisation and Methodology in the technical offer.

Payments under this contract will be made in eastern Caribbean currency which is the local currency of the beneficiary country. The applicable tax and customs arrangements are specified in the Special Conditions of the draft contract in Part B of this tender dossier.

Tenderers are reminded that the maximum budget available for this contract, as stated in the procurement notice is ninety-five thousand Eastern Caribbean dollars (XCD \$95,000), inclusive of the incidental expenditure and expenditure verification.

4. Variant solutions

Tenderers are not authorised to tender for a variant in addition to the present tender.

5. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for the submission of tenders.

6. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid tenderers invited to tender from having to request additional information during the procedure. If the Contracting Authority, either on its

own initiative or in response to the request of a tenderer, provides additional information on the tender dossier, it must send such information in writing to all other tenderer at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the reference and the contract title:

Marvlyn James
Programme Coordinator
Tourism Sector Development Programme
14 Church Street
Roseau
Email: tsdpprogcoord@cwdom.dm

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority and/or the government of the beneficiary country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers at the latest 11 calendar days before the deadline for submission of tenders. No further clarifications will be given after this date.

No information meeting or site visits are foreseen.

7. Submission of tenders

Tenders must be submitted in such that they are **received** before **3:00pm** on **2nd March 2009**.

Any tender received after this deadline will not be considered.

Tenders must include the requested documents in clause 3 above and be submitted exclusively to the Contracting Authority:

- **EITHER** by recorded delivery (official postal service) to :
Marvlyn James
Programme Coordinator
Tourism Sector Development Programme
14 Church Street
Roseau
Dominica

OR hand delivered (including courier services) directly to the Contracting Authority in return for a signed and dated receipt to:

Marvlyn James
Programme Coordinator
Tourism Sector Development Programme
14 Church Street
Roseau
Dominica

Tenders submitted by any other means will not be considered. Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "**Envelope A - Technical offer**" and the other "**Envelope B - Financial offer**". All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rules, and will lead to rejection of the tender.

The outer envelope should carry the following information:

- a) the address for submission of tenders indicated above;
- b) the reference code of the tender procedure to which the tenderer is responding and the contract title;
- c) the words "Not to be opened before the tender-opening session"
- d) the name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

8. Evaluation of tenders

The minimum qualifications required (see selection criteria in the Procurement Notice point 16) are to be evaluated at the start of the evaluation.

8.1 Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the Practical Guide to contract procedures for EC external actions (available from the Internet at http://ec.europa.eu/europeaid/work/procedures/implementation/services/index_en.htm).

8.1.1 Interviews

The Evaluation Committee does not expect to conduct any interviews.

8.2 Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders which were not eliminated during the technical evaluation will be opened (i.e., those which have achieved an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

The provision for incidental expenditure and the provision for expenditure verification stated in the Terms of reference and to be included in the budget breakdown will not be taken into account in the comparison of the financial offers.

Any arithmetical errors are corrected without penalty to the tenderer such that, where there is a discrepancy between a fee rate and the total amount derived from the multiplication of the fee rate by the corresponding number of working days, the fee rate as quoted shall prevail, unless in the opinion of the Evaluation Committee there is an obvious error in the fee rate, in which event the total amount as quoted shall prevail and the fee rate shall be corrected.]

8.3 Choice of selected tenderer

The best value for money is established by weighing technical quality against price on an 80/20 basis.

8.4 Confidentiality

The entire evaluation procedure is confidential, subject to the Contracting Authority's policy on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

9. Signature of contract(s)

9.1 Notification of award

The successful tenderer will be informed in writing that its tender has been accepted.

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the legal entity file and the financial identification form. Where the tenderer has already signed another contract with the European Commission, he may provide instead of the legal entity file and its supporting documents, either his legal entity number or a copy of the legal entity file and respectively, instead of the financial identification form, either his financial identification form number or a copy of the financial identification form provided on that occasion, unless a change in his legal status occurred in the meantime.

Furthermore, proof documents regarding the key experts (copy of the diplomas mentioned in their CVs, a copy of the employer' certificates or references proving their professional experience indicated in their CV) must also be submitted.

Documentary evidence required from the successful tenderer:

The successful tenderer must also provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then.

There is no obligation for the successful tenderer to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16, (documentary proof as listed in section 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide) but then no pre-financing shall be made unless a financial guarantee of an equivalent amount is provided.

If the successful tenderer fails to provide the documentary proof or evidence within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

9.2 Signature of the contract(s)

Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will be informed that their tenders were not accepted, by means of a standard letter, which includes an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the ones for the unsuccessful tender.

The corresponding contract award notice will be published on the Web site. <http://ec.europa.eu/europeaid/cgi/frame12.pl>

10. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, tenderers will be notified of the cancellation by the Contracting Authority. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no response at all;
- the economic or technical data of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The launching of a procurement procedure does not commit the Contracting Authority to implement the programme or project announced.

11. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly. See further section 2.4.16 of the Practical Guide.

NOTE

For additional information, please refer to the Practical Guide to contract procedures for EC external actions which provisions apply to the current procedure:

http://ec.europa.eu/europeaid/work/procedures/implementation/index_en.htm

B.
SERVICE CONTRACT No<Contract number>
FOR
EUROPEAN COMMUNITY EXTERNAL ACTIONS
FINANCED FROM THE EC GENERAL BUDGET

Ministry of Tourism, Legal Affairs and Civil Aviation
Government Headquarters
Kennedy Avenue
Roseau
Commonwealth of Dominica (“the Contracting Authority”),

of the one part,

and

<Full official Name of the Consultant>
<Legal status/title>¹
<Official registration number>²
<Full official address>
<VAT number>³, (“the Consultant”)

of the other part,

have agreed as follows:

Special Conditions

1. _____ Subject

The subject of this Contract **Tourism Sector Development Programme/SFA 2006/
WEBSITE DEVELOPMENT AND BROCHURE DESIGN FOR COMMUNITY
GROUPS RT/007**

2 Structure of the contract

The Consultant will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts financed by the European Community;

Annex II: Terms of reference [including clarifications before the deadline for submission of tenders]

Annex III: Organisation and methodology [including clarifications from the tenderer provided during tender evaluation];

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card or passport or equivalent document - number

³ Except where the contracting party is not VAT registered.

Annex IV: Key experts

Annex V: Budget breakdown

Annex VI: Forms and other relevant documents

Annex VII: Report of factual findings and terms of reference for an expenditure verification

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

(1) Contract value

This contract, established in Eastern Caribbean Currency, is a **fee-based contract**. Based on the maximum fees, incidental expenditure and expenditure verification provision defined in Annex V, the maximum contract value is < >Eastern Caribbean Currency.

(2) Commencement date

The date for commencing implementation shall be date of signature of the contract by both parties

(3) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is three months (3) months from the Commencement date.

(4) Reporting

The Consultant shall submit progress reports as specified in the Terms of reference.

(5) Payments and bank account

7.1 Payments will be made in national currency in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Article 20.7 of the General Conditions.

7.2 The payments will be made according to the following schedule, subject to the provisions of Articles 26 to 33 of the General Conditions:

Fee-based contract

Month		<EUR/***>
1	Pre-Financing –	25%<amount>
2	Interim payments	30% (incidental expenditure; fees and cost for expenditure verification)

3	Interim payments	35 %(incidental expenditure; fees and cost for expenditure verification
4	Forecast Balance	10% of the maximum contract value
	Total	

The actual amounts payable after the first pre-financing payment will vary. They must be based on the consultant's invoice accompanied by an interim progress report and an expenditure verification report subject to approval of those reports in accordance with Article 27 in the General Conditions.

The interim invoices must be paid such that the sum of the payments does not exceed 90% of the maximum contract value stated in Article 3 of the Special Conditions]. The payment of the balance of the final value of the contract, subject to the maximum contract value stated in Article 3, is made after deduction of the amounts already paid, within 45 days of the Contracting Authority receiving an invoice accompanied by the final progress report and a final expenditure verification report, and the incidental expenditure and provision for expenditure verification actually incurred during the period, subject to approval of those reports.

(6) Contact addresses

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 5.3 of the General Conditions.

(7) Law and language of the contract

- 7.1 The law of the Commonwealth of Dominica shall govern all matters not covered by the contract.
- 7.2 The language of the contract and of all written communications between the Consultant and the Contracting Authority and/or the Project Manager shall be English.

(8) Tax and customs arrangements

The contract shall be exempt from all duties and taxes, including VAT.

(9) Dispute settlement

- 9.1 The conciliation procedure in Article 40.3 of the General Conditions is not applicable.
- 9.2 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of the High Court of Dominica and the Eastern Caribbean Supreme Court apply the applying the national legislation of the Contracting Authority.

(12) Other specific conditions applying to the contract

The consultant must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of

external action laid down and published by the Commission. These rules are set out in the EU guidelines on visibility available from the EuropeAid website at http://ec.europa.eu/europeaid/visibility/index_en.htm

Done in English in three (3) originals, one original being for the Contracting Authority, one original being for the European Commission, and one original being for the Consultant.

For the Consultant

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name: Esther Thomas

Title: Permanent Secretary

Signature:

Date:

Endorsed for financing by the National Authorising Officer/European Development Fund

Name: Mr. Edward Lambert

Title: National Authorising Officer/EDF

Signature:

Date:

ANNEX II: TERMS OF REFERENCE

WEBSITE DEVELOPMENT AND BROCHURE DESIGN FOR COMMUNITY GROUPS RT/007

1. BACKGROUND INFORMATION

- 1.1 **Beneficiary Country:** Commonwealth of Dominica
- 1.2 **Contracting Authority:** Ministry of Tourism, Legal Affairs and Civil Aviation

1.3 **Relevant Country background**

Through the Special Framework Assistance (SFA 2006) Tourism Sector Development Programme, Dominica will receive assistance to improve on the competitiveness of the tourism sector and to build the necessary linkages between tourism and especially the agricultural and rural sectors by introducing a range of tourism niche marketing efforts and community tourism projects. The project is made up of three key components, Tourism Advisory Services, Destination Marketing and Rural Tourism.

The Tourism Industry in Dominica has assumed greater meaning and purpose on the national development agenda. This industry in the last few years has generated a significant level of foreign exchange earnings and has contributed immensely to the socio-economic development of the country. Foreign exchange earnings generated from tourism reached in excess of EC\$180 million in 2006. Tourism being one of the leading sectors in the economy has contributed in excess of 11% to GDP. The WTTC estimates that 9.6% of employment or 3600 jobs will be provided by the tourism industry, not including the real impact on other sectors.

In 2006 Dominica has seen an increase in Tourism arrivals to the destination and has also seen an increase in awareness of the destination by the marketplace both at the consumer and trade levels. In total, Dominica welcomed 83,916 visitors to the island in 2006, an increase of 5.88% over the 79,257 visitors who arrived in 2005. Tourism arrivals were up across the board, with increases of 15.2% from the US, 29% from Canada and 9.5% from Europe as compared to the previous year.

1.4 **Current state of affairs in the relevant sector**

The Tourism Policy 2010 and the Tourism Master Plan 2015 has identified the Community Tourism as one of the sub-sector to further develop and promote. It is imperative that strategies and action plans should take into consideration the contents of these documents.

In 2004, the Eco-Tourism Development Programme, Community Tourism subcomponent, a programme funded under the 9th EDF/European Union granted funds to thirteen community groups around the Island to develop a tourism project that would contribute to the overall tourism product in Dominica. The Communities/groups benefitting under the Eco-Tourism Development Programme included Giraudel/Eggleston Flower Growers Group, Grand Fond Community Management Committee, Mero Enhancement Committee, Grand Bay Tourism and Environment Committee, Vieille Case Itassi Tourism, Portsmouth Indian River Tour Guides Association, Mahaut Resource Group and Scotts Head Improvement Committee.

The fund has enabled the realization of infrastructural development in the forms of trails, site enhancement and the establishment of recreational/business facilities in the form of vending units. A Community-based Tourism Training programme designed to provide the necessary skills, knowledge and attitude was undertaken in order to increase the viability of these projects. The overall goal is to improve rural livelihoods through the sustainable use of the natural, human and cultural assets.

Several community-based tourism organisations exist and operate at different levels of effectiveness. These include the Southeast Tourism Development Committee (SETDC), the North-northeast Tourism Development Committee (NNETDC), the Local Area Management Authority (LAMA) of the Soufriere Scotts Head Marine Reserve, the Touna Heritage Development Agency (TOHEDA), the Portsmouth Indian River Tour Guides Association and other groups and organisations. Several community based organisations have received support from the EU-funded Eco Tourism Development Programme (ETDP) through the Ministry of Tourism.

The Discover Dominica Authority, constituted in August 2007, is the Tourism body responsible for dedicated tourism marketing and product development. The organization is a statutory arm of the Ministry of Tourism.

The tourism sector in Dominica also includes the private sector. There are three official tourism private sector organizations, the Dominica Hotel and Tourism Association (DHTA) and the Dominica Watersports Association (DWA) and the Eco-Inns Sites and Services Association (ESSA).

1.5 Related programmes and other donor activities

The Ministry of Tourism consider the Waitukubuli National Trail Project an important tourism project with enormous potential for Dominica. The Waitukubuli trail cuts across the Island with a vast variety of activities and attractions along the way. Construction of the trail has begun and the 10-day cross-island hike is expected to be available in 2010. The project is being funded by European Union.

The Business Gateway and National e-Business Incubator are also key projects that the Tourism Development Programme plans to collaborate with so linkages can be established where synergies exist to maximise impact of the programme on the ground.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall Objective

The overall objective of the project of which this contract will be a part is to support diversification as foreseen under article 3.2(b) of Council Regulation 856/1999, by further supporting development of alternative economic activities in the tourism sector.

2.2 Purpose

The purpose of this contract is as follows:-

- To increase the awareness of community products both locally and internationally through the use of traditional and online marketing tools.
- To increase visitor arrivals to community tourism attractions and sites ;
- To increase the competitiveness and capabilities of the community groups and communities in promoting their tourism projects;
- To ensure the sustainability of community projects through marketing and promotions

2.3 Results to be achieved by the Consultant

- A community Tourism Portal developed and hosted for a period of two years
- Websites developed for targeted community groups each with its own domain name and hosted for a period of two years
- Brochures developed and printed for targeted community groups and projects
- Increased awareness of community tourism products
- Skills transferred and training delivered in e-marketing to include website optimization online advertising; keyword buy; social networking;
- Communities trained in website maintenance and content uploading;

2.4 Target groups

The target groups for website development, brochures and training and falls under this contract are as follows:

- Bellevue Chopin Organic Farmers
- Indian River (PIRTGA and NNETEDC)
- Mero Improvement Committee
- Wotten Waven Improvement Committee
- Giraudel/Eggleston flower group
- Layou Improvement Committee

3. ASSUMPTIONS & RISKS

3.1 Assumptions and risks underlying the project intervention The project assumes the following:-

- Government moves quickly to diversify and reinforce the tourism product;
- Rural people are receptive to training in tourism development;
- Timely availability and disbursement of funds for marketing and promotion activities;
- Sufficient quality hotel rooms available to attract stay over tourism;

4. SCOPE OF THE WORK

4.1 Description of the assignment

This contract allows for the consultant to develop a Community Tourism Portal that will house the websites and information of targeted community projects. The Portal should be designed in such a way that other tourism community projects can be added in the future. The consultant will also be responsible for designing websites and brochures for individual community groups as identified in the target group. Training of the community groups in the areas of e-marketing to include website maintenance and content update will form part of the contract. The consultant will be responsible for providing maintenance and technical assistance of these websites for a period of two years after launch of websites.

4.2 Specific Activities

The consultant shall provide the following services:

Website Development and Training:

4.2.1 Development of a community tourism website portal that will provide an overview of community tourism in Dominica and highlight some of the popular community tourism projects. A link from the portal to the targeted communities' websites should be included. The portal should include but not limited to the following pages:

- Home Page
- Overview of Community Tourism in Dominica
- Listing and brief description of Communities offering Community tourism products and services and a link directly to their website if one exists.

4.2.2 Websites to be developed for the targeted communities. These websites should be linked to the major tourism websites to include that of Discover Dominica Authority and the Ministry of Tourism and the Dominica Hotel and Tourism Association. The websites should include but not limited to the following pages:

- Home Page
- Overview to include history of the community project and the community
- Community group products and services being offered
- Description of Tours available and times available
- Calendar of Events
- Enquiry Form
- Contact
- Date and Weather Counter

- 4.2.3 Purchase and register domain names for the portal and targeted communities for a period of two years after which it will be paid for by the respective community groups and the entity managing the portal. The domain names to be approved by Ministry of Tourism, Tourism Sector Development Programme before purchase.
- 4.2.4 Provide maintenance and Technical trouble shooting for the Portal and Target communities for a period of two years after the launching of the websites;
- 4.2.5 Train communities in the areas of maintenance, content updating; e-marketing specifically search engine optimization; pay per click and online advertising;
- 4.2.6 Provide digital photos for community groups to be used for websites and brochures. Images to be owned by the communities and the Ministry of Tourism;

Brochure Design and Printing

- 4.2.7 Design a brochure for each community highlighting the products and services being offered. The content for the brochure should be match that of the website and should include
 - Overview to include history of the community project and the community
 - Community group products and services being offered
 - Description of Tours available and times available
 - Contact details
 - Images of services and products

The brochure to be approved by the individual community and the Ministry of Tourism/Tourism Sector Development Programme

- 4.2.8 An amount of 500 brochures should be printed for each community according to the following specifications:
 - Glossy Paper
 - Colour
 - 8 1/2 x 11 triple folded;

4.3 Project Management

4.3.1 Responsible Body

Ministry of Tourism and Legal Affairs through the Tourism Sector Development Programme Management Unit and will be responsible for managing the contract.

4.3.2 Management Structure

The management structure includes the Permanent Secretary of the Ministry of Tourism, and Legal Affairs, the Programme Management Unit for the Tourism Sector Development Programme. The consultant will report directly to the Programme Coordinator for the Tourism Sector Development Programme.

4.3.3 Facilities to be provided by the Contracting Authority

Nil

5. LOGISTICS AND TIMING

5.1 Location

The location base for the project is the Commonwealth of Dominica.

5.2 Commencement date & Period of execution

The intended commencement date is on signing of the Contract by all parties. The period of execution of this contract is three (3) months.

6. REQUIREMENTS

6.1 Personnel

6.1.1 Key experts

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:-

Key experts (Team Leader) and other experts

- Qualifications: *At least a first degree or formal training in Website Development and e-marketing.*

General Professional experience

- At least five years experience in website development and design
- Five years experience in e-marketing specifically search engine optimization and keyword buy
- Experience in working with Dominica's tourism product specifically community tourism projects;
- Fluency in English

6.1.2 Other experts

CV's for experts other than the key experts are not examined prior to the signature of the contract. They should not be included in tenders.

The Consultant shall select and hire other experts as required according to the profiles identified in the organization and methodology and these terms of reference. These profiles must indicate which fee rate in the budget breakdown will apply to each profile. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them. The selection procedures used by the Consultant to select these other experts shall be transparent and shall be based on the pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority. Note that civil servants and other staff of the public administration of the beneficiary country cannot be recruited as experts, unless prior written approval has been obtained from the European Commission.

6.1.3 Support staff and backstopping

Backstopping costs are considered to be included in the fee rates. The costs of support staff must be included in the fee rates of the experts.

6.2 Office accommodation

To be provided by the Consultant/Company.

6.3 Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority/beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

6.4 Incidental expenditure.

The Provision for incidental expenditure covers the eligible incidental expenditure incurred under this contract. It cannot be used for costs which should be covered by the Consultant as part of its fee rates, as defined above. Its use is governed by the provisions in the General Conditions and the notes Annex V of the contract. It covers:

- Mileage (at government rate) and subsistence allowances for missions to be undertaken as part of this contract.
- Training expenses such as copies of materials; training space; Coffee breaks;

The provision for incidental expenditure for this contract is eleven thousand four hundred Eastern Caribbean dollars (XCD \$11,400). This amount must be included without modification in the Budget breakdown.

Any subsistence allowances to be paid for missions undertaken as part of this contract form the base of operations in the beneficiary country must not exceed the per diem rates published on the Web site <http://europa.eu.int/comm/europeaid/index-en.htm> at the start of each such mission

6.6 Expenditure verification

The provision for expenditure verification relates to the fees of the auditor who has been charged with the expenditure verification of this contract in order to proceed with the payment of pre-financing instalments if any and/or interim payments if any.

The provision for expenditure verification for this contract is seven thousand and six hundred dollars (XCD \$7600). This amount must be included without modification in the Budget breakdown. The provision cannot be decreased but can be increased.

7. REPORTS

7.1 Reporting requirements

Please refer to Article 26 of the General Conditions. An inception report must be submitted two weeks after the execution of the contract and every month thereafter. The inception report must include a status on each of the communities identified and a work plan for implementation. A final report must be submitted two weeks before the end date of contract. They must be provided along with the corresponding invoice, the financial report and an expenditure verification report defined in Article 28 of the General Conditions. There must be a final invoice and the financial report at the end of the period of execution. The draft final report must be submitted at least two weeks before the end of the period of execution of the contract.

7.11 Schedule for reports and outputs

Name of Report/Output	Content	Time of Submission
Inception Report	Work Programme for implementation	Two weeks after start of contract
Monthly reports	Progress reports should include activities undertaken and planned activities;	To be submitted by the 7 th of following month.
Website Design	Draft Websites for the targeted communities and Portal with domain name.	To be submitted for review by the PMU by the end of month 2 of the project.
Brochure Design	Draft Brochures for targeted communities to be submitted	To be submitted for review by the PMU and individual community groups/projects by the end of month 2 of the project.
Websites operational	Final Websites for the targeted communities and Portal with domain name registered and operational	To be done two weeks before the end of the contract.
Brochures printed	Brochures printed according to specifications and approved draft;	To be submitted by the 15 th day of the final month of the project
Report on Training	Training Content, Method of training, numbers of persons trained;	To be submitted two weeks before the end of the contract
Final Report	Summary of monthly reports including activities undertaken & results. Report should indicate whether the objectives and purpose set out in the ToRs have been achieved.	Final Draft to be submitted two weeks before the end of the contract. Final: at the end of contract period

7.2 Submission and Approval of Progress Reports and Outputs

The Consultant will -

- Submit an inception report within two weeks after commencement of work;
- Prepare monthly progress reports including indicators for achievements;
- Prepare Training Report (to be submitted according to schedule above)
- To submit websites and brochures (to be submitted according to schedule above)
- Prepare final report two weeks before the end of the contract

The consultant is required to submit two copies of all reports in addition to an electronic version to:

Programme Management Unit on behalf of the Contracting Authority, Tourism Sector Development Programme at tsdpprogcoord@cwdom.dm

The Tourism Sector Development Programme is responsible for approving the Reports.

8. MONITORING AND EVALUATION

The contract will be evaluated and measured based on set objectives and outcomes

ANNEX III: ORGANISATION & METHODOLOGY

To be completed by the tenderer

(1) Rationale

- Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

(2) Strategy

- An outline of the approach proposed for contract implementation
- A list of the proposed activities considered to be necessary to achieve the contract objectives
- The related inputs and outputs
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them
- A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract
- A description of sub-contracting arrangements foreseen, if any and within the limit indicated in clause 3 of the Instructions to tenderers, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor

(3) Timetable of activities

- The timing, sequence and duration of the proposed activities, taking into account mobilisation time
- The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference
- The expected number of working days required from each category of expert each month during the period of execution of the contract (using the Excel spreadsheet linked to the Budget breakdown)]

(4) Log frame

- A Logical framework reflecting the considerations described in items 1 - 3 (see the Project Cycle Management Manual available from the PCM Home page: http://ec.europa.eu/europeaid/reports/index_en.htm)

ANNEX IV: KEY EXPERTS

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in beneficiary country	Languages and degree of fluency (VG, G, W)

CURRICULUM VITAE

Proposed role in the project:

1. **Family name:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

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

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

Language	Reading	Speaking	Writing

8. **Membership of professional bodies:**
9. **Other skills:** (e.g. Computer literacy, etc.)
10. **Present position:**
11. **Years within the firm:**
12. **Key qualifications:** (Relevant to the project)

13. Specific experience in the region:

Country	Date from - Date to

14. Professional experience

Date from - Date to	Location	Company	Position	Description

15. Other relevant information (e.g., Publications)

ANNEX V - BUDGET

	Notes	Estimated number of working days	Fee rate (€per working day)	Amount
				€
<i>FEES (including overheads):</i>	1			
<i>Long-term experts</i>	2			
- Team leader				0.00
- Senior experts				0.00
- Junior experts				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
<i>Short-term experts</i>	3.			0.00
- Senior experts				0.00
- Junior experts				0.00
				0.00
				0.00
				0.00
				0.00
<i>Total fees (including overheads)</i>				0.00
 <i>PROVISION FOR INCIDENTAL EXPENDITURE:</i>	5			11,400.00
<i>PROVISION FOR EXPENDITURE VERIFICATION</i>	6			7600.00
MAXIMUM CONTRACT VALUE				<u><u>0.00</u></u>

NOTES:

1 All fee rates must cover:

- the remuneration actually paid to the experts concerned per working day
 - administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, expatriation allowances, leave, medical insurance and other employment benefits accorded to the experts by the Consultant
 - the margin, covering the Consultant's overheads, profit and backstopping facilities
- 2 Experts working for more than 6 consecutive months on the contract
- 3 Experts working for less than 6 consecutive months on the contract
- 4 The annual leave entitlement of experts must not exceed 60 calendar days

Note that the input of experts must be given in full working days

5 Provision for incidental expenditure:

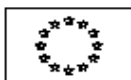
- all incidental expenditure incurred in the course of the contract as required by the Terms of Reference is to be invoiced at actual cost.
- any cost related to the payment of an incidental expenditure is included, such as bank charges.
- supporting documentation need not be submitted at the time interim invoices are presented for payment but must be retained for seven years after the final payment is made by the Contracting Authority.
- the provision for incidental expenditure does not cover travel to/from the beneficiary country for experts (other than for missions identified in the Terms of Reference)
- any long distance air travel must be by economy class while long distance train travel may be by 1st class
- the subsistence paid to experts on missions requiring an overnight stay away from the base of operations in the beneficiary country must be a maximum of the per diem rate published on the Procedures page of the Web site http://ec.europa.eu/europeaid/work/procedures/index_en.htm for each night away

The financial evaluation of tenders only considers the total fees, since the provision for incidental expenses must be the amount stated in Clause 6.5 of the Terms of reference. Please refer to Section 6 of the Terms of reference to identify what is to be included in fees and what may be covered by the provision for incidental expenditure in this contract. An audit certificate provided by a suitably qualified auditor will be required before the final payment is made.

6 Provision for expenditure verification

- must cover expenditures incurred in the course of the contract for expenditure verifications undertaken by External auditors cannot be decreased in the course of the contract

ANNEX VI



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/fiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ⁽²⁾	<input type="text"/>

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾
<input type="text"/>

DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)
DATE <input type="text"/>

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

ANNEX VI: PRE-FINANCING GUARANTEE FORM

**For the attention of
<Address of the Contracting Authority>
<Financial Unit mentioned in the Contract >**

referred to below as the “Contracting Authority”

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under contract <Contract number and title> (please quote number and title in all correspondence)

We, the undersigned, <name and address of financial institution > hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety, on behalf of <name and address of the Consultant>, hereinafter referred to as “the Consultant”, the payment to the Contracting Authority of < amount of the pre-financing> corresponding to the pre-financing as mentioned in Article 7 of the Special Conditions > of the contract concluded between the Consultant and the Contracting Authority, hereinafter referred to as “the Contract”

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Consultant has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract. We note that the guarantee will be released in accordance with Article 30 of the General Conditions [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]⁴.

Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Commission

The law applicable to this guarantee shall be that of <enter the country of the Contracting Authority /country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <the country of the Contracting Authority>.

This guarantee will come into force and will take effect on receipt of the pre-financing payment in the account designated by the Consultant to receive payments.

Name: Position:

Signature⁵: Date:

⁴ This mention has to be inserted only where the law applicable to the guarantee imposes a precise expiry date

⁵ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

LEGAL ENTITIES



LEGAL ENTITIES

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/legal_entities_fr.htm

PRIVATE COMPANIES

TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT (1)	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	D D	M M	Y Y Y Y
REGISTRATION No (2)	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:
1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.
2. A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE

ANNEX VII
Expenditure Verification
Table of contents

1. TERMS OF REFERENCE FOR AN EXPENDITURE VERIFICATION OF A SERVICE CONTRACT (FEE-BASED) FOR EUROPEAN COMMUNITY EXTERNAL ACTIONS	2
1.1 RESPONSIBILITIES OF THE PARTIES TO THE ENGAGEMENT	2
1.2 SUBJECT OF THE ENGAGEMENT	2
1.3 REASON FOR THE ENGAGEMENT	2
1.4 ENGAGEMENT TYPE AND OBJECTIVE	3
1.5 SCOPE OF WORK	3
1.6 REPORTING	3
1.7 OTHER TERMS	3
ANNEX 1: INFORMATION ABOUT THE SUBJECT OF THE EXPENDITURE VERIFICATION	4
ANNEX 2: SCOPE OF WORK – PROCEDURES TO BE PERFORMED	5
2. REPORT OF FACTUAL FINDINGS FOR AN EXPENDITURE VERIFICATION OF A SERVICE CONTRACT (FEE-BASED) FOR EUROPEAN COMMUNITY EXTERNAL ACTIONS	8

Point 1 should be completed by the Consultant and be agreed with the Auditor

Point 2 should be provided by the Auditor

1. Terms of Reference for an Expenditure Verification of a Service Contract (fee-based) for European Community External Actions

The following are the terms of reference ('ToR') on which *<name of the Consultant>* 'the Consultant' agrees to engage *<name of the audit firm>* 'the Auditor' to perform an expenditure verification and to report in connection with a European Community financed fee-based service contract for external actions concerning *<title and number of the service contract>* (the 'Contract'). Where in these ToR the 'Contracting Authority' is mentioned this refers to *<the European Commission or name of another contracting authority>* which has signed the Contract with the Consultant and finances the services. The Contracting Authority is not a party to this engagement.

Responsibilities of the Parties to the Engagement

'**The Consultant**' refers to the entity that provides the services and that has signed the Contract with the Contracting Authority.

- The Consultant is responsible for providing a Financial Report for the services financed by the Contract and for ensuring that this Financial Report can be properly reconciled to the Consultant's records and accounts in respect of these services.
- The Consultant accepts that the ability of the Auditor to perform the procedures required by this engagement effectively depends upon the Consultant providing full and free access to its staff and records and accounts.

'**The Auditor**' refers to the Auditor who is responsible for performing the agreed-upon procedures as specified in these ToR, and for submitting a report of factual findings to the Consultant.

- [Option 1: delete if not applicable] The Auditor is a member of *<specify the name of the national accounting or auditing body or institution of which the Auditor is a member>* which in turn is a member of the International Federation of Accountants (IFAC).
- [Option 2: delete if not applicable] The Auditor is a member of *<specify the name of the national accounting or auditing body or institution of which the auditor is a member>*. Although this organisation is not member of the IFAC, the Auditor commits himself to undertake this engagement in accordance with applicable IFAC standards and ethics.

Subject of the Engagement

The subject of this engagement is the Consultant's invoice dated *<dd Month yyyy>* and the *<interim or final; delete what is not applicable>* Financial Report in connection with the Contract for the period covering *<dd Month yyyy to dd Month yyyy>*. The activities to be performed by the Consultant under the Contract are *<technical assistance, studies, training, and designs; delete what is not applicable>* in accordance with the terms and conditions of the Contract. The information, both financial and non-financial, which is subject to verification by the Auditor, is all information which makes it possible to verify that the expenditure and fees claimed by the Consultant in the invoice and the Financial Report have occurred, and are accurate and eligible. Annex 1 to these ToR contains an overview of key information about the Contract and the services concerned.

Reason for the Engagement

The Consultant is required to submit to the Contracting Authority an expenditure verification report produced by an external auditor accompanied by the Consultant's invoice and in support of the payment requested by the Consultant under Article 29.1 of the General Conditions of the Contract. The Authorising Officer of the Commission requires this report as he makes the payment of the invoice and the expenditure and fees claimed thereon conditional on the factual findings of this report.

Engagement Type and Objective

This constitutes an engagement to perform specific agreed-upon procedures regarding an expenditure verification of a European Community financed service contract for external actions. The objective of this expenditure verification is for the Auditor to verify that the expenditure and fees claimed by the Consultant on the invoice and in the Financial Report for the services covered by the Contract have occurred ('reality'), are accurate ('exact') and eligible and to submit to the Consultant a report of factual findings with regard to the agreed-upon procedures performed. Eligibility means that expenditure and fees have been incurred in accordance with the terms and conditions of the Contract.

As this engagement is not an assurance engagement the Auditor does not provide an audit opinion and expresses no assurance. The Contracting Authority derives its assurance by drawing its own conclusions from the factual findings reported by the Auditor on the Consultant's invoice and the Financial Report.

Scope of Work

1.5.1 The Auditor shall undertake this engagement in accordance with these ToR and:

- in accordance with the International Standard on Related Services ('ISRS') 4400 Engagements to perform Agreed-upon Procedures regarding Financial Information as promulgated by the IFAC;
- in compliance with the Code of Ethics for Professional Accountants issued by the IFAC. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the auditor also complies with the independence requirements of the Code of Ethics for Professional Accountants.

1.5.2 The Terms and Conditions of the Service Contract

The Auditor verifies that the funds provided by the Contract were spent in accordance with the terms and conditions of the Contract and in particular Article (2) of the Special Conditions of the Contract.

1.5.3 Planning, procedures, documentation and evidence

The Auditor should plan the work so that effective expenditure verification can be performed. For this purpose he performs the procedures specified in Annex 2 of these ToR ('Scope of Work – Procedures to be performed') and he uses the evidence obtained from these procedures as the basis for the report of factual findings. The Auditor should document matters which are important in providing evidence to support the report of factual findings, and evidence that the work was carried out in accordance with ISRS 4400 and these ToR.

Reporting

The report on this expenditure verification should describe the purpose and the agreed-upon procedures of the engagement in sufficient detail in order to enable the Consultant and the Contracting Authority to understand the nature and extent of the procedures performed by the Auditor. Use of the reporting format attached as Annex VII of the Special Conditions is compulsory.

Other Terms

[The Consultant and the Auditor can use this section to agree other specific terms such as Auditor's fees, out of pocket expenses and liability provisions]

Annex 1: Information about the Subject of the Expenditure Verification

[The table below should be completed by the Consultant and be attached as Annex 1 to the Terms of Reference for use by the Auditor.]

Information about the Subject of the Expenditure Verification	
Reference number and date of the Contract	<Contracting Authority's reference of the Contract>
Service contract title	
Country	
Consultant	<full name and address of the Consultant as per the Contract>
Budget line Contract	<Contracting Authority reference of the budget line and Commission reference where the Contracting Authority is not the European Commission>
Legal basis for the Contract	
Start date of the Contract	
End date of the Contract	
Maximum contract value	<amount in Art.(3) of the Special Conditions of the Contract>
Total amount of the invoice and invoice date	<provide the total amount as per the Consultant's invoice subject of this verification and the invoice date>
Total amount invoiced to the Contracting Authority to date	<provide the total amount invoiced by the Consultant, the number of invoices and the invoice dates and references>
Total amount received to date by the Consultant from Contracting Authority	<Total amount received as per dd.mm.yyyy>
Contracting Authority	[Provide the name, position/title, phone and E-mail of the contact person at the Contracting Authority.
European Commission	<provide the name, position/title, phone and E-mail of the contact person in the Delegation of the Commission in the country concerned, or if applicable at Headquarters>
Auditor	<Name and address of the audit firm and names/positions of the auditors>

Annex 2: Scope of Work – Procedures to be performed

The Auditor designs and carries out his verification work programme in accordance with the objective and scope of this engagement and the procedures to be performed as specified below. When performing these procedures the Auditor may apply techniques such as inquiry and analysis, (re)computation, comparison, other clerical accuracy checks, observation, inspection of records and documents, inspection of assets and obtaining confirmations.

The Auditor obtains sufficient appropriate verification evidence from these procedures to be able to draw up a report of factual findings. For this purpose the Auditor can refer to the guidance provided by International Standard on Auditing 500 “Audit Evidence” and in particular by the paragraphs relating to ‘sufficient appropriate audit evidence’. The Auditor exercises professional judgment as to what is sufficient appropriate verification evidence where he believes that the guidance provided by ISA 500, the terms and conditions of the Contract and the ToR for this engagement are not sufficient.

The General Conditions of the Contract (‘General Conditions’) and notably Article 24 (‘Records’) thereof provides information about the records the Consultant shall keep and the types and nature of evidence that the Auditor may often find in expenditure verifications. This may vary depending on the nature of the fees and expenditure and the practices in the country concerned. Moreover, Article 14.1 (‘Intellectual and industrial property rights’) provides guidance as to the type and nature of ‘products’ that the Consultant may have to deliver (for example: plans).

1 Obtaining a sufficient Understanding of the Consultant’s Activities and of the Terms and Conditions of the Service Contract

The Auditor obtains a sufficient understanding of the terms and conditions of the Contract by reviewing the Contract and its annexes and other relevant information, and by inquiry of the Consultant. The Auditor ensures that he obtains a copy of the original Contract with its annexes (signed by the Consultant and the Contracting Authority). The Auditor obtains and reviews copies of the <interim/final> Progress Report (as per Article 26.1 of the General Conditions of the Contract and Annex VI of the Contract).

The Auditor reviews in particular Annex II of the Contract, which contains the Terms of Reference for the Consultant. Moreover, the Auditor pays special attention to the rules for subcontracting as set out in Article 4 of the General Conditions of the Contract.

If the Auditor finds that the terms and conditions to be verified are not sufficiently clear he should request clarification from the Consultant.

2 Procedures to verify the Eligibility of the Fees and Expenditure Claimed by the Consultant on the Invoice for the Services and in the Financial Report

2.1 General Procedures

2.1.1 The Auditor verifies that the Consultant’s invoice and Financial Report comply with the conditions of the Contract notably Article 26 of the General Conditions (including format and language).

2.1.2 The Auditor examines whether the Consultant has complied with the rules for record keeping and accounts of the Contract notably with Article 24 of the General Conditions. The purpose of this is:

- To assess whether an efficient and effective expenditure verification of the Consultant’s invoice and the Financial Report is feasible; and
- To report important exceptions and weaknesses with regard to accounting, record keeping and documentation requirements so that the Consultant can undertake follow-up measures for correction and improvement for the remaining period of the Contract.

2.1.3 The Auditor reconciles the information in the invoice and the Financial Report to the Consultant's records and accounts in respect of the services.

2.1.4 The Auditor verifies that the correct exchange rates have been applied for currency conversions where applicable and in accordance with the conditions of the Contract notably Article 29.5 of the General Conditions.

2.2 Conformity of the Fees and Expenditure with the Budget and Analytical Review

The Auditor carries out an analytical review of the expenditure headings in the Financial Report and:

- verifies that the budget in the Financial Report corresponds with the Budget of the Contract (authenticity and authorisation of the initial Budget) and that the fees and expenditure incurred were foreseen in the budget of the Contract.
- verifies that the total amount invoiced by the Consultant does not exceed the maximum contract value laid down in Article (3) of the Special Conditions of the Contract.
- verifies that any amendments to the Budget of the Contract comply with the conditions for such amendments as set out in Article 20 of the General Conditions.

2.3 Verification Procedures

The fees and expenditure claimed by the Consultant in the Financial Report are presented under the following headings: Fees (including overheads), Incidental Expenditure and Costs of the Expenditure Verification. These headings may be broken down into subheadings.

Fees and expenditure subheadings can be broken down into individual fee and expenditure items or classes of expenditure items with the same or similar characteristics. The form and nature of the supporting evidence (e.g. a timesheet, a contract, an invoice etc) and the way fees and expenditure are recorded (e.g. computerised time recording, journal entries) vary with the type and nature of the fees and expenditure and the underlying actions or transactions. However, in all cases fees claimed must relate to the fee rates agreed in the Budget and the time worked as attested to by the timesheets as required by Article 24.2 of the General Conditions. Expenditure items in all cases reflect the accounting (or financial) value of underlying actions or transactions no matter the type and nature of the action or transaction concerned.

2.3.1 Verification Coverage

The Auditor must carry out a complete and exhaustive verification of all the fees and all expenditure claimed on the invoice and in the Financial Report.

2.3.2 Verification of Fees and Expenditure (incidental expenditure and costs of the expenditure verification)

The Auditor verifies the fees and the expenditure and reports all the exceptions resulting from this verification. Verification exceptions are all verification deviations found when performing the procedures set out in this Annex. In all cases the Auditor assesses the (estimated) financial impact of exceptions in terms of ineligible expenditure. For example: if the Auditor finds an exception with regard to the personnel used by the Contractor in implementing the Contract, he assesses to which extent this exception has led to ineligible expenditure. The Auditor reports all exceptions found including the ones of which he cannot measure the financial impact.

2.3.3 Eligibility of Fees claimed

The Auditor verifies the eligibility of fees claimed with the terms and conditions of the Contract and notably by referring to Article 24.2 of the General Conditions and Section 6.1 of the Terms of Reference for the Contract examining whether the fees claimed:

- were necessary for providing the services. In other words the Auditor verifies that the time spent by the Consultant's personnel and for which fees are charged has been spent for the intended purpose of the Contract;

- correspond to timesheets maintained by the Consultant in accordance with Article 24.2 of the General Conditions.
- correspond to time actually spent working on the Contract during the implementation period of the Contract as defined in Article 5 of the Special Conditions;

Where the Consultant has entrusted performance of a part of the Contract to a third party, the Auditor verifies whether the Consultant has complied with the terms and conditions for subcontracting (Article 4 of the General Conditions of the Contract).

2.3.4 Eligibility of Expenditure

The Auditor verifies the eligibility of expenditure with the terms and conditions of the Contract and notably by referring to the Terms of Reference (Section 6.5 of Annex II of the Contract) and by examining whether these costs:

- are necessary for providing the services. In other words the Auditor verifies that expenditure for a transaction or action has been incurred for the intended purpose of the Contract. The Auditor further verifies that the incidental costs are provided for in the Contract Budget;
- have actually been incurred by the Consultant during the implementation period of the Contract as defined in Article 5 of the Special Conditions;
- are recorded in Consultant's accounts and are identifiable, verifiable and substantiated by originals of supporting evidence.

2.3.5 Accuracy and Recording

The Auditor verifies that time spent in relation to fees claimed has been properly recorded in the Consultant's timesheets, and that expenditure for a transaction or action has been accurately and properly recorded in the Consultant's accounts. The Consultant's records and accounts must be supported by appropriate evidence and supporting documents. This includes proper valuation and the use of correct exchange rates. The Auditor verifies that fees and expenditure claimed in the period covered by the Financial Report and invoice have not been previously claimed by the Consultant, i.e. that cut-off procedures have been properly applied.

2.3.6 Classification

The Auditor verifies that fees and expenditure for a transaction or action have been classified under the correct heading and subheading of the Financial Report.

2.3.7 Reality (occurrence / existence)

The Auditor exercises professional judgment to obtain sufficient appropriate verification evidence with regard to the reality and quality of the fees claimed and the time spent, and of the expenditure. The Auditor examines the nature of the services to be provided by the Contract (Article 15 of the General Conditions of the Contract). Depending on the Consultant's activities (i.e. technical assistances, studies, training and designs) the Auditor determines the most appropriate type of evidence to verify the reality of fees and expenditure.

Any reports and documents already forwarded by the Consultant to the Contracting Authority and duly approved by the Contracting Authority may be considered compliant with the terms of the Contract.

The Auditor may also find substantiation of the time claimed in the timesheets in the reports and data such as set out in Article 14.1 of the General Conditions of the Contract.

Where possible the Auditor verifies the reality and quality of the fees claimed by obtaining independent, third party evidence substantiating the time claimed in the timesheets.

The Auditor verifies the reality and quality of the expenditure claimed by examining proof of work done, goods received or services rendered on a timely basis, at acceptable and agreed quality and at reasonable prices or costs. The Auditor verifies the existence of assets where applicable.

2. Report of Factual Findings for an Expenditure Verification of a Service Contract (fee-based) for European Community External Actions

To be printed on letterhead paper of the Auditor

< Name of contact person(s) >, Position>

< Consultant's name >

<Address>

<dd Month yyyy>

Dear < Name of contact person(s) >

In accordance with our contract dated <dd Month yyyy> with <name of the Consultant> 'the Consultant' and the terms of reference attached thereto (Annex 1 of this report), we provide our Report of Factual Findings ("the Report"), with respect to the accompanying Financial Report and invoice you provided for the period covering < dd Month yyyy - dd Month yyyy> (Annexes 2 and 3 of this report). You requested certain procedures to be carried out in connection with the Service Contract concerning [title and number of the contract], the 'Contract'. The Report consists of this letter and the Report details set out in Chapters 1 and 2.

Objective

Our engagement was an engagement to perform agreed-upon procedures regarding the expenditure verification of the service contract between you and < the European Commission or the name of another contracting authority> the 'Contracting Authority' concerning [title and number of the contract], the 'Contract'. It involved performing certain specified procedures, the results of which the Contracting Authority uses to draw conclusions from the procedures performed by us.

The objective of this expenditure verification is for the Auditor to verify that the fees and expenditure claimed by the Consultant on the invoice and in the Financial Report for the services covered by the Contract have occurred ('reality'), are accurate ('exact') and eligible and to submit to the Consultant a report of factual findings with regard to the agreed-upon procedures performed. Eligibility means that expenditure and fees have been incurred in accordance with the terms and conditions of the Contract.

Scope of Work

Our engagement was undertaken in accordance with:

- the terms of reference in Annex 1 to this Report and:
- International Standard on Related Services ('ISRS') 4400 Engagements to perform Agreed-upon Procedures regarding Financial Information as promulgated by the International Federation of Accountants ('IFAC');
- the Code of Ethics for Professional Accountants issued by the IFAC. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the auditor also complies with the independence requirements of the Code of Ethics for Professional Accountants.

As requested, we have only performed the procedures set out in the terms of reference for this engagement and we have reported our factual findings on those procedures in Chapter 2 of this Report.

The scope of these agreed upon procedures has been determined solely by the Contracting Authority and the procedures were performed solely to assist the Contracting Authority in evaluating whether the fees and expenditure claimed by the Consultant on the invoice and in the Financial Report has occurred ('reality'), is accurate ('exact') and eligible.

Because the procedures performed by us did not constitute either an audit or a review made in accordance with International Standards on Auditing or International Standards on Review Engagements, we do not express any assurance on the Financial Report.

Had we performed additional procedures or had we performed an audit or review of the financial statements of the Consultant in accordance with International Standards on Auditing, other matters might have come to our attention that would have been reported to you.

Sources of Information

The Report sets out information provided to us by the Consultant in response to specific questions or as obtained and extracted from the Consultant's records and accounts. In addition we received verbal representations from the Consultant, which we did not obtain in writing [delete if received in written form.]

Factual Findings

The total expenditure which is the subject of this expenditure verification amounts to <xxxxxx>XCD . This amount corresponds to the total amount of fees and expenditure claimed on the Consultant's invoice and the Financial Report. We have carried out a complete and exhaustive verification of the fees and expenditure claimed on the invoice and in the Financial Report.

Based on the agreed-upon procedures that we performed we found that expenditure amounting to <xxxx> \$ is not eligible. The details of our factual findings including a summary table of the expenditure that is not eligible are presented in Chapter 2 of this Report.

Use of this Report

This Report is solely for the purpose set forth in the above objective.

This report is prepared solely for the confidential use of the Consultant and the Contracting Authority and solely for the purpose of submission to the Contracting Authority in connection with the requirements as set out in Article 29 of the General Conditions of the Contract. This report may not be relied upon by the Consultant or by the Contracting Authority for any other purpose, nor may it be distributed to any other parties. The Contracting Authority may only disclose this Report to others who have regulatory rights of access to it in particular the European Commission, the European Anti Fraud Office and the European Court of Auditors.

This Report relates only to the Financial Report specified above and does not extend to any financial statements of the Beneficiary.

We look forward to discussing our Report with you and would be pleased to provide any further information or assistance which may be required.

Yours sincerely

<dd Month yyyy>

<Name of the Auditor>

Report Details

Chapter 1 Information about the Service Contract and the Consultant's Activities

[Chapter 1 should include a brief description of the Contract and the Consultant's activities. The Auditor should also present here the table with 'Information about the subject of the Expenditure Verification' as attached by the Consultant to the ToR.]

Chapter 2 Procedures Performed and Factual Findings

We have performed the procedures as agreed upon in the terms of reference for an expenditure verification of the Contract concerning <*title and number of the contract*> (see Annex 1). The factual findings of these procedures are set out under the headings below.

[Describe the results of procedures performed. Use supporting schedules as Appendices to the Report, if applicable.]

[Insert (if any): Details of exceptions:.....]

- 1 Obtaining a sufficient Understanding of the Consultant's Activities and of the Terms and Conditions of the Contract

- 2 Procedures to verify the Eligibility of the Fees and Expenditure claimed by the Consultant on the Invoice for the Services and in the Financial Report

2.1 General Procedures

2.2 Conformity of the Fees and Expenditure with the Budget and Analytical Review

2.3 Verification Procedures

2.3.1 Verification Coverage

2.3.2 Verification of Fees and Expenditure

2.3.3 Eligibility of Fees claimed

2.3.4 Eligibility of Expenditure

2.3.5 Accuracy and recording

2.3.6 Classification

2.3.7 Reality (Occurrence / existence)

Annex 1 Terms of Reference

Annex 2 Financial Report provided by the Consultant

Annex 3 Copy of the Invoice of the Consultant

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	WEBSITE DEVELOPMENT AND BROCHURE DESIGN FOR COMMUNITY GROUPS	Reference :	Tourism Sector Development Programme/SFA 2006/ Website Development & Brochure Design for Community Groups RT/007
-------------------------	---	--------------------	---

Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Economic & financial capacity? (OK/a/b/...) ⁶	Professional capacity? (OK/a/b/...) ²	Technical capacity? (OK/a/b/...) ²	Organisation & methodology exists?	Key experts (list + CVs)?	Key experts are present in only one tender?	All key experts have signed statements of exclusivity & availability?	Sub-contracting statement acceptable?	Overall decision? (Accept / Reject)
1																
2																
3																
4																
5																

Chairperson's name	
Chairperson's signature	
Date	

⁶ Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc to record any criteria which have not been satisfied

EVALUATION GRID

	Maximum
Organisation and methodology	
Rationale	20
Strategy	20
Timetable of activities	10
Total score for Organisation and methodology	50
Key experts	
Key expert	
Qualifications and skills	15
General professional experience	15
Specific professional experience	20
Total score for Key experts	50
Overall total score	100

D.

SERVICE TENDER SUBMISSION FORM

Ref: Tourism Sector Development Programme/SFA 2006/ Website Development and Brochure Design for Community Groups RT/007

Contract title: Website Development and Brochure Design for Community Groups

One signed original of this tender submission form (including original signed statements of exclusivity and availability from all key experts proposed), a completed financial identification form and a completed legal entity file (only for the Leader) as well as declarations from the Leader and all members (in the case of a consortium) must be supplied, together with three copies.

1 SUBMITTED by (i.e. the identity of the Tenderer)

	Name(s) and address(es) of legal entity or entities submitting this tender	Nationality⁷
Leader⁸		
Member 2		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
E-mail	

⁷ Country in which the legal entity is registered

⁸ Add / delete additional lines for consortium members as appropriate. **Note that a sub-contractor is not considered to be a consortium member.** If this tender is being submitted by an individual legal entity, the name of that legal entity should be entered as '**Leader**' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium members between the deadline for receipt of tenders indicated in the Instructions to tenderers and the award of the contract is not permitted without the prior approval in writing of the Contracting Authority.

3 ECONOMIC AND FINANCIAL CAPACITY

Please complete the following table of financial data³ based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	Year before last XCD	Last year XCD	This year XCD	Next year XCD	Average⁴ XCD
Annual turnover ⁵ , excluding this contract					
Cash and cash equivalents ⁶ at beginning of year					
Net cash from / (used in) operating, investing & financing activities ⁷ excluding future contracts					
Net forecast cash from/ (used in) future contracts, excluding this contract					
Cash and cash equivalents ⁶ at end of year (i.e., the sum of the above three rows)					

³ if this tender is being submitted by a consortium, please add lines as required and indicate to which entity the data belongs.

⁴ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the four preceding columns of the same row.

⁵ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁶ Cash and cash equivalents comprise cash on hand and demand deposits, together with short-term, highly liquid investments that are readily convertible to a known amount of cash, and that are subject to an insignificant risk of changes in value. An investment normally meets the definition of a cash equivalent when it has a maturity of three months or less from the date of acquisition. Equity investments are normally excluded, unless they are in substance a cash equivalent (e.g. preferred shares acquired within three months of their specified redemption date). Bank overdrafts which are repayable on demand and which form an integral part of an enterprise's cash management are also included as a component of cash and cash equivalents.

⁷ Operating activities are the main revenue-producing activities of the enterprise that are not investing or financing activities, so operating cash flows include cash received from customers and cash paid to suppliers and employees. Investing activities are the acquisition and disposal of long-term assets and other investments that are not considered to be cash equivalents. Financing activities are activities that alter the equity capital and borrowing structure of the enterprise. Interest and dividends received and paid may be classified as operating, investing, or financing cash flows, provided that they are classified consistently from period to period. Cash flows arising from taxes on income are normally classified as operating, unless they can be specifically identified with financing

or investing activities.

4 STAFF RESOURCES

Please provide the following personnel statistics⁸ for the current year and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹	Overall	Total for fields related to this contract ⁹
Permanent staff ¹⁰						
Other staff ¹¹						
Total						

¹⁰ staff directly employed by the Tenderer on a permanent basis (i.e., under indefinite contracts)

¹¹ other staff not directly employed by the Tenderer on a permanent basis (i.e., under fixed-term contracts).

5 FIELDS OF SPECIALISATION

Please use the table below whose objective is to indicate the relevant specialism related to this contract of each legal entity making this tender, by using the names of this specialism as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialism in which the legal entity has significant experience. **Maximum 10 specialism.**

	Leader	Member 2	Member 3	Etc ... ¹²
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹²				

¹² add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

6 EXPERIENCE

Please complete a table using the format below to summarise the major relevant projects related to this contract carried out in the course of the past 3 years⁹ by the legal entity or entities making this application. The number of references to be provided must not exceed 15 for the entire tender

Ref no (maximum 15)	Project title					
Name of legal entity	Country	Overall project value (EUR) ¹⁰	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding
...
Detailed description of project						
...						...

7 DECLARATION(S)

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format. (For consortia, the declaration of the Leader must be a signed original but those of other members may be copies).

⁹ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

¹⁰ Effect of inflation will not be taken into account.

8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- Organisation & Methodology
- Key experts (comprising a list of the key experts and their CVs)
- Tenderer's declaration (including one from every consortium member, in the case of a consortium)
- Statements of exclusivity and availability signed by each of the key experts
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

We undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the services for which we have stated our intention to sub-contract in the Organisation and Methodology.]

[If the choice is allowed in Section 3.2 of the Instructions to tenderers: We would prefer to receive payments under this contract in euro / <national currency>]

We recognise that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts funded by the EC.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure, unless the Contracting Authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in clause 5 of the Instructions to tenderers. Signed on behalf of the tenderer:

Name	
Signature	
Date	

FORMAT OF THE DECLARATION REFERRED TO IN POINT 7 OF THE TENDER SUBMISSION FORM

To be submitted on the headed notepaper of the legal entity concerned

<Date>

The Permanent Secretary
Ministry of Tourism & Legal Affairs
3rd Floor – Government Headquarters
Kennedy Avenue
Roseau
Commonwealth of Dominica

Your ref: Tourism Sector Development Programme/SFA 2006/ Website Development and Brochure Design for Community Groups RT/007

Dear Sir/Madam

TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we <Name(s) of legal entity or entities> hereby declare that we:

- are submitting this tender < **on an individual basis** * / **as member of the consortium** led by < name of the leader / ourselves > * for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual Tenderer);
- are not in any of the situations excluding us from participating in contracts which are listed in **Section 2.3.3 of the Practical Guide to contract procedures for EC external actions** (available from the following Internet address: http://ec.europa.eu/europeaid/work/procedures/implementation/index_en.htm)]
- agree to abide by the ethics clauses in **Section 2.4.15 of the Practical Guide to contract procedures for EC external actions** and, in particular, have no potential conflict of interests or any equivalent relation in that respect with other tenderers in the tender procedure at the time of the submission of this tender;
- < have attached a current list of the enterprises in the same group or network as ourselves / are not part of a group or network> * and have only included data in the application form concerning the resources and experience of our legal entity;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract;
- fully recognise and accept that we may be excluded from tender procedures and contract in accordance with the Section 2.3.5 of the Practical Guide to contract procedures for EC external actions. Furthermore, we acknowledge that, should we provide any inaccurate or incomplete information deliberately in this tender, we shall also be subject to financial penalties representing 10% of the total value of the contract being awarded. This rate may be increased to 20% in the event of a repeat offence within 5 years of the first infringement;
- are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

We recognise that our tender may be excluded should we propose the same key expert as another

tenderer or should we propose a key expert who is engaged in an EC financed project where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract.

[*Delete as applicable]

In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. The date on the evidence or documents provided will be no earlier than 1 year before the submission of the tender, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up. We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in section 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorised representative of the legal entity >

< **Name and position of authorised representative of the legal entity** >

STATEMENT OF EXCLUSIVITY AND AVAILABILITY¹¹

REF: TOURISM SECTOR DEVELOPMENT PROGRAMME/SFA 2006/ WEBSITE DEVELOPMENT AND BROCHURE DESIGN FOR COMMUNITY GROUPS RT/007

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

From	To
< start of period 1 >	< end of period 1 >
< start of period 2 >	< end of period 2 >
< etc >	

I confirm that I am not engaged in another EC-funded project in a position for which my services are required during the above periods.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EC.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or force majeure, the tenderer may be subject to exclusion from other tender procedures and contracts funded by the EC and that the notification of award of contract to the tenderer may be rendered null and void.

Name	
Signature	
Date	

¹¹ To be completed by all key experts

