

Government of Montserrat

Request for Quotation (RFQ)

Consultancy for Training in Online Applications (Students and Parents)



**Ministry of Education, Youth Affairs and Sports
Karney Osborne Building
Little Bay
Montserrat, MSR 1210**

November 2023

24th November 2023

Dear Interested Bidder,

**Consultancy for Training in Online Applications
(Students and Parents)**

The Ministry of Education, Youth Affairs and Sports is inviting suitably interested Bidders to submit a Quotation for the Training in Manipulation of Online Learning Applications – Students and Parents.

The RFP consists of the following documents:

1. Instruction & Guidance Notes
2. Terms of Reference
3. Scope of Service
4. Outputs
5. Skills Required
6. Reporting Mechanisms
7. Education, Skills and Experience Required
8. Remuneration
9. Required Documentation
10. Quotation Evaluation Criteria
11. Respondents Identification Details
12. Anti-collusion Certificate
13. Form of Quotation
14. Quotation Checklist
15. Form of Agreement

Please read Instructions to Bidders before completing and submitting Quotations. Failure to follow the information within the instructions may result in Quotation being deemed non-compliant and rejected.

Any queries relating to the Quotation should be made in writing to the Permanent Secretary (Ag), Mrs Mary Fergus-Lynch at lynchm@gov.ms and copied to procurement@gov.ms no later than **4:00pm** Eastern Caribbean time (ECT) on **Friday, 08th December 2023**.

Quotations are to be received no later than **2:00 pm (ECT/ GMT-4) Friday, 15th December 2023**.

1.0 INSTRUCTIONS AND GUIDANCE NOTES

1. Please read Instructions to Bidders before completing and submitting quotes. Failure to read and follow the information within the Request for Quotation document will cause Quotations being submitted to be deemed non-compliant and rejected.
2. To constitute a Quotation, Bidders must submit a completed and signed Request for Quotation Form, a valid Tax Compliance Certificate (if locally based), with Quotation submission.

Submitting a Quotation

There are two (2) options for submitting a Quotation

1. Electronic submissions can be submitted via the myTenders Portal at <https://www.mytenders.co.uk/>

If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

2. Hard copies can be submitted to the **Ministry of Education, Youth Affairs & Sports Headquarters, K Osborne Building in Little Bay, Montserrat.**
 - **Hard copies** can be submitted by hand – Please follow the instructions set out below.

Submitting a hard copy of your Quotation:

You will need two plain envelopes for the Quotation submission. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

Envelope 1.

Follow the steps written below:

1. Write the name of the bidder (Tenderer, Supplier) on this envelope.
2. Write the name of the project and the address on the envelope as written below:

Bidder Name (Your Company Name if applicable or Your Name)

**Consultancy for Training in Online
Applications (Students and Parents)**
Permanent Secretary (Ag)
Ministry of Education, Youth Affairs &
Sports
K Osborne Building
Little Bay, Montserrat, MSR1210

3. Now put this envelope into another plain envelope (Envelope 2.)

Envelope 2

Continue following the steps below:

4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Quotation return.

**Consultancy for Training in Online
Applications (Students and Parents)**

Permanent Secretary (Ag)
Ministry of Education, Youth Affairs &
Sports
K Osborne Building
Little Bay
Montserrat, MSR1210

***NB: Envelope 2 must not have the Bidders name on it or any other markings.**

Envelopes are to be taken to the **Ministry of Education, Youth Affairs & Sports Headquarters at the K Osborne Building in Little Bay. Late Quotations will not be accepted and if inadvertently accepted, will not be considered.**

3. Bidders are to submit the documents listed within the **RFQ Check List**. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
4. The bidder must submit a valid **Tax Compliance Certificate (if locally based)**, from Inland Revenue Department along with the Quotation documents. In the case of a sole trader, the Tax Compliance Certificate should be issued in that individual's name. However, where the sole trader is trading using a Business Name, the Tax Compliance Certificate should be issued in the Business Name. In the case of a Company, the Tax Compliance Certificate should be issued in the name of the Company. It is therefore incumbent on the Bidder to ensure that the Tax Compliance Certificate is issued in the correct name. Quotations received with improper Tax Compliance Certificates would be rejected. For further information, please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.

All Services undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.

5. Bidders are to provide all documents or information requested as part of the Quotation Evaluation.
6. Bidders are not allowed to submit alternative Quotations.

7. The Government of Montserrat is not bound to accept any quotation and has the right to accept or reject any quotation.
8. GoM will like to point out that all services rendered are in accordance with GoM's confidentiality terms, all persons should familiarize themselves with these terms. This request in no way constitutes a contract of work or bound GOM to enter into any contract pertaining to this document. All cost associated in developing a response to this document shall be the responsibility of the bidder and remuneration should not be expected.

2.0 TERMS OF REFERENCE

2.1 Background

The Ministry of Education, Youth Affairs and Sports effectively supports social and economic development through the holistic development of residents to create global citizens. This is done through formal education, community development, sports and citizen enrichment.

The Ministry utilizes its services and programs to enhance the well-being of the population by creating social integration, well-being and national identity. MoEYAS is comprised of the Department of Education (early Childhood, Primary Education, Secondary Education), Department of Community, Youth and Sports Department and Department of Library Services.

Vision

Developing the ideal Montserrat citizen.

Mission

To focus relentlessly on raising standards in learning and teaching so that students will be successful in the knowledge, functional skills and understandings, essential to the pursuit of their career aspirations. Students will possess the values, attitudes and behaviors which will enable them to choose healthy and fulfilled lives; make a positive contribution to society and national development; and adapt to a constantly changing local and global environment.

Strategic Outcome

Enhanced access and equity in Education

Secondary Level

Provide high quality secondary education services through a modern, relevant and holistic curriculum that fosters academic, skills development, positive social and cultural development and assist students in preparation for successful post-secondary education and employment.

Primary

Establish high quality primary education services through a modern relevant and holistic curriculum that will prepare students for success in secondary education and lifelong learning.

1. Provide appropriate learning interventions to struggling students and to include expanded extracurricular activities.
2. Expand availability of ICT and computer-based systems by adding computers and increasing training of teachers in use of ICT to improve education outcomes.
3. Provision of training opportunities for teachers to enhance their practice.

Early Childhood

Offer developmentally appropriate early childhood care and education to pre-primary aged children to facilitate social development and success in subsequent education.

1. Expand training for practitioners to provide appropriate early stimulation and readiness to address declining scores in literacy and numeracy.

Parental support is also a key area of focus as current efforts are made on electronic delivery for the continuation of Educational services. The Parent, Teacher and student partnership must be forged for effective and efficient Teaching/learning and improvement in performance.

Training Facilitator in Online Learning

A training facilitator is someone who manages, designs, and evaluates training programs for employees in an organization. They prepare and present materials, coordinate with department heads, and measure training effectiveness. They also assess the training needs of the company and its employees and use various educational techniques for different roles and skillsets. In this particular situation they are required to train in the use of Online platforms that would facilitate Teaching and learning within the Education System.

2.2 Objective

The training of key personnel in online applications to assist with the teaching/Learning process is a key priority in the Priority Agenda 2024/2025 that speaks to “Education” and also ensuring that we have a wholesome and healthy population. The goals and objective as outlined in the Montserrat Sustainable Development Plan speaks to promoting innovative and sustainable initiatives that would enhance economic growth and development. The thrust is to equip Montserrat with the necessary human resource capacity to enable the island to survive in an ever-changing technological era and to ensure that Montserrat is “green, connected and thriving”. This would ensure the productive, and sustainable use of natural resources and the employment of smart, energy efficient solutions to reduce the environmental footprint. The use of robust on-island ICT infrastructure and seamless access to commercial, cultural, educational and health services opportunities should be possible from anywhere in the world. The whole

aim should be limitless possibilities, the promotion of economic regeneration, an enterprising population, expanding markets and flourishing sectors to ensure a healthy and wholesome Montserrat.

The e-education element of the NICT Policy, Strategy & Implementation Plan speaks to the acronym E-LAVA where the E is for E-Learning. This relates to the effective infusion of ICTs throughout the Education system for enhanced teaching, learning and school administration. It envisions the creative and customization of education materials and a collaborative environment in which parents, teachers and students purposefully interact.

More sophisticated gadgets are emerging every day and the human mind and thought process have become increasingly creative and innovative. The transmission and speed at which data/information is passed throughout the world is within milliseconds. Hence, it is paramount that Ministry provides the opportunity for Learning and Development of Teachers and Administrative/auxiliary staff within the Education sector to be able to deliver the type of environment that would promote effective learning for the students.

Hence there is a need for additional technical expertise, to facilitate this training initiative that is critical to human resource development, for efficient and effective Teaching and Learning.

2.3 Recipient

The main recipient of the training is the students and parents within the Ministry of Education.

2.4 Purpose of the Services

In light of the foregoing, it is anticipated that the Technical Consultancy will provide training services to ensure that the relevant personnel are equipped with the knowledge and skills to manipulate online applications in the teaching/learning process within the Education Sector. This would provide the enabling environment to drive aspects of the National Information Communication Policy, Strategy and Implementation Plan and the Key Strategies for the Ministry. This can serve as a model for other small island states within the region to emulate as the following would be realized: effective student learning; Ease of connecting with technology and learning at student pace; Increased engagement in classes; parent appreciation and awareness of the online application for effective monitoring and improved student performance; check and balances in terms of student/parent and teacher engagement; Flexible learning hours; Increases parents access to teachers; students/parents experience automation at its best; Opportunities for students/parents to earn more from online tutoring websites and how the applications can enhance learning.

2.5 Timeframe

The Technical Consultancy will commence work no later than the **01st January 2024 and will be engaged up to 31st March 2024.**

The duration may be extended beyond the specified date to ensure full completion of the initiative.

3.0 SCOPE OF THE SERVICES

The Technical Consultant will work with the Ministry of Education Youth Affairs and Sports to undertake the following tasks and all related activities that may be required to ensure a cost effective and timely completion of the delivering of training in online applications for efficient and effective Student Learning and Parent monitoring in the Education Sector of Montserrat:

- Provide training to manipulate at least two online learning applications (e.g., google classroom, Microsoft Teams, Edmodo, Zoom, Google Meet, Moodle).
- Provide hands on training in Introductory Microsoft Applications (Word, Excel, Publisher, PowerPoint, Internet Explorer, Outlook).
- Provide training that would allow for research on the World Wide Web for integration into the online Learning Applications.
- Training in basic computer hardware and software.
- Training in basic cybersecurity practices to enhance system security.
- Knowledge and skills of basic trouble shooting of hardware and software.
- Integration of the various applications to promote effective learning.
- Provision of a booklet as a Step by Step guide for each of the Online Learning applications and Microsoft Suite training delivered.
- Provision of trouble troubleshooting tips for Hardware and software.

4.0 OUTPUTS

	Expected Outputs	Time of Submission
1	Teachers/Auxiliary Staff familiar with the World Wide Web and how to research and in-cooperate information into the Online Applications for efficient Learning	
2	A cadre of Students and parents who can manipulate the online applications, and Microsoft applications for effective learning/monitoring in the Education Ministry	
3	Hands on Training in at least two online Learning Applications	
4	Booklet as a Step by Step Guide for Online Applications delivered	
5	Basic Training in Microsoft applications and online security	
6	Troubleshooting Tips for basic computer Hardware and Software.	

5.0 SKILLS REQUIRED

It is envisaged that the Technical Consultancy to provide training in online learning applications to students and parents within MoEYAS will have:

- A BSc in Information Technology, Computer Literacy, Software Application or a related field from a recognized University.
- At least five (5) years' experience in delivering training in computer applications, hardware and software.
- Relevant/Appropriate professional qualification or certifications in the areas of Microsoft Suite, computer software and hardware; CISCO, Microsoft or related area from a recognized institution.
- Awareness of and manipulation of various ICT devices.
- Familiarity with the various Social Media Platforms (YouTube, Facebook, twitter, Instagram, WhatsApp, Snapchat, etc.)
- Background knowledge of the operations of governments and the field of Education
- Strong presentation, communication and report writing skills.
- Computer skills - word processing, presentations.
- Fluency in written and spoken English.
- Communicates effectively, both orally and in writing to varied audiences
- Openness and transparency.

6.0 REPORTING MECHANISMS

The Technical Consultancy for delivery of training in online learning applications will be based in the Ministry of Education, Youth Affairs and Sports when face-to-face representation is required and will report to the Permanent Secretary, Ministry of Education, Youth Affairs and Sports.

The Technical Consultancy will engage in regular updates and reports on the progress to the Permanent Secretary, MoEYAS.

The Technical Consultancy will work closely with the Director of Education, Ministry of Education, other GoM Ministries/Department and Stakeholders to realize the output to be achieved from this initiative.

7.0 EDUCATION, SKILLS AND EXPERIENCE REQUIRED

1. Previous employment experience (minimum 3 years) in communication, journalism, print media, research documentation and report writing.
2. Native English speaker.
3. Excellent in written and verbal communication
4. Familiarity with local media, and established network of concepts with local journalists.
5. Ability to express ideas and concepts clearly and concisely in written and oral form
6. Competent in the use of computer and internet information software, and the use

of desktop publishing software

8.0 REMUNERATION

The remuneration for this consultancy will be in line with Procurement Regulations, 2019.

9.0 REQUIRED DOCUMENTS

The Application should include the following documents:

1. A Motivational Letter
2. An updated Curriculum Vitae (CV) (no more than four **(4) pages**)
3. Copies of relevant Qualifications (Diplomas, University degrees, etc.)
4. A short technical **write-up** to include the following chapters:
 - Interpretation of objectives
 - Proposed methodology
 - Proposed work plan

10.0 QUOTATION EVALUATION CRITERIA

The following evaluation criteria will be used to evaluate Bids received in response to this ITT. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail, with failure meaning that bids would be deemed Non-compliant. Bidders must achieve a minimum score of **65%** to be considered for award of contract.

EVALUATION CRITERIA		WEIGHTED SCORE %
Administrative Compliance		PASS/FAIL
<i>The technical and cost criteria will be evaluated over a total of 100 %. Bidders are required to achieve at least 65% of the minimum technical score to qualify to be considered for contract award.</i>		
Experience (Curriculum Vitae with Detailed Experience etc)		30%
Work portfolio with the last three (3) years		20%
Cost Proposal		50%
TOTAL		100%

10.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the Quotation Checklist:

- Completed and signed **Form of Quotation** (including the commencement and completion time)
- A valid Tax Compliance Certificate (if locally based), must accompany the submission.
- Completed and signed Respondent's Identification details
- Completed and signed Anti-Collusion Certificate
- Details of Expertise and Experience (to include CVs of all key staff proof of academic qualifications and professional experience)
- Two (2) professional reference letters etc)

This is a **PASS/FAIL** criterion. If all the above requirements are fulfilled, then the Bidder would move onto the next stage of the evaluation. If any of the above-mentioned items are not submitted, then the Tender would be deemed non-compliant and rejected.

10.2 Experience (30%)

Bidders are required to submit Curriculum Vitae (CVs) of all key successful Bidders/staff as well as proof of their academic qualifications and professional experience, with other relevant documents such as certificate of academic qualifications.

Marks will be awarded to a bidder who has undertaken similar work in the past. Therefore, the bidder should demonstrate his/her ability to undertake the consultancy and complete successfully within the timeframe.

Work Portfolio (20%)

Bidders must provide evidence of previous work completed within the last three (3) years and two (2) professional reference letters.

10.3 Technical Quotation (50%)

Bidders are required to provide a concise and detailed technical quotation to include the following chapters: Interpretation of objectives, proposed methodology, proposed work plan.

11.0 RESPONDENT'S IDENTIFICATION DETAILS

A	PERSONAL INFORMATION	
BUSINESS NAME:..... REGISTRATION NUMBER:..... BUSINESS ADDRESS:..... CONTACT PERSON:.....POSITION:..... TELEPHONE NUMBER(S):.....WEBSITE:..... EMAIL ADDRESS:		
B	QUESTIONNAIRE	
		☐ Tick the applicable response
1	Your entity operates as which one of the following?	☐ Sole Proprietorship ☐ Partnership ☐ Limited Liability ☐ Others
2	How many years has your entity been in operation?	☐ (0-1) ☐ (1-3) ☐ (3-5) ☐ (5-10) ☐ (10 & Over
3	Number of Employees within your entity?	☐ (1-5) ☐ (6-10) ☐ (11-15) ☐ (16 & Over)
4	How many similar contracts has your entity successfully completed in the last five (5) years?	☐ (1-3) ☐ (4-6) ☐ (7-9) ☐ (10 & Over)
5	What is the highest sum of any of the contracts completed in the last five (5) years?	☐ (50-100)K ☐ (101-200)K ☐ (201-400)K ☐ Over 400K
6	Has your entity failed to complete a contract for a public or private entity?	☐ YES ☐ NO
I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand that any false statement may result in a denial of a contract and possible debarment from future prospects. (Signature of Business Representative) Date Business Name/Stamp		

12.0**GOVERNMENT OF MONTSERRAT****TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE**

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT i), ii) OR iii) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF

DATE.....2023

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE No..... FAX No

13.0 FORM OF QUOTATION

Mary Fergus-Lynch
Permanent Secretary (Ag)
Ministry of Education, Youth Affairs and Sports
P O Box 344
Brades
Montserrat MSR 1210

Dear Mrs. Fergus-Lynch,

Consultancy to Training in Online Applications (Students and Parents)

I/We the undersigned undertake to complete the above service in accordance with the Terms of Reference, for the sum of:

I/We understand that I/We shall complete the project **within three (3) months**, commencing **January 2024** and completed by **March 2024**.

I/We understand I/We shall not be reimbursed for any costs that may have been incurred in compiling this Bid.

I/We confirm this quotation shall remain valid for a period of **one hundred and twenty (120)** days from the date of submission.

Name.....

Signed.....

Name of Company.....

Address.....

.....

Tel. number.....

Email address:

Date.....

14.0 QUOTATION CHECKLIST

Project Title: **Consultancy for Training in Online Applications
(Students and Parents)**

Date advertised: **Friday, 24th November 2023**

Clarifications Deadline: **Friday, 08th December 2022**

Quotation Deadline Date: **Friday, 15th December 2022**

Quotation Deadline Time: **12:00 noon (Eastern Caribbean time/ GMT-4)**

Below are the following documents that should be provided for bids to be valid.

Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected.

Completed and signed Form of Quotation	☐
A valid Tax Compliance Certificate (if locally based)	☐
Curriculum Vitae with detailed Outline of experience(s) – (no more than 4 pages)	☐
Copies of relevant qualifications (Diplomas, Degrees etc)	☐
Work portfolio (for the past five (5) years)	☐
Technical Quotation	☐
A Motivational Letter	☐
Two (2) Reference letters	☐
Completed and signed Respondent's Identification details	☐
Completed and signed Anti-Collusion Certificate	☐

.....
Signed on behalf of Bidder

.....
Date

15.0**FORM OF AGREEMENT
ISLAND OF MONTSERRAT**

This Agreement is made the..... day of.....**2023** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by (hereinafter referred to as “**GOM**”) of the one part andwhose address is acting herein and represented by (hereinafter referred to as “**the Supplier**”) of the other part.

WHEREAS the Government of Montserrat is desirous of carrying out the following services **for Consultancy for Training in Online Applications (Students and Parents)**, and WHEREAS the Supplier offered to perform this task as a contract price of dollars (**EC\$.....00**), as full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within twenty-eight (28) days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier.

1. INTERPRETATION

1.1. In these conditions the following terms shall have the following meanings: -

The Contract means the agreement concluded between the **GOM** and the Supplier,, including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

The Contracting Authority means the Government of Montserrat **GOM**.

The Contract Price means the gross price to be paid by **GOM** and the method of payment of the Contract Price shall be agreed between the parties.

The Services means all work which the Supplier is required to undertake in the performance of this contract **for Consultancy for Training in Online Applications**.

The Supplier means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

2. CONTRACT DOCUMENTS

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Agreement (This document)
- (b) Schedule 1 –Deliverables

(c) Appendices:

- Appendix 1: Form of Tender
- Appendix 2: Bid documents

3. DELIVERABLES

- 3.1 The Supplier agrees to perform the Services in accordance with **Schedule 1** of this Agreement.

4. VARIATIONS OF CONDITIONS

The Service of **Consultancy for Training in Online Applications** outlined in the Scope of Service (Terms of Reference) shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this Agreement.

5. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within five (5) days of the force majeure event relied on or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

- 5.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
- 5.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

6. PAYMENT

- 6.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the Supplier a Sum**dollars (EC\$......00)** inclusive of any relevant taxes and fees as outlined; within twenty-eight (28) days of receipt of an invoice. This sum is payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** shall give notice in writing of its intention not to pay such fee and provide the relevant reason where:
- The Supplier has failed to carry out Services, or has inadequately carried out Services required by this Contract to be carried out and has not remedied such failure or deficiency within a reasonable time;
 - The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - There is a breach of any other provision of this Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 6.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

- 6.3 If any fee or portion thereof payable under this Agreement shall be unpaid forty (40) days after receipt of an original invoice in respect of such fee the Supplier may give notice to the **GOM** requiring the **GOM** to pay such fee or part thereof and if the **GOM** shall fail to comply with such notice, the Supplier may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.
- 6.4 Any payment made after the due date for payment shall attract interest at a rate of 2% per centum.

7. INDEMNITY AND INSURANCE (if applicable)

- 7.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of: -
- 7.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 7.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 7.2 Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of:
- a) sum equivalent to three (3) times the fee payable under this Contract or
- b) \$100,000.00 Eastern Caribbean Dollars.
- 7.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 7.4 Further, and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Successful Bidder/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
- a) all other parties appointed or to be appointed by the Contracting Authority to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Contracting Authority such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
- b) it shall be deemed that all such other parties have not limited or excluded their liability to the Contracting Authority for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this Clause

8. INSURANCE

- 8.1 The Supplier shall insure against its full liability under this Contract.
- 8.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

9. ASSIGNMENT

- 9.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 9.2 The Supplier shall not:-
 - 9.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or
 - 9.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM**, **such consent shall not be unreasonably withheld or delayed**, which if given shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults, or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

10. CONFIDENTIALITY

- 10.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 10.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.
- 10.3 The Supplier shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Contract.
- 10.4 The obligations set forth in this Clause 10 shall expire two (2) years after the termination of the Contract.

11. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount

of any loss resulting from such action if: -

- 11.1 Any party that has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or
- 11.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 11.3 In relation to any Contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
 - 11.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
 - 11.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 11.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

12. TERMINATION

- 12.1 The **GOM** may terminate this Contract in any of the circumstances set out below by giving to the Supplier notice in writing where the Supplier: -
 - 12.1.1 Commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Contracting Authority to the Supplier, the Supplier fails to remedy such breach within fourteen (14) days of the notice then the Contracting Authority may terminate the Contract forthwith.
 - 12.1.2 Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
 - 12.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
 - 12.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
 - 12.1.5 Has an administrative receiver appointed;
 - 12.1.6 Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00.

12.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.

12.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-

12.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;

12.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;

12.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Supplier as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

13.0 OWNERSHIP OF MATERIAL

13.0 Any material, graphic, software or otherwise, supplied by the Supplier for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Supplier may retain a copy of such documents and software.

14. WAIVER

14.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

15. COMPLETE CONTRACT

15.1 This Contract supersedes any prior Contract between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

16. GOVERNING LAW

16.1 This Contract shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

17. FORCE MAJEURE

17.1 Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if

any other cause beyond the reasonable control of the parties or either of them renders the performance of this Contract impossible whereupon all money due under this Contract shall be paid immediately.

18. WARRANTY (if applicable)

- 18.1 The Supplier warrants that all the Goods are new, unused, and are line with the Supplier's bid.
- 18.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier.
- 18.3 The warranty shall remain valid for, whichever comes first, after the Goods have been delivered to and accepted by GOM. The period for repair or replacement after being notified of the defect by the Purchaser shall be **twenty-eight (24) days**.
- 18.4 If having been notified, the Supplier fails to remedy the defect within the period specified in 18.3, GOM may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

19. NOTICES

- 19.1 Any notice required to be served under this Contract shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within twenty-four (24) hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within seventy-two (72) hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.
- 19.2 A notice shall be delivered as follows:
- A. If to the Supplier, to:
- Name :
- Designation:
- Address:
-
- Tel:
- Fax:
- Email:
- B. If to the **GOM**, to:
- Permanent Secretary (Ag)
- Ministry of Education

K Osborne Building
Little Bay
Montserrat
Tel: (664) 491-2541
Fax: (664) 491-6941
Email: dep@dep.gov.ms

20. MEDIATION AND ARBITRATION

20.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within fourteen (14) days. If unsuccessful, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

21. SIGNATURES

21.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.
Insert names etc.

SUPPLIER:
Name:
Designation:
Signature:
Witness Name:.....
Designation:
Signature:

GOM :
Name:
Designation:
Signature:
Witness Name:.....
Designation:
Signature:

SCHEDULE 1

SERVICES/TASKS/DELIVERABLES/TIMELINES

The Supplier will provide the services in accordance with the Scope of Services, Terms of Reference, Deliverables and output as outlined herein:

Services	Tasks/Deliverables	Timeline