



**ORGANISATION OF EASTERN CARIBBEAN STATES  
EXPORT DEVELOPMENT UNIT**

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COMMONWEALTH OF DOMINICA

**CALL FOR TENDERS**

**THE DELIVERY OF WORKSHOPS ON**

**Business Administration – The Profitable Way to Grow Your Business**

The overall objective of these national four (4) day workshops is to equip OECS/EDU client companies and support organization personnel with the Business Management Tool in Costing and Pricing, Marketing, Records Management and Human Resource Management skills to successfully manage their business for the competitive export market.

**Workshop Locations:** Dominica, Antigua (Montserrat & Antigua), St. Kitts, St. Lucia, Grenada, St. Vincent and BVI (Anguilla & BVI)

**Global Budget:** **EC\$ 263,695.00** (includes workshops costs)

Lot 1 Human Resource Management (1 day workshops)  
- EC\$ 35,248.00

Lot 2 Marketing to Suit Your Business  
To include the introduction to e-commerce  
- EC\$ 35,249.00 (1 day workshop)

Lot 3 Costing & Pricing (2 days) - EC\$ 57,303.00

Logistics & Workshops Costs (**EDU cost**)  
- EC\$ 135,895.00

**Target Audience:** The target audience will include Senior and Supervisory level personnel from EDU Client companies and Business Support Organizations (BSO's) in the manufacturing and services sectors.

**Date of Tender Submission:** **June 24<sup>th</sup> 2010 at 4:30 pm**

**Timeframe for Delivery:** These seven (7) national workshops are expected to be delivered over a period of nine (9) weeks starting June 28<sup>th</sup> 2010 and are expected to be completed before November 30<sup>th</sup> 2010.

**No. of Participants:** A total of 175 persons from OECS member states are expected to participate in the Workshops.

**No. of Experts:** To be determined by the tenderer.

**Expertise required:** The individual (s) conducting the workshop should possess a Bachelors Degree in Business Management/Accounting/Finance, post graduate training in Financial Management (optional) and experience in conducting a similar workshop.

**The learning objectives of the training are to provide fundamental tools, knowledge and exposure to:**

1. Principles of Cost Accounting
2. Activity base costing
3. Types of pricing
4. Determining your Break-Even
5. Payment methods
6. Costing and Pricing your product
7. Marketing and the benefits to your Business
8. Branding – benefits and common mistakes
9. Types of marketing and the importance of Public Relations
10. Introduction to E-commerce
11. What is Records Management, the elements and an overview of RM Planning
12. What is Human Resource Management and the various elements
13. Developing HRM Strategies

**The Course Content should include but not be limited to the following topics:**

- Introduction and development of a simple costing tool/method.
- Introduction to the concept of reviewing company systems/method and identifying its strengths and weaknesses.
- Introducing a simple book-keeping/accounting system suitable to the company's capacity.
- Computing break-even analysis.
- How to develop a detailed cost and pricing structure for existing products.

Workshops on Business Administration

- Principles of Marketing, Records Management and Human Resource Management
- Introduction to various forms of e-commerce to increase performance
- Preparing effective Marketing Plans, Records Management Plan and HR Strategies.
- The effects of Costing and Pricing, Marketing, Records Management and HR Management on the bottom line.

**Services Required**

The Service provider (s) will be required to, inter alia

- Design the workshop program to be highly participative and interactive.
- Deliver the national training workshops over the periods identified above
- Be available for one on one discussion and assistance with participants if necessary.
- Provide a summary report of the workshop, including participant's evaluation.
- Provide a training manual for each workshop segment to service as a reference guide for participants.

**Outputs:**

- Participants introduced to and provided with a Costing and Pricing methods appropriate for their respective company.
- Participants knowledgeable in the methods to achieving Profitability Analysis and Analyzing Financial data.
- Participants knowledgeable in conducting diagnostics on their companies to ably identify strengths and weaknesses in their production, sales and general financial health.
- Participants knowledgeable in the development of Marketing Plan, Records Management Plan and HR Strategies for their companies.
- Training manuals developed
- Training workshops delivered
- Evaluation Reports Delivered

**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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<b>Contract title :</b>		<b>Publication reference :</b>	<b>9<sup>th</sup> EDI</b>
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Tenderer name	Tender submission form duly completed? (Yes/No)	Proof of exclusion criteria? (Yes/No)	Tenderer's declaration (signed by each consortium member, if appropriate)? (Yes/No)	Language as required?	Organisation & methodology exists?	Key experts (list + CVs+ proof docs)?	Key experts are present in only one tender as key experts?	All key experts have signed statements of exclusivity & availability?	Sub-contracting statement acceptable? (Yes/No/ Not Applicable)	Nationality of sub-contractors eligible? (Yes/No)	

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	



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### 1. BACKGROUND INFORMATION

#### 1.1. Beneficiary country

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

## **1.2. Contracting Authority**

OECS/Export Development Unit

## **1.3. 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.

## **1.4. 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 EC and Cariforum, gives further support to those objectives and the promotion of regional integration as it offers opportunities for access to the EC 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 9<sup>th</sup> 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 his context that this training programme is geared to equip SMEs with the management skills required to effectively manage their business which will inturn strengthen capacity and competitiveness.

## **1.5. 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.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. Overall objective**

The overall objective of the project of which this contract will be a part is as follows:  
To equip OECS/EDU client companies and business support organizations personnel with the Business Management tolls in Costing and Pricing, Marketing, Records management and Human Resource Management Skills to successfully manage their business for the competitive export market.

### **2.2. Purpose**

The purpose of this contract is as follows:  
Deliver seven (7) national workshops in OECS member states on Human Resource Management, Marketing to Suit Your Business and Costing and Pricing.

### **2.3. Results to be achieved by the Consultant**

The results to be achieved are as follows:

- Design the workshop programme to be highly participative and interactive
- Deliver seven (7) national workshops in the above listed OECS member states
- Be available for one on one discussions and assistance with participants
- Prepare a detailed training manual of the workshop which can be used as a reference guide for participants.
- Prepare a summary report of the workshop to include participants evaluation
- Prepare an electronic version of the workshop which can be made available to EDU client companies.

## **3. ASSUMPTIONS & RISKS**

### **3.1. Assumptions underlying the project intervention**

Projected results, activities and assumptions were developed from inputs by the OECS/EDU Programme Management team and proposals submitted by EDU clients.

The achievement of targets is largely contingent on the assumptions listed, particularly the existence of a sound macro-economic framework, the financial counter parting of client companies and exogenous factors such as the occurrence of natural disasters.

### **3.2. Risks**

The risks associated with the intervention are as follows:

- Lack of participation by the selected client companies.
- Major catastrophic natural disasters
- Sudden political instability,

- External global shocks
- Non approval of the EDU PE 3

#### **4. SCOPE OF THE WORK**

##### **4.1. General**

##### **4.1.1. Description of the assignment**

Deliver seven (7) national workshops in OECS member states on Human Resource Management, Marketing to Suit Your Business and Costing and Pricing.

**The assignment is divided into Lots, consultants can bid on an individual lot or on all three lots. The global budget quoted comprises the following :**

- **The contract will cover the Consultant's costs - EC\$ 127,800.00**
- **The EDU will cover the other logistics and workshop costs - EC\$ 135,895.00**

##### **4.2. Specific activities**

The consultant (s) will be required to deliver seven (7) national workshops in the Human Resource Management, Marketing to Suit Your Business and Costing & Pricing. The course content of the workshop should include but is not limited to the following topics:

- Introduction and development of a simple costing and pricing tool/method
- Introduction to the concept of reviewing company systems/method and identifying its strengths and weaknesses
- Introducing a simple book-keeping/accounting system suitable to the company's capacity
- Computing break even
- How to develop a detailed costing and pricing structure for existing goods and services
- Principles of Marketing, Records management and Human Resource Management
- Introduction to various forms of e-commerce to increase performance
- How to prepare an effective marketing Plan, Records Management Plan and Human Resource Strategy
- The overall effects of Costing and Pricing, marketing, Records management and HR Management on the bottom line.
- Design the workshop program to be highly interactive and participative
- Be available for one on one discussions and provide assistance to participants during and at least four weeks after the training programme.
- Provide a training manual that can be used as a reference guide for participants.
- Participate in the development of an electronic training version of the workshop

##### **4.3. Project management**

##### **4.3.1. Responsible body**

OECS/EDU will be responsible for managing the contract

##### **4.3.2. 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;

#### **4.3.3. Facilities to be provided by the Contracting Authority**

Training facility and other logistic requirements

### **5. LOGISTICS AND TIMING**

#### **5.1. Location**

EDU Offices, Roseau, Dominica

#### **5.2. Commencement date & Period of implementation of tasks**

The intended commencement date is **July 19<sup>th</sup> 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.

It is the intention of the EDU depending on the outcome of this initial contract that a second phase may be initiated which will provided targeted inplant support to companies.

### **6. REQUIREMENTS**

#### **6.1. Personnel**

##### **6.1.1. Key experts**

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

##### **Key expert (s)**

The individual (s) conducting the workshop should possess the following qualifications as per the subject areas to be delivered.

##### **Qualifications and Skills**

**Human Resource Management** - Minimum Bachelors Degree in HR Management/Business Management or post graduate training in HR Management and experience in conducting similar workshops.

**Marketing to Suit** - Minimum Bachelors Degree in Marketing/International Business Relations or Business Management or post graduate training in Marketing/International Business Relations and experience in conducting similar workshops.

**Costing and Pricing** - Minimum Bachelors Degree in Finance/Business Management with experience in cost accounting and inventory, or post graduate training in Financial Management and experience in conducting similar workshops.

##### **General Experience**

Experience in the delivery of workshops and in the areas of HR Management, Marketing and Costing and Pricing.

##### **Specific Experience**

Experienced in the specific discipline as listed in above in the qualification and skills and in the production of training manuals.

##### **6.1.2. 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.

## **6.2. 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 duplication of the workshop manuals, the cost for conference facility, the cost of the electronic training tool and other logistics.

## **6.3. 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.

## **7. REPORTS**

### **7.1. Reporting requirements**

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

- **Final Report** of maximum twelve (12) pages to be produced after each workshop one week from the commencement of the implementation. In the report the consultant shall describe e.g. the events undertaken in the implementation of the activity, findings, the constraints encountered in delivering the workshop, the encountered and/or foreseen difficulties in addition to the workshop. The consultant is advised to proceed with his/her work also in absence of comments by the Contracting Authority to the final report.

### **7.2. Submission & approval of reports**

The report referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the reports.

## **8. MONITORING AND EVALUATION**

### **8.1. Definition of indicators**

- The successful completion of seven workshops,
- The full participation of EDU client companies and BSOs
- The completed evaluation forms by participants

### **8.2. Special requirements**

Not applicable



## **ANNEX III: ORGANISATION & METHODOLOGY**

**To be completed by the tenderer**

### **9. 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.

### **10. 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.

### **11. 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).

### **12. 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](http://ec.europa.eu/europeaid/multimedia/publications/publications/manuals-tools/t101_en.htm)).

ANNEX V: BUDGET

**Global price: XCD <amount>**

**PUBLICATION REFERENCE: 9<sup>th</sup> EDF PE3 EDU # 001**

**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 EU 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](http://ec.europa.eu/europeaid/work/procedures/index_en.htm)).**

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

## 2. 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 4 <sup>th</sup> 2010	4:30 pm
Last date on which clarifications are issued by the Contracting Authority	June 18 <sup>th</sup> 2010	-
Deadline for submission of tenders	June 24 <sup>th</sup> 2010	4:30 pm
Interviews (if any)	Not applicable	-
Completion date for evaluation of technical offers	June 28 <sup>th</sup> 2010	-
Notification of award to the selected tenderer	July 5 <sup>th</sup> 2010	-
Contract signature	July 10 <sup>th</sup> 2010	-
Commencement date	July 19 <sup>th</sup> 2010	-

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

<sup>Ⓐ</sup> Provisional date

## 3. Participation and sub-contracting

- a) Participation in this tender procedure is open only to;
- 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** for this purpose.

#### **4. Content of tenders**

**12.1. The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.**

**12.2. 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 8). 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 8 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 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 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 EU/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 EU/EDF- tenders and contracts

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.]
- (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

For global price contracts:

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](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\$ 263,695.00**. 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.

## 5. Variant solutions

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

Tenderers must submit a tender in accordance with the requirements of the tender dossier. If the invitation to

tender provides for variants to be submitted, the terms of reference and evaluation grid must specify the subject, limits and basic conditions applicable. Should the tenderer wish to submit a variant technical proposal, it may do so.

#### **6. 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.

#### **7. 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**

**4<sup>th</sup> Floor Financial Center**

**Kennedy Avenue, Roseau**

**Dominica**

**Fax N° - 767-448-5554**

**E-mail : [dblackman@oecs.org](mailto:dblackman@oecs.org)**

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 **June 18<sup>th</sup> 2010**.

No information meeting is foreseen.

No site visit is foreseen.

#### **8. Submission of tenders**

Tenders must be submitted in such that they are **received** before **June 24<sup>th</sup> 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**

**4<sup>th</sup> Floor Financial Center**

**Kennedy Avenue, Roseau**

**Dominica**

**Fax N° - 767-448-5554**

**E-mail : [dblackman@oecs.org](mailto:dblackman@oecs.org)**

- **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**  
**4<sup>th</sup> Floor Financial Center**  
**Kennedy Avenue, Roseau**  
**Dominica**  
**Fax N° - 767-448-5554**  
**E-mail : dblackman@oecs.org**

**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 (ie, **9<sup>th</sup> EDF PE 3 EDU #001**);
- c) the words "Not to be opened before the tender-opening session" and <equivalent phrase in local language>;
- d) the name of the tenderer.

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

## **9. 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 8. The outer envelope (and the relevant inner envelope) must be marked 'Alteration' or 'Withdrawal' as appropriate.

## **10. 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.

## **11. Ownership of tenders**

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.

## **12. 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](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.

### **13. 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.
- 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.

## **14. 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.

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>.

## **15. 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.

### 16. 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.

## EVALUATION GRID

	<b>Maximum</b>
<b>Organisation and methodology</b>	
Rationale	20
Strategy	20
Timetable of activities	10
<b>Total score for Organisation and methodology</b>	<b>50</b>
<b>Key experts</b>	
<Key expert 1> (Max 25 points)	
Qualifications and skills	6

General professional experience	6
Specific professional experience	16
<b>&lt;Key expert 2&gt; (Max 15 points)</b>	
Qualifications and skills	2
General professional experience	4
Specific professional experience	10
<b>&lt;Key expert 3&gt; (Max 5 points)</b>	
Qualifications and skills	1
General professional experience	1
Specific professional experience	4
<b>Total score for Key experts</b>	<b>50</b>
<b>Overall total score</b>	<b>100</b>

**SERVICE CONTRACT No <Contract number>  
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><sup>1</sup>  
<Official registration number><sup>2</sup>  
<Full official address>  
<VAT number><sup>3</sup>, ("the Consultant")

of the other part,

have agreed as follows:

**SPECIAL CONDITIONS**

**(1) Subject**

The subject of this Contract is <Contract title> done at/in <Location> with identification number <Publication reference> ("the services").

<sup>1</sup> Where the contracting party is an individual.

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

<sup>3</sup> Except where the contracting party is not VAT registered.

## **(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.

## **(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 < euro / national currency> in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Articles 7.8 and 20.7 of the General Conditions.

Global price contract:

Month		<EUR/**>
1	Pre-financing payment <sup>4</sup>	<60% of the contract value>
<Month number>	Balance	<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 <country of the Contracting Authority> 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

[BUDGET: The contract shall be exempt from all duties and taxes, including VAT. To be amended according to any agreement between the European Union and the beneficiary country]

[EDF: 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.

<sup>4</sup> The consultant is not obliged to ask for pre-financing.

**(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](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**

**For the Contracting Authority**

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

May 25<sup>th</sup> 2010.

**Our ref: 9<sup>th</sup> EDF PE3 EDU #001**

**< Candidate number > < Lot number \_\_\_\_\_**

Dear <Contact name>

### **INVITATION TO TENDER FOR**

**“The delivery of seven(7) National Workshops on “Business Administration – The Profitable Way to Grow Your Business” which is subject to approval of funding from the 9<sup>th</sup> EDF Caribbean Trade and Private Sector Development Programme PE III**

**Location: Dominica, Antigua, St. Kitts & Nevis, St. Lucia, Grenada, St. Vincent and The BVI**

**LOT NUMBER: # 1-3**

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)
- VI. Special Conditions
- VII. Forms and other relevant documents

**C. Other information:**

- I. Shortlist notice
- II. Administrative compliance grid
- III. Evaluation grid

**D. Tender submission form**

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

[http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](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

## SERVICE TENDER SUBMISSION FORM

**Ref:** < as per letter of invitation to tender >

**Contract title:** < Contract title > **Lot title:** < Lot title, if applicable >

**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
<b>Leader</b> <sup>5</sup>	
<b>Member</b>	
<b>Etc ...</b>	

---

<sup>5</sup> 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)

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

## 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 :

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	



ORGANISATION OF EASTERN CARIBBEAN STATES  
**EXPORT DEVELOPMENT UNIT**

Tel: (767) 448-2240  
Fax: (767) 448-5554  
Email: [eduinfocenter@oeecs.org](mailto:eduinfocenter@oeecs.org)

P.O. Box 769, Financial Centre  
Kennedy Avenue, Roseau  
COMMONWEALTH OF DOMINICA

**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 >**

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;

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Workshops on Business Administration

- < 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 AVAILABILITY<sup>6</sup>****PUBLICATION REF:** \_\_\_\_\_

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:

<b>From</b>	<b>To</b>	<b>Availability</b>
< 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.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

<sup>6</sup> To be completed by all key experts