

1. Address

2. **Our ref: DOM/SFA 04/BG/GC-1/ WEBSITES DEVELOPMENT/SER/15**

3. **Candidate Number:**

4.

5. Dear Mr.

**6. INVITATION TO TENDER FOR WEBSITES DEVELOPMENT,
COMMONWEALTH OF DOMINICA**

7. I am pleased to inform you that -----the consortium led by you 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:

8. Instructions to tenderers

9. Draft Contract Agreement and Special Conditions with annexes:

10. General Conditions for service contracts

11. Terms of Reference

12. Organisation and Methodology (To be submitted by the tenderer according to the template provided)

13. Key experts (including templates for the summary list of key experts and their CVs)

14. Budget breakdown (To be submitted by the tenderer as the Financial offer using the template provided)

15. Forms and other relevant documents

16. Other information:

17. Shortlist notice

18. Administrative compliance grid

19. Evaluation grid

20. Tender submission form

21. Please pay special attention to section 3.2 of the **Instruction To Tenderers**, which indicates that the maximum budget available for this contract is Eastern Caribbean (\$74,250) Seventy-Four Thousand Two Hundred Fifty Dollars.
22. 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/index_en.htm.
23. We look forward to receiving your tender before the deadline specified in point 8 of the Instructions to the address specified in the same point. 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.
24. Yours sincerely

25. Mr. Gregoire Thomas
26. General Manager/ DEXIA

SERVICE PROCUREMENT NOTICE

WEBSITES DEVELOPMENT

Location – Commonwealth of Dominica

1. Reference

DOM/SFA 04/BG/GC-1/WEBSITE DEVELOPMENT/SER/15

2. Procedure

Open

3. Programme

BUDGET

4. Financing

Special Framework of Assistance (SFA) 2004

5. Contracting Authority

- Dominica Export Import Agency
-

CONTRACT SPECIFICATION

6. Nature of contract

Fee-based

7. Contract description

To develop/build and operationalize eleven (11) dynamic Content Management system (CMS) websites for selected clients under the Business Gateway Programme falling under the Manufacturing, Services and Agricultural Export sectors. Individual accounts will be set up for each client with GoDaddy where their domain names and hosting packages will be utilized. These websites will be optimize through Search Engine Optimization (SEO) programming techniques. These clients firm will be trained to fully utilize the features of the websites, and their awareness of the businesses through online promotion and marketing.

8. Number and titles of lots

SER/15 WEBSITE DEVELOPMENT

9. Maximum budget

EC \$72,620

CONDITIONS OF PARTICIPATION

10. Eligibility

BUDGET:

Participation 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 (see also item 23 below). 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.

11. Number of tenders

No more than one tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.

12. Grounds for exclusion

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.3.3 of the Practical Guide to contract procedures for EC external actions

13. Sub-contracting

Subcontracting will not be allowed.

PROVISIONAL TIMETABLE

14. Provisional commencement date of the contract

January 18th 2010

15. Implementation period of the tasks

Twelve (12) weeks

SELECTION AND AWARD CRITERIA

16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a

whole:

- 1) **Economic and financial capacity of tenderer** (based on item 3 of the tender form). In case of applicant being a public body, equivalent information should be provided.
 - The financial situation of the tenderer should not be in deficit, taken into account debts, at the beginning and end of year.
- 2) **Professional capacity of tenderer** (based on item 4 of the tender form)
 - has a professional certificate appropriate to this contract, such as specified in the Terms of Reference(TOR) document
 - is currently working/has worked during the past 3 years as an Information Technology Specialist as specified in the Terms of Reference(TOR) document
- 3) **Technical capacity of tenderer** (based on items 5 and 6 of the tender form)
 - Has sufficient expertise and experience to be able to handle the proposed contract as specified in the Terms of Reference(TOR) document
 - The tenderer has worked successfully on at least five projects with a budget of at least that of this contract in fields related to this contract in the past five years

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

17. Award criteria

Best value for money.

TENDERING

18. Deadline for receipt of tenders

The deadline for receipt of tenders is January 14th, 2010

19. Tender format and details to be provided

Tenders must be submitted using the standard tender forms (available from the following Internet address: http://ec.europa.eu/europeaid/work/procedures/implementation/services/index_en.htm), whose format and instructions must be strictly observed.

Any additional documentation (brochure, letter, etc) sent with the tender will not be taken into consideration.

20. How tenders may be submitted

Tenders must be submitted to the Contracting Authority, using the means specified in point 6 of the instruction to tenderers.

Tenders submitted by any other means will not be considered.

21. Alteration or withdrawal of applications

Tenderers may alter or withdraw their applications by written notification prior to the deadline for submission of tenders. No application may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 6 of the instruction to tenderers. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

22. Operational language

All written communications for this tender procedure and contract must be in English.

23. Legal basis

BUDGET

INSTRUCTIONS TO TENDERERS

REFERENCE: DOM/SFA 04/BG/GC-1/ WEBSITES DEVELOPMENT/SER/15

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).

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.

1. 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. 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) Sub-contracting is not allowed. For this purpose individual experts recruited for the project as key or non key experts are not regarded as subcontractors.

2. 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 6). Each Technical offer and Financial offer must contain one original, clearly marked "**Original**", and **three (3) copies**, each marked "**Copy**". Failure to respect the requirements in clauses 3.1, 3.2 and 6 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 tasks 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.

The contract between the tenderer/consultant and its key experts shall contain a provision that it is subject to the approval of the beneficiary country.

- 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.

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/EDF-funded contracts.

A 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 Dollars 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/index_en.htm):

- Budget breakdown
- Working days

A 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 Dollars, as specified by the selected tenderer in its Tender submission form. 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 invitation to tender is Eastern Caribbean Dollars (EC \$ 74,250) Seventy-four Thousand Two Hundred Fifty Dollars.

3. Variant solutions

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

4. Period during which tenders are binding

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

5. 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:

Mr. Gregoire Thomas

The Business Gateway

C/o Dominica Export Import Agency

Bay front

Roseau

Commonwealth of Dominica

Tel. 1-767-440-6693

Fax. 1-767-448-6308

businessgateway@cwdom.dm

The Contracting Authority has no obligation to provide clarifications after this date.

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 information meeting or site visits are foreseen.

6. Submission of tenders

Tenders must be submitted in such that they are **received** before the 14th January 2010.

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 :

Mr. Gregoire Thomas
The Business Gateway

C/o Dominica Export Import Agency

Bay front
Roseau
Commonwealth of Dominica

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

Mr. Gregoire Thomas
The Business Gateway
C/o Dominica Export Import Agency
Bay front, Roseau
Commonwealth of Dominica

Tel. 1-767-440-6693 Fax. 1-767-448-6308

Tenders submitted by any other means will not be considered. Tenders must be submitted using the double envelope system, ie, 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 (ie, including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

Any infringement of these rules (eg, 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.

7. 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/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.

8. 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.

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. <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome>

9. 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, ie, 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.

10. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See further section 2.4.15 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

SERVICE CONTRACT No: WEBSITES DEVELOPMENT/SER/15

FOR

EUROPEAN COMMUNITY EXTERNAL ACTIONS

FINANCED FROM THE EC GENERAL BUDGET

The Business Gateway

C/o Dominica Export Import Agency

Bay front

Roseau

Commonwealth of Dominica

("the contracting Authority")

of the one part,

and

("the Consultant")

of the other part,

have agreed as follows:

SPECIAL CONDITIONS

(1) Subject

The subject of this Contract is “Websites Developments” for The Business Gate Way Clients firm located in the Commonwealth of Dominica with identification number DOM/SFA 04/BG/GC-1/SER/15 (“the services”).

(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.

Annex III: Organisation and methodology.

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.

(3) Contract value

This contract, established in Eastern Caribbean Dollars is a **fee-based contract**. Based on the maximum fees, incidental expenditure and expenditure verification provision defined in Annex V, the maximum contract value iseastern Caribbean dollars. (XCD \$).

(4) Commencement date

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

(5) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is to commence on January 25th to April 19th 2010, for a period of twelve (12) weeks.

(6) Reporting

The Consultant shall submit final reports as specified in the Terms of Reference.

(7) Payments and bank account

- 7.1 Payments will be made in Eastern Caribbean Dollars 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:

Weeks		EC \$
1	First pre-financing payment¹(On signing of Contract) 50%	
3	Second payment on submission of draft report 30%	
5	Final Payment on Submission of Final Report 20%	
	Total	

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.

¹ The consultant is not obliged to ask for pre-financing.

(8) 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 20.7 of the General Conditions.

(9) Law and language of the contract

9.1 The law of the Commonwealth of Dominica shall govern all matters not covered by the contract.

9.2 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.

(10) Tax and customs arrangements

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

(11) Dispute settlement

11.1 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of the Commonwealth of Dominica.

(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 Communication and Visibility Manual for External Actions available from the EuropeAid website at http://ec.europa.eu/europeaid/work/visibility/index_en.htm

Done in English in three 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:

Title:

Signature:

Date:

Mr. Gregoire Thomas

General
Manager/DEXIA

Endorsed for financing by the National Authorising Officer

Name: Mr. Edward Lambert

Title: National Authorising Officer

Signature:

Date:

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11. BACKGROUND INFORMATION

1.1 Beneficiary country

The Commonwealth of Dominica

1.2 Contracting Authority

The Business Gateway

1.3 Relevant country background

With the demise of the banana industry, Dominica's economy has fluctuated over the last ten years with major contractions occurring in 2001 and 2002. The economy has shown signs of growth that is driven mainly by overall growth in tourism, wholesale and retail activities, construction, mining and quarrying and manufacturing. The service sector, however, is now the most important sector in Dominica, followed by agriculture. The Government is currently pursuing Information and Communication Technologies as an effective means of economic diversification from the traditional reliance on banana, once Dominica's main agricultural exporting crop.

Government has been able to establish a successful Information and Communication Technology (ICT) structure in Dominica. ICT is the use of computer and computer related technologies utilising telecommunications networks. This is evident by the significant changes that have taken place in the telecommunications sector. The liberalization process has brought about these changes and greater emphasis has been placed on ensuring the provision of modern telecommunication services at affordable prices. This process has enabled improved and diverse services, and enhanced the climate for facilitating and stimulating economic development in the sector.

Dominica enjoys a moderately well developed communications infrastructure, with a considerable amount of fibre optic and cable spread across the island well into both urban and rural areas. There remain, however, some areas without connectivity or access to desired services.

The telecommunications landscape in Dominica features the following companies:

- LIME -formerly Cable and Wireless (Dominica) Ltd. (the primary provider, offering fixed, mobile and internet services);
- Marpin 2k4 -formerly Marpin Telecoms and Broadcasting Ltd. (the second largest provider offering cable TV, dedicated leased lines/circuits (T1/E1), Frame Relay, and DSL);

- SAT Communications (providing cable services);
- Digicel -recently acquired Orange Dominica Ltd. (providing a full suite of mobile services).

Currently, the private sector in Dominica is active in communications, ICT training, and hardware/software sales and services. MSMEs receive some support from public and private institutions; however, the level of support is still inadequate. There is very little formal training available to MSMEs on the use of ICTs in business operations however general information has become more readily available with the introduction of the various Government programmes.

There is a need to assist Dominica's MSMEs in the effective utilization of ICTs for the development and growth of the core business as well as expansion into the provision of ICT services. In addition, there is a distinct opportunity to utilize ICTs to improve Dominica's competitiveness in regional and international markets.

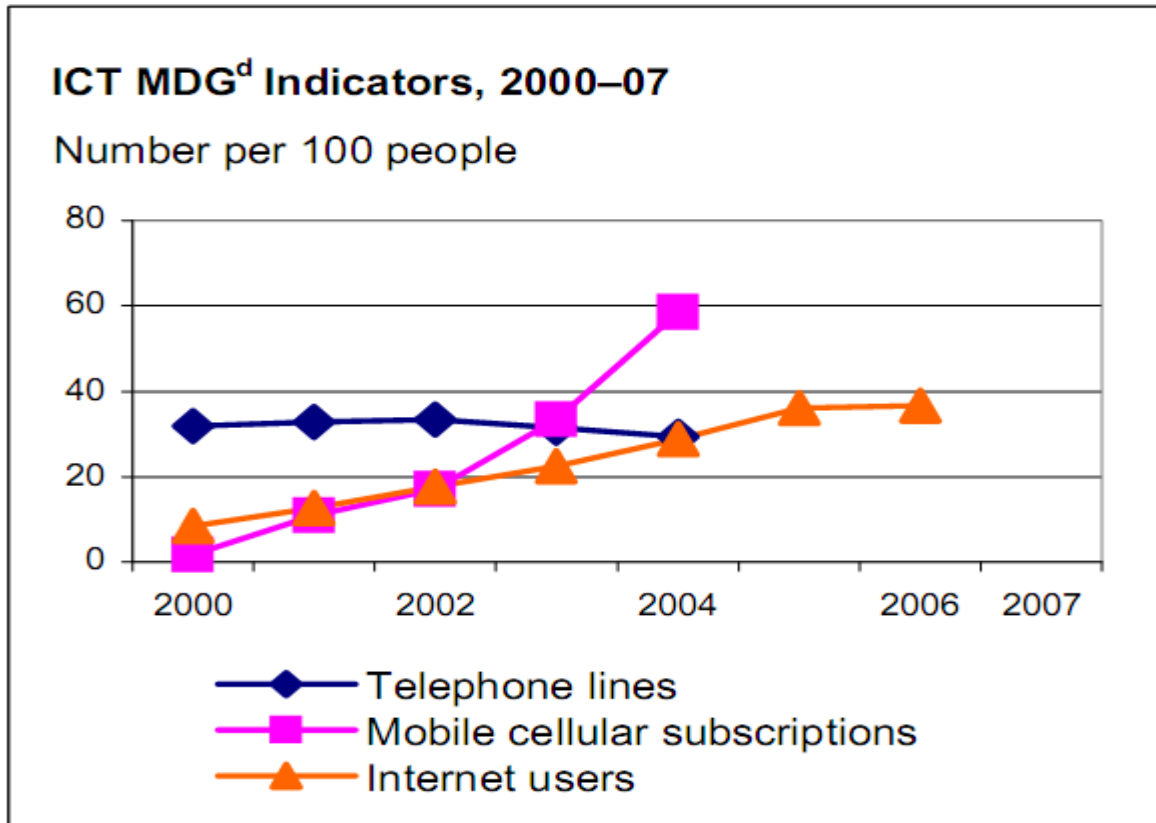
The SFA 2005 Information and Communication Technologies Development Programme (ICTDP) supports development of alternative economic activities in the agricultural and other productive sectors through various elements.

1.4 Current state of affairs in the relevant sector

A website is an inexpensive business tool that serves a purpose for both businesses and clients. It is an online identity of a company and an inexpensive way to advertise. It is the responsibility of a website is to represent a company, sell a company's name, attract more visitors, generate more business leads, promote more sales of company's products and services, and ultimately help to gain more return on investment. Websites make strong impact on the image of companies. It is a gateway to exploring business opportunities worldwide.

The Dominican public have embraced the use of technology over the past ten years as new ways of communicating have become more readily available. The internet has become more and more popular with the Dominican public with the introduction of affordable internet services. The importance of a successfully established and managed website for business is now more self-evident. Studies over the last few years reveal that the internet has already surpassed newspapers and yellow pages for information and research regarding companies, products, and services. Between 2008 and 2009 there have been a few online newspapers, which have brought both the local population and Diaspora into closer contact by bridging the communication gap.

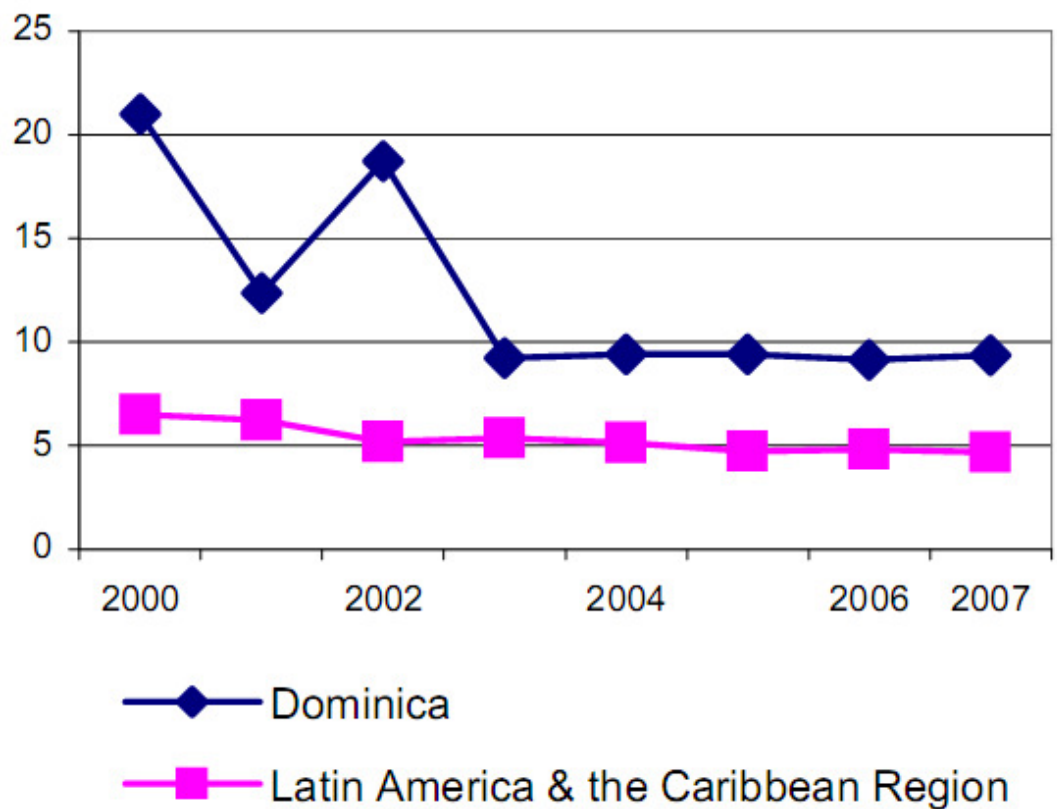
In 2001, recognizing the need to assist impoverished nations more aggressively, UN member states adopted the Millennium Development Goals (MDGs). These MDGs aimed to spur development by improving social and economic conditions in the world's poorest countries while developing countries still develop. The following table shows Dominicans positive response to technology.



ICT contributes 9% of all service exports in Dominica. The development of this sector is constant as there is a swift move away from the more traditional Agricultural sector. This is significant as the average exports of the rest of the region is half the percentage of Dominica. This could indicate that the population is more willing and able to adapt to the many ICT innovations, which is rapidly changing the way business is conducted globally. There seems to be a total integration of the world markets into one big melting pot with the adoption of the internet as a major form of communication in the world. All businesses now can realize the opportunities that this Technology Revolution may bring to them.

ICT Service Exports, 2000–07

Percentage of total service exports



Currently, the MSMEs do not receive Technical Assistance (TA) packages that involve the development of websites for the individual firms. Thus, this Terms of Reference was developed as a guidance document for the development of dynamic websites, registration of domain names and search engine optimization (SEO) for selected Business Gateway clients and implementing partners.

1.5 Related programmes and other donor activities:

The Government of Dominica is currently developing and promoting the use of Information and Communications Technologies as a strategy for achieving economic competitiveness. The Government of Dominica, in May 2007, received seventeen million dollars (XCD\$17 000 000.00) from the European Union to facilitate the creation of its IT sector in the implementation of its Information and Communications Technology (ICT) Development Programme. The main objective was to support diversification by the further development of alternative economic activity in agriculture and other productive sectors.

The Contracting Authority for the ICT Development Programme is the Ministry of Housing, Lands, and Telecommunications. The programme got underway in October 2007.

The resources from the European Union's Special Framework of Assistance SFA 2005, the ICT Development Programme is intended to infuse new dynamism in the key drivers of growth in the economy, namely, tourism, agriculture, services, manufacturing, and education using Information and Communication Technologies.

The implementation of the ICT Development Programme is an effort by Government to realise its goal of building a knowledge-based economy in Dominica and further integrate Dominica in the global economy. It is also an essential component of its strategy to diversify the economy after decades of over-dependence on one sphere of economic activity, namely, agriculture, for the island's economic survival.

As part of the National ICT Programme funded under SFA2005, the EU also provided funding for the establishment of a National E-business Incubator Programme being implemented by the University of Technology in Jamaica through a Grant Contract.

UNDESA/CARICAD Technical and Advisory Support Facility on E-Government have undertaken e-readiness assessment and a comprehensive computer-based (CD-Rom) e-readiness instrument have also been prepared by UNDESA. Under the Canadian International Development Agency (CIDA) funded Eastern Caribbean Economic Management Programme (ECEMP), Standardized Integrated Government Tax Administration Systems (SIGTAS) was introduced and is used to manage the collection of taxes by the Inland Revenue Department. World Bank Growth and Social Protection Technical Assistance Project aims to make the public sector more efficient and effective and the

Caribbean Open Trade Support Project (COTS) funds Technical Assistance for activities towards strengthening the enabling environment in Dominica for Private Sector Development.

Furthermore, under the EU funded SFA 2004 Business Gateway Programme, MSMEs will be targeted through an innovative programme of business support services administered through a “Business Gateway.”

12. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1 Overall objective

The overall objective of this contract is as follows:

- To develop/build and operationalize Eleven (11) dynamic Content Management system (CMS) websites for selected clients under the Business Gateway Programme falling under the Manufacturing, Services and Agricultural Export sectors,
- To setup Eleven (11) individual accounts for each client with GoDaddy where their domain names and hosting packages will be utilized,
- To optimize the Eleven (11) selected clients’ websites through Search Engine Optimization (SEO) programming techniques.

2.2 Purpose

The purposes of this contract are as follows:

- To develop Eleven (11) dynamic websites using a widely accepted open-source content management system,
- To increase the awareness of the businesses through online promotion and marketing,
- To train the selected clients to fully utilize the features of the websites.

2.3 Results to be achieved by the Consultant

The following are the expected results to be achieved by this consultancy:

- At least Eleven (11) content management websites developed in Joomla! and operationalized,
- At least Eleven (11) websites optimized using Search Engine Optimization programming techniques.
- At least two (2) staff members of each client firm trained to be able fully utilize the features of their websites without the need for further web development training.

13. ASSUMPTIONS & RISKS

3.1 Assumptions underlying the project intervention

- The existence of the necessary local institutional capacity in the form of staff to absorb the training and facilitate the effective management of the websites,
- That staff will very co-operative and will participate in the training programme.

3.2 Risks

- The availability of the staff with the capacity and requisite skills necessary to benefit from the training;
- The availability of all required information from the clients and partners for the execution of this intervention;
- The availability of relevant Information Technology structure to execute this project;

14. SCOPE OF THE WORK

4.1 General

Project Description

DEXIA, the beneficiary of this grant contract is mandated to facilitate export development. Thus, in order to achieve its directive, DEXIA through The Business Gateway Programme seeks to develop and strengthen the competitiveness and productivity of selected firms through

website development. When developed, the established websites will provide excellent promotion and marketing opportunities for these clients.

There are two types of website design; static and dynamic website design. Static is based on simple HTML code and dynamic is developed with advanced and sophisticated technologies based on the information provided in a database. Dynamic websites are becoming the de facto norm these days. Apart from its beauty and diverse applicability, it gives the ease of quick and self-information updating facility to site administrator without being proficient technically. Staff will be trained in updating these sites without the need to hire dedicated webmasters for each client.

Dynamic websites can be used for various applications, whereby from login pages, company employees can login to update and report data directly in and from the project's database. One can opt to go for a dynamic website, which will automatically change the content based on changes to the business, like stock items, stock status, prices, important messages, news, articles, services and more.

This project/consultancy will be executed in these three (3) phases;

1. Content Management Website development,
2. Domain name (URL) registration,
3. Search Engine Optimization.

- **Content Management Website development**

There are approximately 970 millions Internet users, 15% of the world's population. Internet marketing now opens up ideal export opportunities for Dominican businesses. Websites have no boundaries as far as place, region, or country is concern. In some export markets, we have witnessed significant reduction in the volume and value of exports and a decline in the number of traders. To this end, this project will seek to enhance the competitiveness of businesses that look to export through establishment of websites for a number of clients.

A total of ten (11) Content Management System (CMS) websites will be built for selected clients of the Business Gateway. The CMS of choice will be Joomla! (version 1.5.14). It is the most frequently used CMS, according to The 2008 Open Source CMS Market Share Report, by Ric Shreves, published by water & stone. It is followed by Drupal and Wordpress. Joomla! is also a finalist in the "Hall of Fame" and "Best Open Source PHP CMS" Awards sponsored by Packt Publishing 2009.

The web development solution will be custom and based on each client's unique goals, objectives, and target audience. This means that through interactive design and development process, the end-results will function and feel like no other while keeping within each client's unique image/concept. All websites must be acceptable to the clients and the Business Gateway.

All websites should be composed of at least;

- a direct link to the home page,
- a direct link to the client's contact information and company bio,
- a direct link to a terms of use page,
- basic modules like login, calendar, event registration, guest book, photo gallery, etc (where applicable and requested by the client and/or the Business Gateway),
- a direct link to The Business Gateway and DEXIA,
- an acknowledgement of the funding for the website through the Business Gateway Project by the European Union and the Government of Dominica,
- any other applicable elements that would normally appear based on the specific industry standard.
- **Domain name (URL) registration**

Choosing the right domain name is very important to the traffic, credibility, and professionalism of a business on the worldwide web. An easy to spell domain name which is easy to remember and easy to type is essential. The name should be kept as short as possible. It does no good to have a website, if no one can find the business because the domain name is too difficult to spell.

The right extension for your domain name should also be chosen. There are several options available when registering a domain name including .com, .net, .org, .biz, and some other rarely used extensions. Unless the client is a non-profit, only choose a .com extension for your domain name. The reasons for this are very simple. When people go to search for a website, they assume it is a .com. If you have any other extension, they will end up at the wrong website. The other reason to have a .com extension is that search engines will search first for a .com website. For example, a browser will look for dasheenfactory.com before it looks for dasheenfactory.net.

A unique name becomes incredibly important. Eleven (11) domain names (URLs) will be registered for a selected clients and partners of the Business Gateway Programme. Selecting the right domain name is one of the most important decisions a business can make. Both the clients and the Business Gateway must approve all domain names.

- **Search Engine Optimization**

Choosing the right domain name (URL) is very important when considering your search engine optimization (SEO) strategy. A domain name is the name of your web site. Search engines give a lot of weight to websites with the right keywords in them. In fact, some web sites have a hold on top search engine results spots simply because their domain name has the right keywords. In very competitive markets, the domain name is one of many factors in SEO. In fact, the name chosen by a business can affect its the long-term success. Ten (10) (CMS) websites will be Search Engine Optimized (SEO) for the selected clients and partners of the Business Gateway Programme. A list of all keywords utilized according to website must be submitted to and approved by the Business Gateway.

Geographical area to be covered

Rural, urban and city areas of the Commonwealth of Dominica

Target groups

- a) Selected clients and their staff

Company Name	Sector	Contact Person & Tel. #	Physical Address	Company Status
Career Development Center	Service	Vanessa Prevost - 440-5750 /448- 5832/275-2824	2 nd Floor Prevost Cinmall Roseau	Existing
Higher Levels	Service	Jemmal Esprit - 440-6235/ 614- 8922 / 276-6599	Fortune, Roseau	Start-up
Deux Riviere Tourism Project	Service	Kelvin John - 265-2964	Paix Bouche	Existing
Ronnie's Magic Garden	Service	Ronnie Harper - 445-8278 / 265-9673	Dam, Marigot	Existing
Youth Cartel	Service	Delbert Paris - 615-8562	Weirs, Marigot	Start-up
Caribbean Agro Processors Ltd	Manufacturing	Patrick Defoe – 445-7001/ 615-5192	Eden's Road, Wesley	Existing
Sustainable Earth	Manufacturing	Herve Nizard - 275-4403	Laplaine,	Existing

Green Ventures	Manufacturing	Sharon Jones - 275-1804	31 Cork Street, Roseau	Existing
Olive's Everfresh	Agriculture Exports	Olivia Ferreira - 276-4187 / 449-7304	Canefield	Existing
Dominica Organic Agriculture Movement	Agriculture Exports	Donna Klarin - 615-5813 / 449-0421	14 Great Marlborough St., Roseau	Existing
Alkebulan Farm	Agriculture Exports	Dr. Irving Pascal- 235-6565	Concorde	Existing

4.2 Specific activities

The consultant will undertake the following:

- a) Development of at least Eleven (11) websites for the selected clients of the Business Gateway Programme
- b) The optimization of at least Eleven (11) websites for the selected clients of the Business Gateway Programme within the development of the website
- c) The presentation/demonstration of the Eleven (11) websites of the selected clients of the The Business Gateway

4.3 Project Management

4.3.1 Responsible body

The Business Gateway Programme Management Unit will be responsible for managing this contract.

4.3.2 Management Structure

The Programme Manager of The Business Gateway programme Management Unit will be responsible for the implementation of this contract. However, the beneficiary's (DEXIA) General Manager who has the overall management responsibility for the contract will sign the contract.

4.3.3 Facilities to be provided by the Contracting Authority and/or other parties

Not Applicable

15. LOGISTICS AND TIMING

5.1 Location

Consultancy will occur in Roseau, Commonwealth of Dominica.

5.2 Commencement date & Period of performance

The intended commencement date is January 18th 2010 and the period of performance of the contract will be twelve (12) weeks from this date. Please refer to Articles 4 and 5 of the Special Conditions for the actual commencement date and period of performance.

16. REQUIREMENTS

6.1 Personnel

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 expert 1: Team Leader – Lead Website Designer

Qualifications and skills

- An Associates Degree in Information Technology, Management Information Systems, Computer Information Systems, Computer Science, or any closely related field or formal training in website development.

General professional experience

- Should have over 5 years in website and consultancy experience involving the training of clients in the utilization of a Content Management System (preferably Joomla!)
- Should have knowledge and experience working with the Agri-business, manufacturing and Service-based firms.

Specific professional experience

- Should have developed websites using Joomla!
- Should have executed Search Engine Optimization(SEO)
- Should have Information Technology(IT) project management experience

Key expert 2: Website Designer

Qualifications and skills

- Should have basic HTML programming and database management skills

General professional experience

- Should have at least 3 years in website development

Specific professional experience

- Should have experience in the development of e-commerce websites

Other experts

The Consultant shall select and hire other experts as required according to the profiles identified in the Terms of Reference. These profiles must indicate whether they are to be regarded as long-term/short-term and senior/junior so that it is clear 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.

Support staff & backstopping

The consultant will take up all necessary actions to ensure that all supporting and backstopping mechanisms will be put in place prior to the development of the websites and training workshop.

6.2 Office accommodation

The Consulting firm will be responsible for providing their own office space.

6.3 Facilities to be provided by the Consultant

The Consultant shall ensure that experts are adequately supported and equipped. In particular, it shall ensure that there is sufficient administrative, secretarial, and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the Consultant is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium member a fixed percentage of the work to be undertaken under the contract should be avoided.

6.4 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 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.

6.5 Incidental expenditure

The Provision for incidental expenditure covers the ancillary and exceptional eligible 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 in Annex V of the contract. It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, to be undertaken as part of this contract. If applicable, indicate if the provision includes costs for environmental measures, for example C02 offsetting.

- The Provision for incidental expenditure for this contract is (EC \$3,120) Eastern Caribbean Three Thousand One Hundred Twenty Dollars. 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 must not exceed the per diem rates published on the Web site:

http://ec.europa.eu/europeaid/work/procedures/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 further pre-financing instalments if any and/or interim payments if any.
- The Provision for expenditure verification for this contract is (EC \$2,000) Eastern Caribbean Two Thousand Dollars. This amount must be included without modification in the Budget breakdown.

The Provision for incidental expenditure covers the ancillary and exceptional eligible expenditure incurred under this contract.

17. 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 firms identified and a work plan for implementation. A final report must be submitted two (2) 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 (2) weeks before the end of the period of execution of the contract.

7.1.1 Schedule for reports

and outputs		
Name of Report/Output	Content	Time of Submission
Inception Report	Work Programme for implementation	Two (2) weeks after start of contract
Monthly reports	Progress reports should include activities undertaken and planned activities;	To be submitted by the 15 th of every month.
Website Design	Draft Websites for the targeted firms	To be submitted for review by the PMU by the end of month two (2) of the consultancy.
Website Operational	Final Websites for the targeted firms with domain name registration and operational	To be submitted by the end of month three (3)
Report on Training	Numbers of persons trained; method of Training and the content of Training	To be submitted by the 25 th day of the third and final month of the project;
Final Report	A summary of the monthly reports and the activities and achievements undertaken. The report should show whether the objectives and purpose set	To be submitted by the end of month three (3) of the consultancy.

	out in the Terms of Reference have been achieved;	
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Please refer to Article 26 of the General Conditions. There must be a final report, a final invoice, and the financial report accompanied by an expenditure verification report at the end of the period of implementation of the tasks. The consultant will prepare a final report within (2) weeks of the training. The report will make reference to key findings, follow up activities and recommendations.

Each report shall consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, of the incidental expenditure and of the provision for expenditure verification.

7.2 Submission & approval of progress reports

Two (2) copies of the final report referred to above must be submitted to the Project Manager identified in the contract. The final report must be written in English. The Project Manager is responsible for approving the final reports.

18. MONITORING AND EVALUATION

8.1 Definition of indicators

A first draft of the website should be submitted by the consultant two (2) months after the signing the contract. The Business Gateway Programme Management Unit (PMU) should give feedback within one (1) week and the final Website should be submitted within (1) one month after the review by the Business Gateway PMU.

At the end of the consultancy, the consultant would be expected to present websites with domain name, registered and operational for The Business Gateway client firms.

8.2 Special requirements

All websites must be launched within two weeks of the training workshop for all selected clients.

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 Logframe

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/multimedia/publications/publications/manuals-tools/t101_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

Circulation restricted to the Contracting Authority and the author of the document to protect the individual and privacy and commercial and industrial secrecy

Professional experience

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

Other relevant information (e.g., Publications)

² The Contracting Authority reserves the right to contact the reference persons. If you can not provide a reference, please provide a justification.

Budget Breakdown

	Notes	Estimated number of working days	Fee rate (EC \$ per working day)	Amount
				EC
<i>FEES (including overheads):</i>	1			
<i>Key experts</i>	2.4			
- Team leader				-
- Senior experts				-
				-
<i>Non key experts</i>	3.4			-
- Senior experts				-
- Junior experts				-
				-
				-
				-
				-
				-
				-
<i>Total fees (including overheads)</i>				-
<i>PROVISION FOR INCIDENTAL EXPENDITURE:</i>	5			3,120
<i>PROVISION FOR EXPENDITURE VERIFICATION</i>	6			2,000
				74,250
MAXIMUM CONTRACT VALUE				74,250

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 Expert who is defined as instrumental in the Terms of Reference and who are subject to evaluation as part of the tender.

3 Expert who is not defined as instrumental in the Terms of Reference and who is approved by the Project Manager by administrative order.

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 bankcharges.
- 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 air travel must be by economy class while long distance train travel may be by 1st class. The provision shall cover costs for CO2 offsetting of air travel, to be achieved by supporting CDM/Gold Standard projects as part of the

supporting (evidence should be included documents) or through airplance company programmes when available.

- the subsistence paid to experts on missions requiring an overnight stay away from the normal place of posting 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.

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



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/tiers_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⁾

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.



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"/>		
	<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

Contract title :	WEBSITES DEVELOPMENT	Reference :	DOM/SFA 04/BG/GC-1/WEBSITES DEVELOPMENT/ SER/15
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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)?	(signed by each consortium member, if	Language as required?	Economic & financial capacity?	Professional capacity? (OK/a/b/...) ³	Technical capacity? (OK/a/b/...) ²	Organisation & methodology exists?	Key experts (list + CVs)?	Key experts are present in only one tender as key experts?	signed statements of exclusivity &	Sub-contracting statement acceptable?	Overall decision? (Accept / Reject)
1																
2																
3																
4																
5																
6																
7																
8																

Chairperson's name	
Chairperson's signature	
Date	

³ 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	15
Strategy	15
Timetable of activities	10
Logframe	10
Total score for Organisation and methodology	50
Key experts	
<Key expert 1> (Max 32 points)	
Qualifications and skills	7
General professional experience	7
Specific professional experience	18
<Key expert 2> (Max 18 points)	
Qualifications and skills	3
General professional experience	5
Specific professional experience	10
Total score for Key experts	50
Overall total score	100

How to use this evaluation grid: The categories to be used to assess the Organisation and Methodology (ie, Rationale, Strategy and Timetable of activities) and each of the key experts (ie, Qualifications and skills, General professional experience & Specific professional experience) may be modified as required and the division of scores must be adapted according to the requirements of the specific tender procedure.

The number of key experts must correspond to the number of key expert profiles identified in the Terms of reference and should not exceed 4 key experts.

The Evaluation Committee must evaluate tenders on the basis of the maximum scores notified to tenderers using this template. These maximum scores cannot be modified after the deadline for informing potential tenderers of any clarifications.

Please remember to delete the highlighted text in the final version of the evaluation grid for a specific tender procedure.

CONTRACT COVER



(DOM/SFA 04/BG/GC-1)

**The Business Gateway
Special Framework of Assistance**

CONTRACT TITLE: WEBSITES DEVELOPMENT

Identification number DOM/SFA 04/BG/GC-1/ WEBSITES DEVELOPMENT/ SER/15

SERVICE TENDER SUBMISSION FORM

Ref: DOM/SFA 04/BG/GC-1/WEBSITES DEVELOPMENT/SER/15

CONTRACT TITLE: WEBSITES DEVELOPMENT, COMMONWEALTH OF DOMINICA

One signed of this tender submission form (including 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. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

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

	Name(s) and address(es) of legal entity or entities submitting this tender	Nationality ¹
Leader ²		
Member ²		
Etc ...		

e) 2 CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
E-mail	

f) 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	2 years before last year €	Year before last year €	Last year €	Average⁴ €	This year €
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)					

g) 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 contract⁹	Overall	Total for fields related to this contract⁹	Overall	Total for fields related to this contract⁹
Permanent staff ¹⁰						
Other staff ¹¹						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

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h) 5 FIELDS OF SPECIALISATION

Please use the table below whose objective is to indicate the relevant specialisms related to this contract of each legal entity making this tender, by using the names of these specialisms 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 specialisms in which the legal entity has significant experience. **Maximum 10 specialisms.**

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

i) 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 years¹³ 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) ¹⁴	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end)	Name of consortium members, if any
...
Detailed description of project						Type of services provided		
...						...		

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j) 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.

k) 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 would prefer to receive payments under this contract in Eastern Caribbean Dollars.

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/EDF.

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	

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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>

<Name and address of the Contracting Authority - see points 7 of the Instruction to tenderers >

Your ref: < reference >

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** (
- agree to abide by the ethics clauses in **Section 2.4.14 of the Practical Guide to contract procedures for EC external actions** and, in particular, have no 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 tasks;
- fully recognise and accept that we may be excluded from tender procedures and contract in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2% to 10% of the total value of the contract being awarded. This rate may be increased to 4% 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/EDF 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.

Yours faithfully,

<Signature of authorised representative of the legal entity >

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

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Statement of exclusivity and availability^{xv}

§

Ref: DOM/SFA 04/BG/GC-1/ WEBSITES DEVELOPMENT/SER/15

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer “The business Gateway” 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	Availability
Monday January 25 th 2010	Monday April 19 th 2010	

I confirm that I will not be engaged as key expert in another EC/EDF-funded project or any other professional activity incompatible in terms of capacity and timing with the above

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/EDF.

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/EDF and that the notification of award of contract to the tenderer may be rendered null and void.

Additionally I declare that I am not in a situation of conflict of interest and commit to inform the Contracting Authority of any change in my situation.

Name	
Signature	
Date	

¹ Country in which the legal entity is registered.

² Add / delete additional lines for consortium members as appropriate. **Note** that a sub-contractor is not considered to be a consortium member for the purposes of this application form. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this application 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).

³ if this tender is being submitted by a consortium please add lines as required and indicate to which entity the data belongs. Last year = last accounting year for entity

⁴ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three 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.
- ⁸ if this tender is being submitted by a consortium, please add lines as required and indicate to which entity the data belongs.
- ⁹ corresponding to the relevant specialisms identified in point 5 below.
- 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).
- 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).
- ¹³ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.
- ¹⁴ Effect of inflation will not be taken into account.

