



ANGUILLA AIR & SEA PORTS AUTHORITY

INVITATION TO TENDER

Provision of External Audit

APRIL 2013

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1.0 INVITATION TO TENDER

- 1.1 Tenderers are invited to tender for the provision of external audit services for the Anguilla Air & Sea Ports Authority.
- 1.2 Tenderers must comply with the Instructions to Tenderers and all other requirements of this Invitation to Tender. Non-compliance may lead to a tender not being considered by the Anguilla Air & Sea Ports Authority.

2.0 INSTRUCTIONS FOR TENDERERS

- 2.1 The following terms shall have the following meanings:

Invitation to Tender	This Document
Project Manager	Chief Executive Officer (Ag) Anguilla Air & Sea Ports Authority The Valley, Anguilla
Authority	Anguilla Air & Sea Ports Authority.
Tenderer	The person/organization submitting a tender bid to the Authority under this tender.

- 2.2 A detailed specification of the services required by the Authority is contained in section 4 of this document. The legal obligations of the Authority and the Tenderer will be contained in the contract entered into between the Authority and the successful Tenderer. Each Tenderer should ensure that it is thoroughly familiar with the Tender Documents and understands the obligations that will apply if the Tender is accepted by the Authority.

- 2.3 The Authority's intended procurement programme is as follows:

Submission of tenders	Chairman Anguilla Air & Sea Ports Authority The Valley, Anguilla
Evaluation of tenders Interviews, if necessary	w/c 3 rd June, 2013 w/c 10 th June, 2013

- 2.4 Any queries relating to the Tender Documents should be sent in writing to the Project Manager to arrive no later than five days before the date for submission of the tender. The Project Manager may if necessary issue

written circulars to Tenderers amending or clarifying the Tender Documents and Tenderers shall comply with these.

- 2.4 The Authority will in its sole discretion accept the most economically advantageous tender subject to receiving final approval from the Board of Directors of the Anguilla Air & Sea Ports Authority.
- 2.5 In the event that a conflict of interest exists between the most economically advantageous Tenderer and the Authority, the said Tenderer's bid will not be accepted. The next most economically advantageous Tenderer will be awarded the contract.

3.0 BACKGROUND

3.1 Anguilla Air & Sea Ports Authority (AASPA)

The Anguilla Air & Sea Ports Authority of Anguilla is a statutory authority with the exclusive right to manage the ports in Anguilla. It was established in 2009 with the enactment of the Anguilla Air and Sea Ports Authority Act No. 19/2009 to provide for coordinated and integrated systems of airports, seaports and port services; to transfer to and vest in the Authority the relevant assets, liabilities and functions of the Ministry of the Government of Anguilla with responsibility for airports and seaports, and for other connected and related matters. All the equity in the Authority has been provided by the Government of Anguilla. AASPA's objects under the Act are:

- i. Manage and operate the ports of Anguilla, and related facilities in such a manner that the public has access to services that are reliable, efficient, safe and economic;
- ii. Maintain and from time to time to repair, alter or replace, in whole or in part, the ports of Anguilla, and related facilities;
- iii. Upgrade and extend the ports and related facilities in all parts of Anguilla to the extent that it is reasonable for the Authority to do so.

3.2 Powers and Duties of the Authority

The powers and duties of the Authority are contained in Part 3 of the Act.

3.3 Customer Base

AASPA currently manages and operates the Clayton J Lloyd International Airport, the Port of Road Bay and the Port of Blowing Point. It serves all aircraft and facilitates the movement and processing of all passengers

their baggage and goods at the airport. Similarly, it serves and facilitates all vessel traffic, passenger movements and goods at the seaports. In keeping with clause 44 of the Act, it takes into its custody all goods upon their importation and exportation.

3.4 Service

AASPA is a service based organization which strives to meet and exceed the expectations of its stakeholders. It recognizes its importance in the socio-economic life and development of Anguilla, in particular facilitating commerce and tourism. It interfaces with a very dynamic international environment and is required to meet and satisfy internationally recognised regulatory standards and recommended practices. The services it provides must be of world class, meeting at least the minimum acceptable requirements of its industries.

To satisfy those requirements and expectations, AASPA must make strategic investments in infrastructure, institution and human resource. In the long-run its service quality will depend on those investments and its vital socio-economic contributions in turn will be dependent on its service quality. Efficiency and effectiveness are the cornerstones of service delivery. A principal objective of AASPA is to work harmoniously with Customs and Immigration to bring about wholistic improvements in the quality of service at the ports. Other stakeholders are equally critical to the sustainability of quality service and are targeted for tactical involvement.

AASPA's fully fledged operation is currently one year old. The institutional development is on a fast track to enable its processes and functions. Its finance and accounting role will be fully assumed in the coming months as all transitional matters with the Government are addressed and agreed. Contracts will be formalized to reflect this status and bring it into a fully empowered statutory corporation.

3.5 Financial Reporting Software

AASPA is presently using 'SmartStream', a financial management information system. This system is intended to strengthen AASPA's financial management processes. The system is currently managed by DITES.

AASPA only utilizes a limited number of its accounting modules and functionalities. These are:

- ◆ General Ledger
- ◆ Account
 - Pay salaries, wages and bills by computer generated cheques

Contract Term

The term of the contract is intended to cover the audit of the 2012 to 2014 accounts. AASPA reserves the right to terminate without penalty if the successful tenderer is not able to honour the terms and conditions specified by the contract.

6.0 TENDER INFORMATION

- 6.1 The Authority invites Tenderers to submit a fixed price for providing the services outlined in section 4 of this document.
- 6.2 Tenderers are required to submit detailed proposals on how they will deliver this contract
- 6.3 Tenders are invited in accordance with the information in this pack. Should Tenderers believe that they require further information, they are invited to contact the Project Manager.
- 6.4 A tender fee submission form for completion by Tenderers is attached at **Appendix A** with a form of tender at **Appendix B**.
- 6.5 It is the responsibility of each Tenderer to obtain for itself at its own expense any additional information necessary for the preparation of the tender. All information supplied by the Authority in connection with this invitation to tender shall be treated as confidential except that such information may be disclosed so far as it is necessary for the purpose of obtaining the sureties, guarantees and quotations necessary for the preparation and submission of the tender.
- 6.6 Each Tenderer will be required to demonstrate its ability to provide the services as set out in section 4 of this document.
- 6.7 The tender shall be submitted on the Form of Tender incorporated herein. The Form shall be signed by each Tenderer and submitted in the manner and by the date and time stated below in section 7.4 together with the documents listed duly completed.
- 6.8 Tenderers shall submit the following documentation to the Chairman by the date and time stipulated in section 7.4.
 - Detailed proposals for carrying out the work (section 7.2)
 - Tender fee submission (**Appendix A**)
 - Form of tender (**Appendix B**)

- 6.9 Tenderers shall highlight where a conflict of interest exists or may exist between a Tenderer's duty to an Authority member under the proposed contract and its duty to an Authority member under an existing contract for services. In this event only a Tenderer may submit a tender in respect of the non conflicted Authority member alone.

7.0 REQUIREMENTS FOR TENDER SUBMISSION

- 7.1 Tenders must be supported by the following method statements, each should be referenced.

- 7.1.1 Proposed methodology for undertaking the services set out in section 4 of this document which shall include as a minimum:

- Your proposed approach to the services required by the Authority including meeting legislative requirements, continuous improvements, added value and experience with similar organisations;
- Detailed work programme indicating proposed frequency of visits;
- Reporting and liaison arrangements during the contract.

- 7.1.2 A completed pricing schedule including a breakdown of costs for the commission which should include as a minimum the number of days input from each member of staff, and which tasks those staff will be allocated to complete.

- 7.1.3 Details of your proposed team including a named leader, the proposed management structure, qualifications, competence and relevant experience of the people to be employed on this project.

- 7.1.4 A copy of the full annual report and audited accounts of the organisation and any intermediate and ultimate parent undertaking for the most recent three financial years for which they are available.

- 7.1.5 The organisation's public liability insurance and professional indemnity insurance including names of insurer, policy numbers, expiry date, limits for any one accident and the excesses under the policy.

- 7.1.6 Any other information deemed to be appropriate and relevant to your tender submission.

- 7.1.7 Services required from the Authority in support of your tender submission.
- 7.1.8 Contact details for three organisations for which you have performed similar work and who may be approached for references.
- 7.2 The company will submit **4 signed bound copies** of its written submission, plus a loose-leaf version for photocopying.
- 7.3 All qualified Tenderers will be required to carry out an oral presentation of their proposals lasting approximately 15 minutes to the evaluation panel as part of the evaluation process. The presentations will take place in the week commencing 10th June, 2013. The presentation must be attended by the person who will have overall responsibility for the audit team. The panel will ask questions following the presentation.
- 7.4 The tender, accompanying documents and a **nonrefundable application fee of US\$200** shall be carefully parceled, sealed, have the enclosed label affixed and be delivered to the Project Manager no later than Friday, May 24th, 2013 at 4:00 PM. Failure to comply with these instructions will result in the tender being considered ineligible.
- 7.5 An electronic copy of the Invitation to Tender document can be obtained from the **Government of Anguilla website**.
- 7.6 Written tenders will only be accepted in a sealed envelope or parcel which shall bear the word **"Tender - External Audit"**, the closing date and time for the return of the tender and no other mark of identification.
- 7.7 No late tender shall be considered. Late tenders will be opened after the Contract has been awarded, for the sole purpose of identifying Tenderers.
- 7.8 Tenders will be opened in accordance with the relevant procedures.

8.0 FORM OF CONTRACT

- 8.1 The Authority and the successful Tenderer will enter into a written contract in respect of the services detailed in section 4 of this Invitation to Tender.
- 8.2 The form of contract will be as agreed between the Authority and the successful Tenderer.

9.0 FURTHER INFORMATION

For further information a tenderer may contact the Chief Executive Officer in writing at the address shown below:

Chief Executive Officer (Ag)
Anguilla Air & Sea Ports Authority
P. O. Box 1382
The Valley, Anguilla

Email: Remington.lake@gov.ai

9.1 COMPLETED TENDERS TO BE RETURNED TO:

Chairman
Anguilla Air & Sea Ports Authority
P. O. Box 1382
The Valley, Anguilla

PLEASE MARK THE ENVELOPE: TENDER – EXTERNAL AUDIT

9.2 CLOSING DATE AND TIME:

24th May, 2013 at 4.00PM

APPENDIX A

TENDER FEE SUBMISSION

Appendix A

1. Tender Fee Submission for:

i) External audit (Annual Fee)

All inclusive lump sum fee for carrying out
Annual External audit services specified in
section 4 of the Invitation to Tender

\$ _____

Hours to be spent on the job _____

Days to be spent on the job _____

For each of the personnel or categories of personnel to be engaged on the
project, Tenderers shall insert below hourly rates

Status of Fee Earner

Hourly Rate

Number of Hours

APPENDIX B

FORM OF TENDER

Appendix B

FORM OF TENDER

For the provision of services in respect of external audit

To: Anguilla Air & Sea Ports Authority
We, [insert full name of your organisation]

.....
Carrying on business at: [insert full address]

.....
.....

Hereby offer to deliver services in respect of external audit in accordance with the attached Contract prepared by us on the basis of the completed Tender Fee Submission for the sum of:

.....dollarscents (\$)) annually
subject to the terms and conditions of the contract.

We agree that this tender shall remain open to be accepted or not by the Authority and shall not be withdrawn for a period of thirteen weeks from this date.

We undertake to execute a contract in the form attached.

Unless and until a formal agreement is prepared and executed, this tender, together with your acceptance of it in writing, shall constitute a binding contract between us.

We certify that the details of this tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangements with any other person.

We understand that you are not bound to accept the lowest or any tender you may receive.

We certify that this is a bona fide tender and that we have not colluded with or entered into any other arrangement with any other person in relation to it.

Tenderer's

Signature(s)

[Print name(s) in full]

Dated.....

[*Where the Tenderer is a company, either two directors or the company secretary and a director (duly authorised) should sign. In case of a partnership, at least two duly authorised partners should sign. In case of an individual that person should sign.]