



# Request for Proposals (RfP)

## Mooring Buoys for Anguilla’s Marine Parks

**RfP Reference: RES02-ANG-2024-03-01**

Welcome to this Procurement by the Anguilla National Trust (ANT) (“Management Team”). Please read the information and instructions carefully as non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

### 1. REQUIREMENTS

1.1 A detailed description of the services to be provided can be found in Attachment 1.

### 2. CONTACT DETAILS

2.1 During the course of this procurement, i.e. from the publication of the is RfP to the award of a contract, you may not discuss this procurement with any ANT employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your proposal.

ANT Contact: Farah Mukhida, Executive Director, [fmukhida@axanationaltrust.com](mailto:fmukhida@axanationaltrust.com)

### 3. PROCUREMENT TIMETABLE

3.1 This timetable is indicative and may be changed by the Management Team at any time. If the Management Team decides that changes to any of the deadlines are necessary, we will publish this on international listserv ([mpahelp@list.octogroup.org](mailto:mpahelp@list.octogroup.org)) as well as on social media (ANT Facebook page) and will contact you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
29 April 2024	Publication of the Request for Proposals
6 May 2024	Deadline for expression of interest
10 May 2024	Deadline for submission of questions
13 May 2024	Planned publication of responses to questions
20 May 2024	Deadline for submission of proposals to ANT – deadline time: 4.00pm EST
21 May 2024	Clarification of proposals
22 May 2024	Planned date for contract award
23 May 2024	Expected contract start date

3.2 Please email the ANT contact to express your interest in submitting a proposal by the deadline stated above. While not required for the submission of a proposal, this will help the Management Team to keep you updated regarding the procurement.

#### 4. COMPLETING AND SUBMITTING A PROPOSAL

4.1 Your proposal must be prepared in English and consist of the following:

- Financial Proposal (see Section 4.5 below)

4.2 Your proposal must be submitted by email to the ANT contact (see Section 2) or in-person, with two hard copies contained in a sealed envelope addressed to the ANT contact, delivered to the ANT office (North Side, Anguilla) by or before 4.00pm EST.

For proposals submitted by email: the subject heading of the email shall be "RES02-ANG-2023-02-01 – BIDDER NAME." The bidder name is the name of the company on whose behalf you are submitting the proposal, or your own surname if you are bidding as a self-employed contractor/individual. Your proposal must be submitted in PDF format. You may submit multiple emails suitably annotated, e.g. Email 1 of 3, if attached files are too large to suit a single email transmission. You may submit your Proposal by uploading it to a file-sharing tool. Emails will not be opened until after the submission deadline has passed.

#### 4.3 *Selection criteria*

The financial proposal must include the cost per item, total cost for each item line, shipping and handling cost, any relevant taxes, and total cost inclusive all costs.

The sole criterion is the cheapest compliant bid.

4.3.1 The financial proposal must be a fixed and firm price for the provision of the goods stated in the RfP in their entirety.

#### 4.3.2 *Prices include all costs*

Submitted rates and prices are deemed to include all costs, insurances, taxes, fees, expenses, liabilities, obligations, risks and other things necessary for the delivery of the goods. The Management Team will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is your responsibility to determine whether such taxes apply to your Company/organisation/person and to include them in your financial offer. **If the company supplying the mooring buoys is located outside of Anguilla, the cost of delivery of the mooring buoys to Road Bay Port, Anguilla must be included in the proposed rates and prices.**

#### 4.3.3 *Applicable Goods and Services Taxes*

Proposal rates and prices shall be inclusive of all relevant goods and services taxes.

#### 4.3.4 *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in USD.

4.4 Your proposal must remain valid and capable of acceptance by the Management Team for a period of 90 calendar days following the submission deadline.

#### 4.5 *Withdrawals and Changes*

You may freely withdraw or change your proposal at any time prior to the submission deadline by written notice to the ANT contact. However, in order to reduce the risk of fraud, no changes after the submission deadline.

## **5. EVALUATION OF PROPOSALS**

### **5.1 *Completeness***

The Management Team will firstly check your proposal for completeness. Incomplete proposals will not be considered further.

### **5.2 *Financial Evaluation and Financial Scores***

The financial evaluation will be based upon the full total price you submit. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your financial proposal.

Thus, for example, if your financial proposal is for a total of USD 100 and the lowest financial proposal is USD 80, you will receive a financial score of  $80/100 = 80\%$

### **5.3 *Total Score***

Your proposal's total score is based solely on your financial score.

Subject to the requirements in Sections 4 and 7, the Management Team will award the contract to the bidder whose proposal achieves the highest total score.

The Management Team does not bind itself to accept any Tender, and reserves the right to accept only part of a Tender.

## **6. EXPLANATION OF PROCUREMENT PROCEDURE**

6.1 The procurement is open to all interested parties based in Anguilla to take part, subject to the conditions in Section 7 below.

6.2 You are welcome to ask questions or seek clarification regarding this procurement. Please email the ANT contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.

6.3 All proposals must be received by the submission deadline in Section 3.2 above. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in the RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. The Management Team does, however, reserve the right to cancel the procurement and not award a contract at all.

6.4 The Management Team will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded. The timetable in Section 3.1 gives an estimate of when we expect to have completed the contract award, but this date may change depending on how long the evaluation of proposals takes.

## **7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

7.1 To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.

7.1.1 It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.

7.1.2 Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.

7.1.3 The Management Team will query any obvious clerical errors in your proposal and may, at the Management Team's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.

7.2 In order to participate in this procurement, you must meet the following conditions:

- Free of conflicts of interest
- If a Company, registered on the relevant Anguilla professional or trade register
- In an Individual, has a valid social security number and is permitted to work in Anguilla
- In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
- Not be convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
- Not bankrupt or being wound up
- Never been guilty of an offence concerning your professional conduct
- Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

7.3 You must complete and sign the Declaration of Understanding (see Attachment 2).

7.4 If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your proposal which parts of the services are provided by each partner or sub-contractor.

7.5 Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one Company or individual shall not be allowed to participate in two different joint ventures in the same procurement nor shall a Company or individual be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one proposal for this RfP (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the bidder's participation to be disqualified.

7.6 By taking part in this procurement, you accept the conditions set out in this RfP, including the following:

- It is unacceptable to give or offer any gift or consideration to an employee or other representative of the Management Team as a reward or inducement in relation to the awarding of a contract. Such action will give the Management Team the right to exclude you from this and any future procurements and to terminate any contract that may have been signed with you.
- Any attempt to obtain information from an employee or other representative of the Management Team concerning another bidder will result in disqualification.
- Any price fixing or collusion with other bidders in relation to this procurement shall give the Management Team the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

8.1 The information you submit to the Management Team as part of this procurement will be treated as confidential and shared only as required to evaluate your proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, the Management team is required to retain your proposal in its entirety for seven years and make this available to internal and external auditors and donors as and when requested.

8.2 In the Declaration of Undertaking (Attachment 2) you need to give the Management team express permission to use the information you submit in this way, including personal data that forms part of your proposal. Where you include personal data of your employees in your proposal, you need to have written permission from those individuals to share this information with the Management Team, and for the Management Team to use this information as indicated in 8.1. Without these permissions, the Management Team will not be able to consider your proposal.

## **9. COMPLIANT PROCEDURE**

9.1 If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact [avon.carty@gmail.com](mailto:avon.carty@gmail.com). Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

## **10. CONTRACT**

10.1 The contract will be based on the Management Team's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by the Management Team to reflect particular requirements from the donor funding this particular procurement.

## **11. ABOUT THE MANAGEMENT TEAM**

11.1 Anguilla National Trust. The ANT is a membership-based Statutory Body established under the Anguilla National Trust Act (revised 2009). The mandate of the ANT is to protect, conserve and promote Anguilla's natural, cultural and built heritage.

## **12. ATTACHMENTS**

Attachment 1. *Specification of Requirements / Terms of Reference*

Attachment 2. *Declaration of Undertaking (select 2a for companies or 2b for self-employed/individual, as applicable to you)*

Attachment 3. *Bid specifications for new vessel for Fisheries and Marine Resources Unit- Department of Natural Resources*

## **ATTACHMENT 1 SPECIFICATION OF REQUIREMENTS / TERMS OF REFERENCE Mooring Buoys for Anguilla's Marine Parks**

**Organisations:** Anguilla National Trust

**Location:** North Side, Anguilla

**Reporting to:** Anguilla National Trust Executive Director

**Timeline:** 1 August 2024

### **INTRODUCTION**

Anguilla's six marine parks (MPs) protect critical marine habitats, support a nearshore fisheries industry, an ever-expanding coastal tourism industry, and provide invaluable coastal ecosystem services. The need to sustainably manage these sites is essential.

Since 2017, we have trialled a grassroots approach to MP management planning and implementation, having created a multi-stakeholder MP Management Planning Committee.

Through this project, we will formalise a co-management arrangement between Government of Anguilla and the Committee, develop evidence-based management plans, and identify and develop sustainable financial tools to support long-term management plan implementation for the benefit of Anguilla's marine biodiversity, coastal resiliency, and its people.

### **STATEMENT OF NEED**

The Management Team is looking for a contractor (individual or company) to provide 62 mooring buoys (specifications provided in Attachment 3) for installation within Anguilla's marine parks.

### **REPORTING STRUCTURE**

The Contractor will liaise directly with the Anguilla National Trust and Fisheries and Marine Resources Unit-Department of Natural Resources.

The working language of the contract is English.

### **TO APPLY**

To apply, please follow the instructions in the call for proposals and submit all completed documentation by **20 May 2024**.

### ***About ANT***

ANT, established in 1988 under the Anguilla National Trust Act, is a statutory body with a mandate to protect, conserve and promote Anguilla's natural, cultural and build heritage.

**Attachment 2. Declaration in relation to RfP RES02-ANG-2024-03-01**

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Individual/Company: \_\_\_\_\_

Personal / Registered Address: \_\_\_\_\_

Year of Registration (if applicable): \_\_\_\_\_

I hereby authorise ANT to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal the Management Team deems the most favourable. I acknowledge that the Management Team is required to retain the Proposal in its entirety for 7 years and then end of the resulting contract and make this available to internal and external auditors and donors as and when requested.

Where the Proposal includes Personal Data, I confirm I am authorised by each Data Subject to share this Data with the Management Team for the purposes stated above.

I further confirm that the following statements are correct:

1. Where applicable, the Company is duly registered in accordance with all applicable laws.
2. I am / the Company is fully compliant with all tax and social security obligations.
3. I / The Company and its staff and representatives are free of any real or perceived conflicts of interest with regards to any of the organisations comprising the Management Team and their individual missions/mandates.
4. I / The Company agrees to declare the Management Team any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning the Management Team. I / The Company acknowledge that the Management Team may terminate any contracts with myself / the Company that would, in the Management Team's sole discretion, be negatively affected by such conflicts of interests.
5. I have never / None of the Company's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Myself / The Company or any of the Company's staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. I / The Company acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle the Management Team to terminate any and all contracts with me / the Company with immediate effect.

8. I am / The Company is going concern and am / is not bankrupt or being wound up, is not having the affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. I am / The Company is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. I / The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
10. I have not / The Company has not been, am / is not, and will not be involved or implicated in any violations of injustice or abuse of human rights related to other groups or individuals including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse or sexual harassment.

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[Date and Signature of Proposer / authorised representative of the Proposer]

[Name and Position of Proposer / authorised representative of the Proposer]



**Attachment 3.            *Bid specifications for mooring buoys for Anguilla’s marine parks***

***Standard Specifications:***

- 30 Mooring Buoy with PVC Centre Tube – 24” Diameter, White Hard Shell
- 20 Mooring Buoy with PVC Centre Tube – 24” Diameter, Yellow Hard Shell
- 10 Mooring Buoy with PVC Centre Tube – 24” Diameter, Red Hard Shell

OR other alternative hard-shell buoy, between the sizes of 20” and 30”, in colours and quantities listed above (under Standard Specifications)

***Delivery Location:***

- Road Bay, Anguilla (if not constructed in Anguilla); cost of delivery to Road Bay, Anguilla must be included within total cost

***Delivery Time:***

- Mooring buoys should be delivered no later than 1 August 2024. Any potential delays in delivery must be discussed with Anguilla National Trust and the Fisheries and Marine Resources Unit-Department of Natural Resources.

***N.B.***

ANT reserves the right to amend total number of buoys purchased based on unit and shipping cost and available donor funding.