



ORGANISATION OF EASTERN CARIBBEAN STATES

Export Development Unit (EDU)

Financial Center, 4th Floor, P.O. Box 769, Roseau, Commonwealth of Dominica
Tel.: (767) 448 2240 Fax: (767) 448 5554 E-mail: oeccsedu@cwdom.dm oeccsundp@cwdom.dm

CALL FOR TENDERS

THE DIAGNOSTIC REVIEW AND ANALYSIS

OF OECS EDU CLIENTS IN THE ARTS & CRAFTS SECTOR

The overall objective of this consultancy is to conduct an Audit of the Arts & Craft Sector in the OECS, through a diagnostic review and analysis of the sector, establishing the present status of that sector; developing a technical assistance plan and a strategy for the increase competitiveness of the products and identification of potential markets.

- Place:** Anguilla, Antigua, Tortola-BVI, Dominica, Grenada, Montserrat, St. Kitts & Nevis, St. Lucia, and St. Vincent.
- Global Budget:** EC\$ 105,100.00
(Budget includes consultant fees, airfares and per diem and associated costs)
- Target Beneficiaries:** The EDU Client companies in the Arts & Crafts Sector.
- Date of Tender Submission:** **July 12, 2010 at 4:30 pm**
- Timeframe for Delivery:** The consultancy is expected to be conducted over a period of three (3) months from commencement date of July 26, 2010 and is expected to be completed by November 5, 2010.
- No. of Participants:** A total of 70 clients of the OECS EDU in the nine member states are expected to participate in the Audit.
- No. of Experts:** Two (2) experts.
- Expertise required:** The individual(s) conducting the consultancy should possess at a minimum a Bachelor's Degree in Business Management/Accounting/Finance/Marketing or related field or post graduate studies in related field; have experience in consultancy work of a similar nature; knowledge and experience in the Arts & Craft Sector and/or design knowledge would be an asset.



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The consultancy should include but not be limited to the following:

- Conduct a diagnostic review and analysis of EDU clients in the Arts & Crafts Sector to determine the sector's current status and contribution to the economies of the OECS. The diagnostics review to include the following:
 - i. Conduct Financial Assessment – In-plant assessment and evaluation of the firm's bookkeeping & Accounting, and Credit and Collection procedures;
 - ii. Conduct Sales and Marketing Assessment – Pricing Structure, Market Research, Market Planning and sales Management;
 - iii. Conduct Production and Operational Assessment – Staffing, Inventory Management, Plant Layout, Process Flow; Standards / & Certification;
 - iv. Conduct Management and Leadership Assessment – Planning Procedures, Decision Making, Executive Supervision, and Job Training;
 - v. Conduct Strategic Planning Assessment to include Company Policies, Profitability, Sales Growth,
- Conduct visits and interviews (in plant and via the telephone) with OECS EDU Clients in the Arts and Crafts sector with a view to identifying the clients' needs, expectations, major constraints, existing challenges and opportunities.
- Conduct meetings with key stakeholders.
- Research constraints facing the sector to include: raw material availability; imported inputs; shipping; packaging; product treatment & certification; etc.
- Research the trade industry - defining the current market for the craft products (high end products, mass production, etc.).
- Identify potential markets for the OECS arts and craft products.
- Prepare a country report (national focus) for each of the nine (9) OECS islands detailing the findings from the assessment and evaluation of the sector in that country; providing recommendations and an action plan for the growth and development of the sector.
- Develop a technical assistance plan for the sector (regional focus – OECS) geared at targeted areas of needs.
- Develop a 5-year strategic plan for the sector (regional focus - OECS) which should include details from the findings of the diagnostic review; findings from meetings, plant visits, and telephone calls; the analysis and status of the sector in general; and the contribution of the sector to the economies of the OECS. The plan should provide recommendations geared towards increasing the sector's competitiveness and access to markets.

Outputs:

- Nine (9) Country Reports with action plans prepared and delivered;
- A Technical Assistance Plan geared towards providing support to the firms developed and delivered;
- A Strategic Plan for the OECS Arts & Craft Sector for the next 5 years developed and delivered.

Note: All Reports should be sent to EDU in two (2) formats: 2 printed and 1 electronic copy.

Please submit the following:

- a. CV of consultant(s)
- b. Company Portfolio website samples or references
- c. A cost proposal which includes professional fees, preparation costs and travel related costs for the consultant only.



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The full tender dossier is available at www.oecs.org/edu/publications.

May 17, 2010.

Our ref: 9th EDF PE3 EDU # 3

< Candidate number > < Lot number _____

Dear <Contact name>

INVITATION TO TENDER FOR

“The diagnostic review and analysis of OECS EDU clients in the Arts & Craft Sector in all nine (9) member territories”

Location: Anguilla, Antigua, The BVI (Tortola), Dominica, Grenada, Montserrat, St. Kitts & Nevis, St. Lucia, and St. Vincent & the Grenadines.

I am pleased to invite you to take part in the open tender 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 (To be submitted by the tenderer as the Financial offer using the template provided)



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VI. Special Conditions

VII. Forms and other relevant documents

C. Other information:

- I. Administrative compliance grid
- II. 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/index_en.htm.

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.

Yours sincerely

Vincent Philbert
Head of Unit

PUBLICATION REFERENCE: 9th EDF PE3 EDU # 3

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/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. Timetable

	DATE	TIME*
Site visit (if any)	Not applicable	Not applicable
Information meeting (if any)	Not applicable	Not applicable
Deadline for request for any clarifications from the Contracting Authority	June 21, 2010	4:30 pm
Last date on which clarifications are issued by the Contracting Authority	July 1, 2010	-
Deadline for submission of tenders	July 12, 2010	4:30 pm
Interviews (if any)	Not applicable	-
Completion date for evaluation of technical offers	July 16, 2010	-

List of key experts

Notification of award to the selected tenderer	July 21, 2010	-
Contract signature	July 23, 2010	-
Commencement date	July 26, 2010	-

* All times are in the time zone of the country of the Contracting Authority

^a Provisional date

2. Participation and sub-contracting

- a) Participation in this tender procedure is open;
- b) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the conditions mentioned in Section 2.3.3 of the **Practical Guide to contract procedures for EC external actions**. Should they do so, they may be excluded from tender procedures and contracts in accordance with the Section 2.3.4 of the **Practical Guide to contract procedures for EC external actions**.
- c) Tenderers which have been guilty of making false declarations may 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 five years of the first infringement.
- d) Tenders should be submitted by the same service provider or consortium which has submitted the application form on the basis of which it was short-listed and to which the letter of the invitation to tender is addressed. **No change whatsoever in the identity or composition of the tenderer is permitted** unless the Contracting Authority has given its prior approval in writing;
- e) Short-listed service providers or consortia are not allowed to form alliances with any other firms or to sub-contract to each other for the purposes of this contract;
- f) **Sub-contracting is not allowed.**

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 4.1, 4.2 and 7 will constitute a formal error and may result in the rejection of the tender.

4.1 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.

Any 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 must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work on any other contract or tender.

If a key expert has been proposed as key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be subject to exclusion from other EC/EDF- financed contracts.

In cases where a key expert will not be available at the expected start of his/her activities, the corresponding tender may be rejected and the expert concerned will be excluded from this tender and might be subject to exclusion from other EC/EDF- tenders and contracts

List of key experts

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) A completed **Financial Identification form** (see Annex VI of the draft contract) to nominate the bank account into which payments would be made in the event that the tender is successful. (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the financial identification form either its financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime)
 - d) The **legal entity file** and the supporting documents (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the legal entity file and its supporting documents either its legal entity number or a copy of the legal entity file provided on that occasion, unless a change in its legal status occurred in the meantime.)
 - e) 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.]

List of key experts

- (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.

- (4) Tenderers must provide the following documents in the case of the key experts proposed:

- a copy of the diplomas mentioned in their CVs,
- a copy of the employers' certificates or references proving the professional experience indicated in their CVs.

Only diplomas and experience-periods with documented proofs will be taken into account.

(5) 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. The documentary proof or statements may be in original or copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request.

If the nature of your entity is such that it cannot fall into one or more of the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the candidate or tenderer shall declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his/her situation have occurred.

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

A diskette 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.

4.2 Financial offer

The Financial offer must be presented as an amount in Eastern Caribbean Currency and must be submitted using the template for the global-price version of Annex V of part B of this tender dossier. The electronic version of this document "B8 - Budget for a global-price contract" can be found on the Web site http://ec.europa.eu/europeaid/work/procedures/index_en.htm. The global price must not be broken down in any way.]

A diskette 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.

Tenderers are reminded that the maximum budget available for this contract, as stated in the procurement notice, is **EC\$105,100.00**. Payments under this contract will be made in **Eastern Caribbean Currency**, 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.

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. In exceptional cases, before the period of validity expires, the Contracting Authority may ask tenderers to extend the period for a specific number of days, which may not exceed 40.

The selected tenderer must maintain its tender for a further 60 days. The further period of 60 days is added to the validity period irrespective of the date of notification.

6. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough to avoid candidates 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 short-listed candidate, provides additional information on the tender dossier, it must send such information in writing to all other short-listed candidates 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 publication reference and the contract title:

Vincent Philbert
Head of Unit
4th Floor Financial Center

List of key experts

**Kennedy Avenue, Roseau
Dominica
Fax
E-mail : jlaudat@oecs.org**

N°

-

767-448-5554

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 **July 1, 2010**.

No information meeting is foreseen.

No site visit is foreseen.

7. Submission of tenders

Tenders must be submitted in such that they are **received** on or before **July 12, 2010 before 4:30 pm**. They must include the requested documents in clause 4 above and be submitted:

- **EITHER** by recorded delivery (official postal service) to :

**Vincent Philbert
Head of Unit
4th Floor Financial Center
Kennedy Avenue, Roseau
Dominica
Fax N° - 767-448-5554**

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

**Vincent Philbert
Head of Unit
4th Floor Financial Center
Kennedy Avenue, Roseau**

List of key experts

Dominica
Fax N° - 767-448-5554

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 (i.e., **9th EDF PE 3 EDU # 3**);
- 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. Alteration or withdrawal of tenders

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

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with Clause 7. The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

9. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender shall be reimbursable. All such costs shall be borne by the tenderer. In particular, if proposed experts were interviewed, all cost shall be borne by the tenderer.

10. Ownership of tenders

List of key experts

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

11. Evaluation of tenders

12.1 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).

12.2 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 (ie, those which have achieved an average score of 80 points or more). Tenders exceeding the maximum budget available for the contract will be eliminated.

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.

12.3 Choice of selected tenderer

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

12.4 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.

12. Ethics clauses / Corruptive practices

- a) Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.

List of key experts

- b) The tenderer must not be affected by any conflict of interest and shall have no equivalent relation in that respect with other tenderers or parties involved in the project.
- c) The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.
- d) Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Community are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving European Community funds.
- e) The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

13. Signature of contract(s)

14.1 Notification of award

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

The successful tenderer shall 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 21. The documentary proof required is listed in section 2.4.12.1.3 and 2.4.12.1.4 of the Practical Guide.

If the successful tenderer fails to provide the documentary evidence of the financial and economic standing and the technical and professional capacity 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.

14.2 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.

List of key experts

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>.

14. 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 publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

15. 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.

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BACKGROUND INFORMATION

Beneficiary country

OECS member states; Anguilla, Antigua, Dominica, Grenada, Montserrat, St. Kitts & Nevis, St. Lucia, St. Vincent and BVI

Contracting Authority

OECS/Export Development Unit

Relevant country background

The overall development objective(s) of the Caribbean Trade and Private Sector Development Project (CTPSDP) under which this activity is funded is to contribute to the gradual integration of CARIFORUM and OECS countries into the world economy through regional economic integration and the strategic repositioning of the region's economies through private sector development and in turn to enhance regional economic growth and thus help to alleviate poverty.

Current state of affairs in the relevant sector

The Caribbean Trade and Private Sector Development Program (CTPSDP) establishes the rationale for the Programme as it cites the Cotonou Agreement and its main objectives of poverty reduction and sustainable development through actions that can generate economic growth and develop the private sector and increase employment. Its successor the Economic Partnership Agreement, more recently established between EU and Cariforum, gives further support to those objectives and the promotion of regional integration as it offers opportunities for access to the EU markets and innovation programmes.

Further a number of regional policy measures have been articulated in initiatives such as Cariforum Regional Integration and Development Strategy and the Caribbean Regional Indicative Programme that indicate actions that will address the expansion of the regional economic bases, the integration of an expanded regional space and the repositioning of the Caribbean on the global economy.

The Caribbean Single Market and Economy and the OECS Economic Union are most relevant actions in an advanced stage of implementation. It is in this context that the purpose of 9th EDF CTPSDP is of particular relevance as it focuses on private sector development and competitiveness and responds to the market opportunities and challenges that are emerging.

It is in this context that this training programme is geared to equip SMEs with the management skills required to effectively manage their business which will in turn strengthen capacity and competitiveness.

Related programmes and other donor activities:

The EDU has been delivering programmes to OECS companies jointly with the CDE and Proinvest in management, product development, product quality and safety and marketing. All these projects will directly complement activities proposed under this contract.

Linkages with other initiatives in trade and SME competitiveness being supported by USAID and CIDA in particular will be strengthened and synergies with the CTPSD Programme effected.

OBJECTIVE, PURPOSE & EXPECTED RESULTS

Overall objective

The overall objective of the project of which this contract will be a part is as follows:

To conduct an Audit of the OECS EDU clients in the Arts & Craft Sector, and to develop a technical assistance plan and strategy for the increase competitiveness of the products, including the identification of potential markets for the products.

Purpose

The purpose of this contract is as follows:

Conduct of diagnostic review of EDU clients in the Arts & Craft Sector in all nine of the OECS member territories to establish the present status of the sector; research on potential markets for the products, and development of a strategic plan which will provide the OECS/EDU with critical information in order to develop relevant programmes geared at increasing the competitiveness of the sector.

Results to be achieved by the Consultant

The results to be achieved are as follows:

- Produce nine (9) Country Reports in respect of all the OECS territories detailing the findings from the Diagnostic Review of the EDU Clients firms and the sector in general including action plans for the member territories.
- Develop a Technical Assistance Plan, which will be used to provide support to the firms.
- Develop a Strategic Plan for the Arts & Craft Sector in the OECS for the next 5 years;

ASSUMPTIONS & RISKS

Assumptions underlying the project intervention

Assumptions made:

- The clients of the OECS EDU are representative of the Arts & Craft Sector in the OECS and thereby the audit of the clients will provide information on the current status of the sector in general and will provide sufficient insight into the sector.
- Proper records are maintained by the EDU clients in the Arts & Craft Sector.

List of key experts

- The EDU clients in the Arts & Craft Sector will fully participate in the exercise and provide the consultant with all the necessary information required from the sector in a timely manner.

The achievement of targets is largely contingent on the assumptions listed, particularly the existence of a sound macro-economic framework of the sector and the full participation of client companies.

Risks

The risks associated with the intervention are as follows:

- Non approval of the EDU PE 3
- Lack of participation by the client firms.
- Lack of proper records held by client firms
- Major catastrophic natural disasters
- Sudden political or social instability,

SCOPE OF THE WORK

General

Description of the assignment

Conduct of diagnostic review of OECS EDU Arts & Craft clients and analysis of the Arts & Craft Sector in the OECS, and providing strategic direction for the sector.

The global budget quoted is EC\$ 105,100.00 which includes consultant fees, airfare and per diem and associated costs

Specific activities

The consultant (s) will be required to conduct diagnostic review of OECS EDU clients in the Arts & Craft Sector in all nine member territories of the OECS and develop nine (9) country reports of findings, a strategic plan and an action plan/technical assistance plan. The consultancy should include but is not limited to the following:

- Conduct an analysis and diagnostic review of EDU clients in the Arts & Crafts Sector to determine the sector's current status and contribution it is making to the economies of the OECS. The diagnostics review to include the following:
 - i. Conduct Financial Assessment – In-plant assessment and evaluation of the firm's bookkeeping & Accounting, and Credit and Collection procedures;
 - ii. Conduct Sales and Marketing Assessment – Pricing Structure, Market Research, Market Planning and sales Management;
 - iii. Conduct Production and Operational Assessment – Staffing, Inventory Management, Plant Layout, Process Flow; Standards / & Certification;
 - iv. Conduct Management and Leadership Assessment – Planning Procedures, Decision Making, Executive Supervision, and Job Training;
 - v. Conduct Strategic Planning Assessment to include Company Policies, Profitability, Sales Growth,
- Conduct visits and interviews (in plant and via the telephone) with OECS EDU Clients in the Arts and Crafts sectors with a view to identifying the clients' needs, expectations, major constraints, existing challenges and opportunities.
- Conduct meetings with key stakeholders.
- Research constraints facing the sector to include: raw material availability; imported inputs; shipping; packaging; product treatment & certification; etc.
- Research the trade industry - defining the current market for the craft products (high end products, mass production, etc.).
- Prepare a country report (national focus) for each of the nine (9) OECS islands detailing the findings from the assessment and evaluation of the sector in that country; providing recommendations and an action plan for the growth and development of the sector.
- Develop a technical assistance plan for the sector (regional focus– OECS) geared at targeted areas of needs.
- Develop a 5-year strategic plan for the sector (regional focus– OECS) detailing findings from the diagnostic review; findings from meetings, plant visits and telephone calls; the analysis and status of the sector in general; and the contribution of the sector to the economies of the OECS. The plan should provide recommendations geared towards increasing the sector's competitiveness and access to potential markets.

Project management

Responsible body

OECS/EDU will be responsible for managing the contract

Management structure

The Consultant hereby agrees to perform the services detailed in this contract under the direction of the Head of Unit of **OECS/EDU** and the **Business Development Officer** and any such other personnel who may be assigned;

Facilities to be provided by the Contracting Authority

Meeting facility and other logistic requirements

LOGISTICS AND TIMING

Location

EDU Offices, Roseau, Dominica

Commencement date & Period of implementation of tasks

The intended commencement date is **July 26, 2010** and the period of implementation of the contract will be **three (3) months** from this date. Please refer to Articles 4 and 5 of the Special Conditions for the actual commencement date and period of implementation.

REQUIREMENTS

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

List of key experts

Qualifications and Skills

Minimum - Bachelor's Degree in Business Management /Accounting /Finance /Marketing or related field or post graduate studies in related field; and experience in consultancy work of a similar nature;

General Experience

Experience in consultancy work of a similar nature,

Specific Experience

Experienced in the specific discipline as listed above in the qualification, and knowledge and experience in the Arts & Craft Sector and/or Design knowledge and skills would be an asset.

Key Expert 2

Qualifications and Skills

Minimum - Bachelor's Degree in Business Management /Accounting /Finance /Marketing or related field;

General Experience

Experience in consultancy work of a similar nature,

Specific Experience

Experienced in the specific discipline as listed in above in the qualification, and knowledge and experience in the Arts & Craft Sector and/or research work would be an asset.

Other experts, support staff & backstopping

CVs for experts other than the key experts should not be submitted in the tender. The Consultant shall select and hire other experts as required according to the needs. The selection procedures used by the Consultant to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

Cost for backstopping and support staff, as needed, are considered to be included in the financial offer of the tenderer.

Office accommodation

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.

The contracting authority will be responsible for the cost for meeting facility and other logistics.

Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country 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.

REPORTS

Reporting requirements

The consultant will submit the following reports in English in two original and one (1) electronic copy:

Final Reports A – Country Reports including an Action Plan for each of all the nine (9) member territories to be produced after completion of all the island's visits two weeks after the conclusion of the last visit. In the report, the consultant shall describe e.g. the events undertaken in the implementation of the activity and the findings and the constraints encountered in conducting the audit.

Final Reports B – A Technical Assistance Plan to equip the OECS EDU with pertinent information of areas of critical need by the sector, as well as identification of sources of assistance.

Final Reports C - A 5-year Strategic Plan providing the OECS EDU with clear guidance and direction for the sector in order to address the issues faced by the sector and to guide and facilitate the formulation of programmes towards enhancing the sector's competitiveness and market penetration.

The consultant is advised to proceed with his/her work also in absence of comments by the Contracting Authority to the final report.

Submission & approval of reports

The reports referred to above must be submitted to the Project Manager (Business Development Officer) identified in the contract. The Project Manager (Business Development Officer) is responsible for approving the reports; final approval will be made by the Head of Unit, OECS/EDU.

MONITORING AND EVALUATION

Definition of indicators

List of key experts

- The successful completion of the audit of the Arts & Craft Clients in all nine OECS member territory,
- The full participation of EDU client firms,
- The Business Development Officer's activity report.

Special requirements

Not applicable

ANNEX III: ORGANISATION & METHODOLOGY

To be completed by the tenderer

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.

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.

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.

List of key experts

- 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).

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/multimedia/publications/publications/manuals-tools/t101_en.htm).

List of key experts

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

Professional experience

Date from - Date to	Location	Company & reference person ¹ (name & contact details)	Position	Description

Other relevant information (e.g., Publications)

ANNEX V: BUDGET

Global price: XCD <amount>

¹ The Contracting Authority reserves the right to contact the reference persons. If you can not provide a reference, please provide a justification.

**SERVICE CONTRACT No 9th EDF PE 3 EDU # 3
FOR
EUROPEAN UNION EXTERNAL ACTIONS**

<Name and address of the Contracting Authority>
("the Contracting Authority"),

of the one part,

and

<Full official Name of the Consultant>

<Legal status/title>²
<Official registration number>³
<Full official address>
<VAT number>⁴, (“the Consultant”)

of the other part,

have agreed as follows:

SPECIAL CONDITIONS

(1) Subject

The subject of this Contract is The Diagnostic Review and Analysis of OECS EDU clients in the Arts & Craft Sector done in all nine OECS territories with identification number 9th EDF PE 3 EDU # 3 (“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 Union
- Annex II: Terms of reference [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit]
- Annex III: Organisation and methodology [including clarifications from the tenderer provided during tender evaluation]
- Annex IV: Key experts
- Annex V: Budget
- 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 Currency, is a **global price contract**. The contract value is in Eastern Caribbean Currency <amount>.

(4) Commencement date

The date for commencing implementation shall be <date/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 <number> months from the Commencement date.

² Where the contracting party is an individual.

³ Where applicable. For individuals, mention their ID card or passport or equivalent document - number

⁴ Except where the contracting party is not VAT registered.

(6) Reporting

The Consultant shall submit progress 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 Articles 7.8 and 20.7 of the General Conditions.

Global price contract:

Month		XCD
1	Pre-financing payment ⁵	30% of the contract value
2	Interim Payment on satisfactory completion and submission of nine (9) country reports including action plans	30% of the contract value
3	Balance – Final payment on satisfactory completion and submission of all reports, technical assistance plan and strategic plan	40% of the contract value
	Total	<Total contract value>

7.3. Payment and interest on late payment

By derogation from Article 29.3 of the General Conditions, once the deadline laid down in Article 29.1 has expired, the Consultant shall receive late-payment interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country,

on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline, and the date on which the Contracting Authority's account is debited. By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it shall be paid to the consultant only upon a demand submitted within two months of receiving late payment. The Member States are not entitled to late-payment interest.]

(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 Articles 5.3 and 7.8 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.

⁵ The consultant is not obliged to ask for pre-financing.

(10) Tax and customs arrangements

The provisions regarding tax and customs arrangements are laid down in Annex VI of the contract

(11) Dispute settlement

11.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of <specify> 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 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: Mr. Vincent Philbert
Title: Head of Unit – OECS/EDU
Signature:
Date:

Endorsed for Financing by the DRAO:

Name: Mr. Edward Lambert
Title: Deputy Regional Authorising Officer (DRAO)
Signature:
Date:

SERVICE TENDER SUBMISSION FORM

Ref: 9th EDF PE 3 EDU # 3

Contract title: The Diagnostic Review and Analysis of OECS EDU Clients in the Arts & Craft Sector

One signed 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.

Tenders being submitted by a consortium (i.e., either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

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

	Name(s) and address(es) of legal entity or entities submitting this tender
Leader ⁶	
Member	
Etc ...	

⁶ 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.

2. CONTACT PERSON (for this tender)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3. 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.

4. 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
- Completed financial identification form (see Annex VI of the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the Contracting Authority on an earlier occasion, unless a change has occurred in the meantime)
- Completed legal entity file (or the legal entity number allocated alternatively a copy of the legal entity file provided to the Contracting Authority on an earlier occasion, unless a change in the legal status has occurred in the meantime)
- 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.
- [*For restricted tenders and competitive dialogue:* Documentary proof or statements required under the law of the country where we are established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date, which is not more than 1 year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.]

[*If applicable:* 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 4 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 EU/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 6 of the Instructions to tenderers. Signed on behalf of the tenderer :

Name	
Signature	
Date	

FORMAT OF THE DECLARATION REFERRED TO IN POINT 3
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 5 & 25 of the procurement notice >

Your ref: Publication reference 9th EDF PE 3 EDU #3

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 Candidate);
- [*In the case of restricted tender procedure and competitive dialogue*: reconfirm that we 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 EU external actions;]
- [*In the case of a competitive negotiated procedure*: 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 short-listed candidates or other parties 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 EU 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 estimated 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 EU, 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 EU/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.

[* Delete as applicable]

[Not applicable in the case of restricted tender procedure and competitive dialogue:

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 EU 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 21. The documentary proofs required are listed in section 2.4.11.1.3 and 2.4.11.1.4 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 AVAILABILITY⁷

PUBLICATION REF: 9TH EDF PE 3 EDU # 3

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	Availability
< start of period 1 >	< end of period 1 >	< full time/part time >
< start of period 2 >	< end of period 2 >	< full time/part time >
< etc >		

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

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 EU/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 EU/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	

⁷ To be completed by all key experts

Contract title :	The Diagnostic Review and Analysis of OECS EDU Clients in the nine member Territories	Publication reference :	9 th EDI
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Tender envelope number	Tenderer name	Tender submission form duly completed? (Yes/No)	Proof of exclusion criteria? (Yes/No)	Proof of exclusion (signed by each consortium member, if appropriate)?	Language as required?	Organisation & methodology exists?	Key experts (list + CVs+ proof docs)?	Key experts are present in only one tender as key experts?	signed statements of exclusivity & acceptability?	Sub-contracting statement acceptable? (Yes/No/ Not Applicable)	Nationality of sub- contractors eligible? (Yes/No)	Overall decision? (Accept / Reject)
1												
2												
3												
4												
5												
6												
7												
8												

Chairperson's name	
Chairperson's signature	
Date	

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 1 (Max 32 points)	
Qualifications and skills	6
General professional experience	6
Specific professional experience	20
Key expert 2 (Max 18 points)	
Qualifications and skills	4
General professional experience	4
Specific professional experience	10
Total score for Key experts	50
Overall total score	100

