

GOVERNMENT OF MONTSERRAT

Invitation to Tender (ITT)



Physical Development Consultancy to Update the Physical Development Plan (PDP)

**Ministry of Agriculture, Lands, Housing and Environment (MALHE)
P.O. Box 272
Brades
Montserrat, MSR 1110
Tel: 664-491-2546**

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1.0 INTRODUCTION

Introduction

This Invitation to Tender is supplied by the **Government of Montserrat (GOM)** to assist potential suppliers in the preparation and submission of Tenders in connection with **Physical Development Consultancy to update the Physical Development Plan (PDP)**, within the **Ministry of Agriculture, Lands, Housing & the Environment**.

The ITT sets out an indicative timetable for the procurement process and provides instructions for Tenderers. By participating in this Tender you are indicating your acceptance to be bound by the guidelines set out in this ITT.

Included are the tender documents, consisting of:

- 1) Introduction
- 2) Invitation to Tender
- 3) Instructions to Tenderers
- 4) Guidance Notes
- 5) Additional Information
- 6) Terms of Reference
- 7) Evaluation of Bids
- 8) Technical Questionnaire
- 9) Form of Tender
- 10) Respondent's Identification Details
- 11) Anti Collusion Statement
- 12) Tender Checklist
- 13) Form of Contract
- 14) General Conditions of Contract
- 15) Appendix A - Cost Breakdown Template
- 16) Appendix B - Proposed Payment Schedule

Purpose

- Expects Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender
- Sets out the Award Criteria and the tender evaluation process that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

This ITT outlines the programmatic, budgetary, functional and aesthetic requirements which will be used in order to select the entity for this project. The entity will be selected through the Open competitive procurement process.

2.0 THE INVITATION TO TENDER

This is an indicative timetable and may be subject to change.

Project Details	Deliverables
ITT for Physical Development Consultancy to Update the Physical Development Plan (PDP)	Date Published on Government of Montserrat Website and myTenders portal Thursday 14th October, 2021
Access to the ITT Suite of Documents	ITT can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/ Electronic tender packs can be downloaded, completed and 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
Clarification deadline and contact details	Friday 5th November, 2021 Email; Head, Procurement at Jutleh@gov.ms
ITT submission deadline	Wednesday 17th November, 2021 no later than 12.00 midday, (Eastern Caribbean time) 16.00 hours UK time
Tender Submission address	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat
Contract Commencement – this is an indicative date and may be subject to change	December 2021

Procurement Process

A **Consultant to update the Physical Development Plan (PDP)** will be selected through this Invitation to Tender(ITT). Potential Bidders who are interested in this opportunity are asked to submit their tender in line with the instructions and guidance contained within this ITT:

Process after Submission of Tenders

- ✓ Public Opening by Public Procurement Board – This is usually on the same day as the submission deadline at 2.00pm in the Human Resources Management Training Room, Upstairs HR Building, (provided that we have a quorum).
- ✓ Once the bids have been opened and information on the name of the supplier and the price of the bid is announced and recorded. The public element of the meeting is declared over.
- ✓ The bids are locked away securely.
- ✓ The bids are then passed onto the nominated evaluated team, approved by PPB.
- ✓ The evaluation can take from 2-6 weeks depending upon the number of bids received
- ✓ The evaluation team will compile a Tender evaluation report which will be presented to PPB for their consideration and decision.
- ✓ PPB will consider the report and recommendations and will make the final decision.
- ✓ The Procurement department will then send out outcome letters to all bidders via email or hard copy letter if no email address is available.
- ✓ The successful bidder will be advised to contact the Permanent Secretary to arrange a meeting to sign the contract.
- ✓ No services must commence until the contract has been signed.
- ✓ There will be ongoing performance management for each contract that will feed into project completion and closure report. The performance for each contract may be used in assessing future bid submissions.

Evaluation Process

Tender submissions will be evaluated based on the following ITT Evaluation stages:

Stage 1

When evaluating ITT submissions received, we will check them to ensure that:

- they comply with all instructions
- they do not contain any qualifications or conditions,
- they are clear and comprehensive, and
- they are valid and complete

Submissions that are not complete will be eliminated and not considered further

Stage 2

The responses to the Technical Questions within Section 8, will be checked for all submissions received which meet the requirements set out in Stage 1 above.

Only submissions which meet the requirement set out in Section 8 (Technical Questionnaire) will progress to the next evaluation stage.

Stage 3

The submissions who meet all the requirements assessed under Section 7 will now have their price submission evaluated.

If the GoM needs to clarify any points, questions will be submitted in writing to the Potential Bidder via email, who will also be required to respond in writing.

Stage 4

Following the outcome of Stage 3, Clarification the GoM will re-moderate the quality scores if applicable and recommend to PPB that an award be made to the organization that has achieved the maximum score.

3.0 INSTRUCTION TO TENDERERS

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

Authorities

The Authority concerned with this Tender is the Government of Montserrat. The procurement procedure will be managed in accordance with GOM's Procurement Regulations, a copy of which can be found at www.gov.ms

Disclaimer

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

No information contained in this ITT or in any communication made between the GoM and any potential Bidder in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The GoM reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GoM incur any liability in respect of this ITT or any supporting documentation.

The GoM reserves the right to cancel the tender process at any point. The GoM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the GoM is required to follow under relevant Procurement regulations 2019.

- The GoM is not making an offer to enter into a contractual relationship by issuing tender documents.
- The GoM is under no express or implied obligation to invite or evaluate tenders from any or all of the companies who respond to this contract notice with a tender submission.
- The issue of the tender documents does not imply any representation by the GoM as to the candidate's financial stability, technical competence or ability in any way to carry out the Services. We reserve the right to return to these matters as part of the evaluation process.
- The laws of Montserrat shall apply for the purposes of all proceedings relating to this procurement process and any contract awarded pursuant thereto.

Potential Bidders are requested to note that wherever in the ITT there is a reference to the proprietary name of a service or qualification, or to a specific standard, alternative services or qualifications or standards will be acceptable provided the Potential Bidders can demonstrate that the service, qualification or standard is at least equivalent in quality and specification to the named service, qualification or standard and that the alternative meets all of the GoM's requirements to the Authorities satisfaction.

Confidentiality

All information provided in this document, particularly financial information, shall remain confidential between the organisation and GOM and its advisers. GOM will not share this information with any other organisations or Public Bodies without the permission of the organisation. Similarly, organisations must treat all information provided by GOM and its advisers as confidential.

Respondents are required to respect the confidentiality of the process and must not seek to gain advantage by discussing this process or any potential bid with the Press, any UK or GOM official involved in the process or the United Kingdom Foreign, Commonwealth Development Office (FCDO). Under no circumstances should direct contact be made with anyone else regarding this process without the prior arrangement or agreement of the GOM Head of Procurement. Failure to observe this confidentiality may result in disqualification from the tender process.

All information supplied by the Contracting Authority in connection with this ITT shall be regarded as confidential except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of responses to this Request for Tender.

Communication and clarification

All communications during the procurement process must be made in writing and be sent by email to:

Name	Harjinder Jutle
Title	GOM Head of Procurement
Email	jutleh@gov.ms

Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM website for updates. myTenders will send out automatic notifications.

In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format/section as set in the ITT.

- Direct or indirect canvassing of any GoM or, public sector employee or agent by any potential Bidder concerning this requirement, or any attempt to procure information from any GoM or, public sector employee or agent concerning this ITT may result in the disqualification of the potential Bidder from consideration for this requirement.

Participation

Tenders must be submitted by, or on behalf of, the proposed bidder of the services. No change in the identity or composition of the Bidder (including the identity or composition of any partner in a consortium or of any sub-contractor to the Bidder) is permitted during the procurement process unless GOM has given its prior approval in writing.

Conflict of interest

Each Tenderer shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”):

- (i) any employee of the Government of Montserrat;
- (ii) any member of the Government of Montserrat;
- (iii) any family member of any such employee; or
- (iv) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this ITT.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Tenderer’s response.

Contract Term

The duration of the consultancy is dependent on the proposal accepted but must be completed three months before the expiry of the current Physical Development Plan in June 2022.

Contract Award

GOM will award a contract on the basis of the award criteria detailed within Section 7 below (Evaluation of Bids) of this document.

Once GOM has reached a decision in respect of a contract award, it will notify all Bidders of that decision before entering into any contract.

Contract award is subject to the formal approval process of GOM through the Public Procurement Board. Until all necessary approvals are obtained no Contract will be entered into.

Ownership of Material

Any studies, reports, designs or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Consultant may retain a copy of such documents and software.

All documents submitted by Tenderers in response to this ITT are to remain the property of the Government of Montserrat.

Limitation of Liability

The Government of Montserrat will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this ITT, the Tenderer's participation in this ITT process or the Government of Montserrat's acts or omissions in connection with the conduct of this ITT process. This limitation applies to all possible claims by a Tenderer, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Government of Montserrat of a duty of fairness or relating to a failure by the Government of Montserrat to comply with the terms set forth in this ITT.

Contract Requirements

The Technical Specification details the required Service Level Agreements, Key Performance Indicators and overall GoM requirement. The Potential Bidder shall be required to confirm their ability to meet the Technical Specification through completion of the Technical Questionnaire (**Section 8**).

The Potential Bidder shall be expected to agree to the Contract Terms and Conditions prior to contract commencement.

The Potential Bidder's terms of business will not be accepted in lieu of or in addition to the Contract Conditions forming part of this ITT.

Tax Obligations

If locally based, the tenderer must submit a Tax Compliance Certificate from Inland Revenue along with the bidding 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. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper tax compliance certificates would be rejected.

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.

Submission Instructions

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

The priced information submitted in the Form of Tender must include, (but should not be limited to cover) all the cost essential to Physical Development Consultancy to update the Physical Development Plan (PDP).

There are **two (2)** options available for submitting a Tender:

SUBMITTING A TENDER (BID)

- 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.

- **Hard copies** can be submitted by hand – Please follow the instructions set out below.

Submitting a hard copy of your Tender

You will need two (2) plain envelopes for the Tender submission.

You must follow these instructions. Failure to do so may result in the tender being non-compliant and not considered any further.

Envelope 1.

Follow the steps written below:

- a. Write the name of the Bidder (Tenderer, Supplier) on this envelope.
- b. Write the name of the project and the address on the envelope as written below:

Invitation to Tender for Physical Development Consultancy to update the Physical Development Plan (PDP)

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

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

Envelope 2

Continue following the steps below:

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

Invitation to Tender for Physical Development Consultancy to update the Physical Development Plan (PDP)

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

NB: Envelope 2 must not have the Bidder's name on it or any other markings.

Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.

Tenders are to be delivered to the address above by **12:00 midday Eastern Caribbean time, 16:00 UK time.**

Tenderers will be given a receipt.

4.0 GUIDANCE NOTES

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

1. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
2. The GoM reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
3. Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. Under the Contract the GoM will require compliance with its policies. Potential Bidders are advised to satisfy themselves that they understand all the requirements of the service requirements and Contract before submitting their Tender. Where additions or amendments

are made to the clauses included in the Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions

5. Any changes to the procurement timetable shall be published as an Addendum on both websites, GoM and myTenders.
6. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as Section 14. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
7. Tenderers must complete, sign and return Tender Submission Check List, with all the required documents to constitute a compliant Bid. Failure to comply with this requirement will lead to bids being deemed non-compliant and failing to pass the administrative compliant stage. (Stage 1).
8. Tenderers are to provide all document or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
9. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.
10. All tenders will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
11. Tenderers are not permitted to submit alternative tenders.
12. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.
13. Validity Period - The bids must remain valid for acceptance for a minimum of ninety (90) days after the Submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period, we will seek to do this in writing.
14. Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.
15. The submission will be checked for completeness and compliance before responses are evaluated.
16. Any signatures must be made by a person who is authorised to commit the Potential Bidder to the Contract.
17. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the GoM and its advisers
18. Where Potential Bidders believe that they are unable to submit a Tender through the electronic system or deliver a hard copy or require assistance or further information to be

able to use the myTenders portal, they must contact the GoM via email no later than 4 calendar days before the Tender submission due date, to enable any technical queries to be investigated and resolved.

19. The GoM may wish to undertake a site audit on your premises, to clarify any aspect of your tender submission. Following the site visit, the GoM reserves the right to re-moderate the scores given to your submission.

20. Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Tenderer without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Tenderer of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Government of Montserrat.

21. Health and Sanitation

All local health and sanitation requirements must be met at all times. This shall include the wearing of gloves, hair coverings and aprons by staff as appropriate.

COVID 19 regulations/protocols must be adhered to.

The highest standards of sanitation must be maintained throughout the contract period.

22. Criminal Record Checks

The service provider shall provide documentary evidence that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of an offence or any other crime that indicates the person poses a threat to the physical safety to employees in the workplace.

The service provider shall not assign any employee to provide services pursuant to this Contract if the said worker has ever been convicted of an offense or any crime involving assault, sex offences, violence, or drugs; or if the said worker has engaged in any crime or conduct indicating that the worker may poses a threat to the safety or well-being of employees.

Officials reserve the right to prohibit any employee of the service provider from providing services if it is determined, in its sole discretion, that such employee poses a threat to the safety or well-being of personnel or others.

5.0 **Additional Information**

1. Environmental Issues

The GoM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

2. Equalities & Diversity

The GoM is committed to providing its services in a way, which promotes equality of opportunity at every possibility. It is expected that the successful Potential Bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation.

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

3. Financial Guarantee

The GoM reserves the right to require the successful Potential Bidder to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract

4. Sub-Contracting and Consortia Arrangements

Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.

It is recognized that arrangements in relation to sub-contracting may be subject to future change. However, Potential Bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Bidder to proceed with the procurement process or to provide the goods and/or services.

If the Potential Bidder bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in respect of each of the consortium's constituent members as part of a single composite response.

Potential Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the annex. However, please note the GoM reserves the right to require a successful consortium to form a single legal entity.

The GoM recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the GoM so that it can make a further assessment by applying the selection criteria to the new information provided.

5. Sustainability

The GoM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GoM is looking for a commitment within Tenders to assist the GoM in the following duties: Health and Wellbeing; Our Local Economy; Smarter Travel
Environmental Issues

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

6. Developing the Local Economy

The sustainable development goal places an obligation on Government of Montserrat to consider how what is being procured will improve the economic, social and environmental well-being of our local area.

7. Tenderer Performance

The selected Tenderer may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Tenderer and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Tenderer, taking into consideration, in addition to specific work related to the project undertaken by the Tenderer, ongoing Tenderer staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Tenderer, with the goal of immediate and permanent resolution where concerns have been raised. The Government of Montserrat reserves the right to remove from the roster any selected Tenderer who has been qualified by this ITT process by way of written notice if, in the sole discretion of the Government of Montserrat, based on any on-going or specific evaluation or assessment of the Tenderer or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

8. Payments and Deposits

Invoices will be paid within twenty-eight (28) days from the approval date of the invoice.

9. Insurance and Workers Compensation

Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this ITT: The Successful Tenderer shall carry at all times during the performance of the work Professional Indemnity Insurance not less EC\$1,000,000.00, (where applicable).

Responsibilities of Successful Tenderer

- (a) The Successful Tenderer shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Government of Montserrat with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Government of Montserrat.
- (b) The Successful Tenderer or their insurer will notify the Government of Montserrat at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage

provided by the Successful Tenderer to the Government of Montserrat.

10. Indemnification

The Successful Tenderer agrees to indemnify and save harmless the Government of Montserrat, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Tenderer functions arising from this contract except to the extent of the Government of Montserrat's gross negligence.

At no time will the Government of Montserrat be responsible for any injury sustained by the Successful Tenderer, their employees or any person on the Government of Montserrat's premises, nor will the Government of Montserrat be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Tenderer, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Government of Montserrat's premises or site.

The Government of Montserrat shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Tenderer arising out of or in any way related to this ITT or subsequent contract.

6.0 TERMS OF REFERENCE

6.1 Background

The self-governing British Overseas Territory of Montserrat is a mountainous island of approximately 102 square kilometres, forming part of the Eastern Caribbean volcanic chain extending from Saint Kitts in the north to Grenada in the south. In 1995, the eruption of the Soufrière volcano led to the evacuation of the capital, Plymouth; and two thirds of the island is now covered by an exclusion zone. Prior to the onset of volcanic activity in 1995, Montserrat had a population of approximately 11,000, but this has now reduced to approximately 4,800, all located in the northern third of the island.

Land in the north of Montserrat is at a premium, with some of the southern part of the island showing rebounding key activities like sand mining, residential development and tourism. The scale of development in the north of the island, which included a new government building complex at Brades, housing in Davy Hill, Lookout, new schools and a new airport, the beginnings of a new town in Little Bay and of a new seaport, has significantly altered the pattern of human development. Existing mapping is therefore out of date and no longer adequate for planning purposes.

A significant focus for development over the next ten years will be in the Little Bay/Port area. The Government of Montserrat has approved a masterplan for development of Little Bay and HMG has already provided funding for CIF (Caribbean Infrastructure Fund) currently being implemented. It is important that future development of the entire Little Bay / new seaport area is undertaken in a co-ordinated way that should be consistent with the PDP. It is appropriate therefore, that the FDCO be engaged in the process of updating the PDP in parallel with the work on Little Bay Port Development.

Over the last twenty-four (24) years GoM, through its donors and local revenues, has provided funding, focusing initially on emergency support for housing and basic services, and then on development of essential infrastructure in the north of the island.

There are many competing demands on the remaining land for housing, public services and private sector development; all of which require infrastructure provision. It is important to ensure that future land use planning takes full account of demographic projections, investment and development plans (such as tourism development plans), anticipated social impacts, cumulative environmental impacts as well as infrastructure requirements. Many of these are dictated by topography or the need to protect essential resources (for example, catchments for water supply).

The existing 2012-2022 Physical Development Plan, which was prepared in accordance with the Physical Planning Act 2002 CAP 8.03 to guide this development, would be out of date within a year.

There is an urgent need to prepare an updated plan which incorporates actual development over the last ten years and takes account of a revised approach to strategic planning, aligned with the Government of Montserrat's recently adopted medium term budgetary framework.

Production of the updated Montserrat PDP is linked to the UK Government's obligations to the Overseas Territories – *“to help to provide an improved environment for economic and social development and promote self-sustainability”*.

6.2 Objectives

- i. To provide an essential tool in long term sustainable planning for development of the north and areas south of Belham, through the PDP.
- ii. To support GoM's Sustainable Development Plan and Policy Framework, through the PDP.
- iii. To set the framework for identifying appropriate land use to support planned economic and socially inclusive development while safeguarding the environment.
- iv. To provide a much more comprehensive and supportive framework, through the PDP, to enable and streamline the achievement of the following national targets in a sustainable manner; infrastructure development for energy, road transport, sea-access, Little Bay town, , product development for tourism., ongoing housing sector consultancies, hospital design works, health and social care infrastructure improvements, the emerging energy strategy, appraisal of the secondary school buildings the GoM maintenance strategy, and government accommodation plan.
- v. To enable the UK Government to work more strategically and effectively with Montserrat in its approach to the allocation of financial assistance, with an emphasis on infrastructure planning and development. This is currently decided on an individual project basis with little or no reference to an over-arching planning framework, leading to substantial delays in project approval and with high administrative costs.
- vi. To ensure coherent development of the northern third of the island and also areas in Zone V and south of Belham, safeguard areas required for future infrastructure and public services, ensure that cumulative environmental impacts are fully understood and provide a clear basis for prioritisation of future development. Requests for the modification to the Plan for sand mining in Upper Belham and Fort Ghaut are being considered. The MVO will soon complete a Risk Assessment Plan which will guide developments in Zone V.

- vii. To enable the Physical Planning Unit and the Planning & Development Authority to develop a holistic strategic planning framework that would be fit for purpose and meets the long-term future development priority needs of Montserrat.

6.3 Impact and Outcome

The anticipated impact of this work is that future physical planning and infrastructure development contributes directly towards achieving the strategic goals of GoM's sustainable development plan.

The outcome of the project is the provision of an updated PDP, which provides the strategic framework and guidance for long-term physical planning and infrastructure development in Northern Montserrat and areas in Zone V South of Belham, from 2022 to 2032.

6.4 Scope of Work

- i. To produce an updated Physical Development Plan 2022-2032 to be submitted to the Planning and Development Authority and Cabinet, in accordance with the Physical Planning Act, CAP 8.03.
- ii. To meet with relevant stakeholders and the public to obtain feedback and input into the Physical Development Plan.
- iii. To work with the GIS Manager to obtain base data and providing support and guidance in producing the maps for the Physical Development Plan.
- iv. To communicate and liaise on subjects relating to Physical Development Plan with government ministries/departments and non-governmental, regional institutions and other stakeholders as agreed with the Chief Physical Planner and Permanent Secretary.
- v. To respond to observations and queries related to the Update of the Physical Development Plan.
- vi. To design and submit forward plans and options for the sustainable development and improvement of lands on island.
- vii. To research and formulate policies to inform GoM's decisions on the use land, construction of buildings and other relevant works.
- viii. To compile and analyse data to monitor and help inform strategic development planning for the Physical Development Plan.
- ix. To provide an outline Strategic Level Infrastructure Plan for 2022 to 2032 which will provide the framework for development.
- x. To incorporate all modifications made since the last Plan was approved.
- xi. To provide a Strategic Environmental Assessment (SEA).
- xii. To consult with stakeholders and other interested parties, including land developers,

architects, the general public and other professionals on land development matters, for input into the PDP.

- xiii. To integrate the data and other relevant information including land registration data produced and held by the Land Registration and Survey Department into the GIS system. This should aid in the update of the base maps for the Physical Development Plan.
- xiv. To secure and backup such data to ensure that it will be retrievable within the shortest possible time in the event of an emergency or disaster.
- xv. To provide reports to the Chief Physical Planner, the Permanent Secretary.
- xvi. To provide technical advice to GoM, the PDA, developers and persons wishing to engage in property development on acceptable sustainable development methods regarding the use of land resources.

6.5 Deliverables/Outputs

The key output is an updated Physical Development Plan, which will include an enhanced infrastructure component and a Strategic Environmental Assessment.

The PDP will be a comprehensive document, which receives highest (Cabinet) level endorsement, by the Government of Montserrat. It will provide the basis for ensuring that future physical planning and infrastructure development contributes directly towards achieving the Government of Montserrat's goals of environmental sustainability and economic self-sufficiency.

The PDP will specifically be used to inform areas that need to be reserved for future infrastructure development, or areas that need to be protected and managed for environmental concerns, as well as providing an overview of infrastructure development priorities and resource requirements in the medium to long term.

Key project Deliverables will be:

No	Deliverables
1	An Updated Physical Development Plan 2022 to 2032 incorporating options and final plan for zoning of land and planning guidelines
2	A Geographic Information System (GIS) updated with the latest datasets for all physical, environmental, economic and social characteristics. This must be in electronic GIS Ready Format (with Raster and Shape Files and must be editable)
3	A strategic level Outline Infrastructure Plan 2022 to 2032
4	A strategic Environmental Assessment (SEA)

6.6 Methodology

A thorough review of existing and new survey data, including demographic projections and the priorities for Little Bay, combined with an enhanced focus on infrastructure and the wider environment, will make feasible a more rigorous approach to updating the Physical Development Plan. Ensuring that GoM is provided with the resources and capability to lead a comprehensive stakeholder consultation process, to make full use of the available data and to produce a high level document is key to ensuring that the new Plan will meet the outcomes and impacts as intended.

In addition, by incorporating the Infrastructure Plan, the GoM is equipped with a vehicle by which a more streamlined approach to infrastructure prioritisation and resourcing can be developed. The SEA will endeavour to take account of the cumulative environmental impacts of numerous individual developments, whilst providing for a planning framework, which can more effectively accommodate natural hazard and climate change related impacts.

The updated plan will be required to balance a range of issues and land use demands, which will include biodiversity, environment and landscape, residential development, infrastructure development, heritage, quality of life, tourism, economic development, disaster management and climate change mitigation/adaptation, education and community.

By engaging **a team of specialist consultants**, GoM and in particular the Physical Planning Unit, will be provided with the capacity and resources required to update the Physical Development Plan to a high standard which can ensure to a greater degree of certainty the achievement of the Impacts and Outcomes. Core expertise in physical planning, infrastructure and the environment will be supplemented as necessary by economic, demographic and risk management expertise. This will assist in providing the expected outputs against which success shall be measured.

6.7 Consultancy Compensation

The cost associated with the update of the Physical Development Plan as per the Deliverables/Outputs, is dependent on the accepted proposal, and would include but not limited to:

- Consultancy Fees
- Accommodation
- Transportation
- Public consultation expenses
- Software
- Document Production and Printing

It is expected that funding will be provided by GoM to support this consultancy to update the National Physical Development Plan.

6.8 Term of Engagement

The duration of the consultancy is dependent on the proposal accepted but must be completed three months before the current Physical Development Plan expires in June 2022.

The consultants are expected to visit Montserrat as part of the process of the production of the Updated Physical Development Plan.

6.9 Required Competencies

Qualifications of consultancy experts

Master's Degree in Urban Development and Regional Planning or its equivalent. Affiliation with a recognized Planning Institute will be an asset.

Experience of consultancy experts

At least ten (10) years' experience in Urban Development and Regional Planning, the last five (5) being at a Senior Management level.

- Experience working with a Regional or International organization in the field of Urban and Regional Planning.
- Expertise in physical planning, infrastructure development with knowledge of economic assessment, social & demographic analysis and risk management.
- Experience in planning law, analysis of Environmental Impact Assessments and the preparation and implementation of Development and Local Area Plans.

Technical & Professional skills of consultancy experts

- Information Technology in the operation of Geographic Information Systems technology.
- Technical and Statistical analysis.
- Report writing and the preparation of technical reports and policy papers.
- Environmental Impact Assessment (EIA) Analysis.

Interpersonal skills of consultancy experts

- Excellent interpersonal, oral and written communication skills.
- Customer friendly, team player.
- Must have the ability to negotiate and reach consensus.
- Sharing of knowledge and skills.

Management or leadership skills of consultancy experts

- Ability to supervise, provide feedback and support.
- Ability to plan and monitor programmes and projects.
- Time management.
- Conflict resolution skills.

Knowledge of consultancy experts

Sound knowledge of:

- The Physical Planning Act

- The Montserrat Building Code & Guidelines
- Financial Regulations applicable
- Geographical Information Systems
- Land Information Systems Software.

6.10 Reporting & Oversight

The Ministry of Agriculture, Lands, Housing and the Environment through the Permanent Secretary would provide general oversight of the consultancy. Management of funding for this consultancy will be done by the Human Resources Management Unit.

Other key stakeholders include the His Excellency the Governor, Hon. Premier and other Cabinet Members, the Manager Montserrat Land Development Authority, other GoM Departments and statutory bodies such as the National Trust, the Landowners Association, the Montserrat Chamber of Commerce, the Montserrat Volcano Observatory, International groups (Kew Gardens, RSPB, Wildlife International and Plant Life International), and residential communities.

6.11 Monitoring and Evaluation

Monitoring of progress in the development of the Physical Development Plan will be through the submission of regular monthly reports by the Physical Development Consultants to the Chief Physical Planner, the Manager Montserrat Land Development Authority and the Permanent Secretary.

6.12 Project Risks

A possible risk associated with this project relates to achieving consensus over future development plans. A greater risk is the extent to which the study's provisions are enforced in future development. The key to achieving consensus will be effective communications with all stakeholders, both during formal public consultation and during preparation of the final Plan. A comprehensive consultation process (**Communication Plan**) is required to be built into the consulting team's proposal. Rating: low

The fiduciary risks associated with this project are minimal, with GOM contracting a well-established consultancy to update the Physical Development Plan.

Overall risk rating: Low

7.0 EVALUATION OF BIDS

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 marks. Bidders are required to achieve at least 65% of the minimum technical score to qualify to be considered for contract award.</i>	
Qualifications & Experience	40%
Technical Questionnaire	30%
Cost Proposal	30%
TOTAL	100%

7.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the ITT. The ITT Checklist in Section 12 provides a list of documents to be completed and submitted for bidders to be deemed compliant and achieve a PASS assessment. The accurate and whole submission of these documents fulfils the Administrative Compliance requirement, which is a Pass/Fail assessment. Where all of the outlined requirements have been fulfilled, the bidder will then advance to the subsequent evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and the submission rejected.

7.2 Qualifications and Experience

Tenderers are required to submit Curriculum Vitae (CVs) of key consultants/staff as well as proof of their academic qualifications and professional experience with other relevant documents such as certificate of academic qualifications and professional reference letters:

- i. **Details of the Qualifications** of all key consultants/staff who will be assigned to this project. Key consultants/staff must possess a minimum Master's Degree or its equivalent in Urban Development and Regional Planning and/or a relevant, and/or directly related disciplines. Affiliation with a recognized Planning Institute will be an asset. **[30%]**
- ii. **Experience of Key consultants/Staff** - At least ten (10) years' experience in Urban Development and Regional Planning, the last five (5) being at a Senior Management level.

- Experience working with a Regional or International organization in the field of Urban and Regional Planning. Expertise in physical planning, infrastructure development with knowledge of economic assessment, social & demographic analysis and risk management. Experience in planning law, analysis of Environmental Impact Assessments and the preparation and implementation of Development and Local Area Plans. Operation of Geographic Information Systems technology.
- Technical and Statistical analysis. Report writing and the preparation of technical reports and policy papers. – **40%**

iii. **Similar Assignments** - Details of at least two (2) previous contracts completed within the past 5 years of a similar nature to the scope of works of this tender. These details should include but are not limited to the following; the total value of the contracts, the scope of the services, the entity or person for which the service was completed, contact information for the entity or person. – **30%**

No.	Project Description	Client (name and contact details)	Project Value (XCD\$)	Project Duration (MM/YR)	
				Start	End
1					
2					

7.3 Technical Questionnaire

Complete the Technical Questionnaire Template in **Section 8**.

7.4 Cost Proposal

Bidders must complete the Form of Tender and return them with their ITT submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

For example, if the price element is worth 30%:

Lowest Price (A)

Higher Price (B) X 30%

A = 10000

B = 14000 X 30% = B's score is 21.43%

8.0 TECHNICAL QUESTIONNAIRE TEMPLATE

Weighted quality scores will be calculated by multiplying the score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

Question 1: (25%) Please describe your knowledge and experience in physical planning, infrastructure development with knowledge of economic assessment, social & demographic analysis and risk management and explain how this knowledge and experience will support the delivery of this scope. (This section should not exceed 500 words)
Bidders response:
Question 2: (25%) Please provide details of assignments completed in the past, explain how they relate to the scope of works of this tender and how the experience gained will. These details should include but are not limited to the following: - the total value of the contracts, the scope of the services, the entity or person for which the service was completed, contact information for the entity or person. (This section should not exceed 1000 words)
Bidders response:
Question 3: (20%) Please describe in detail your intended methodology (to include a consultation process Communication Plan) for executing the Terms of Reference outlined in this ITT. (This section should not exceed 1000 words)
Bidders response:
Question 4: (10%) Please outline your approach to ensuring that key outputs and deliverables are met within the required timescales. (This section should not exceed 1000 words)
Bidders Response:
Question 5 (20%) Outline your experience and understanding in planning law, analysis of Environmental Impact Assessments, the preparation and implementation of Development and Local Area Plans, Operation of Geographic Information Systems technology, Technical and Statistical analysis. (This section should not exceed 1000 words)
Bidders Response:

8.1 Quality Evaluation Methodology

Quality will be measured upon evaluation of Bidder's responses to the Technical Questions in Section 8.

Each question in the Technical Questionnaire is marked using the following scores:

Scoring – Quality Criteria	
Rating of Response	Score
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	5
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	4
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.	3
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	2
Unacceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the Contract. An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question.	0-1

9.0 FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Montserrat,
MSR1110

Dear Sir/Madam

TENDER FOR PHYSICAL DEVELOPMENT CONSULTANCY TO UPDATE THE PHYSICAL
DEVELOPMENT PLAN (PDP)

I/We the undersigned undertake to complete the above Works in accordance with the General
Conditions of Contract Specifications for the sum of:
EC\$.....

(words).....
.....

If my/our tender is accepted, I/We undertake to commence the Service within ____ day(s) of
receiving the official Award Letter and complete the Services within ____ days from the date of
receipt of the official order.

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

I/We confirm this tender shall remain valid for a period of ninety (90) days from the date of submission
of this Tender.

Name:

Signed:

Name of Company:

Tel. number:

Email address:

Date:

10.0 RESPONDENT'S IDENTIFICATION DETAILS FORM

A	PERSONAL INFORMATION		
BUSINESS NAME:..... REGISTRATION NUMBER:..... BUSINESS ADDRESS:..... CONTACT PERSON:.....POSITION:..... TELEPHONE NUMBER(S):.....WEBSITE:..... EMAIL ADDRESS:			
B	QUESTIONNAIRE		
1	Your entity operates as which one of the following?	☐	Tick the applicable response
		☐	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)
		☐	(1-3)
4	How many similar contracts has your entity successfully completed in the last 2 years?	☐	(4-6)
		☐	(7-9)
		☐	(10 & Over)
		☐	(50-100)K
		☐	(101-200)K
5	What is the highest sum of any of the contracts completed in the last 2 years?	☐	(201-400)K
		☐	Over 400K
		☐	YES
		☐	NO
6	Has your entity failed to complete a contract for a public or private entity?		
C	SIGNATURE		

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

11.0

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.....2020

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

12.0 TENDER CHECKLIST

Project Title: Physical Development Consultancy to Update the Physical Development Plan (PDP)

Date advertised: Thursday 14th October, 2021

Tender Deadline Date: Wednesday 17th November, 2021

Tender Deadline Time: 12.00 midday Eastern Caribbean time, 16.00 UK time

Below are the following documents that should be provided for a contractor's bid 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 Signed Form of Tender (Section 9) ☐

Details of similar contracts completed in the past as per 7.2 iii. ☐

Technical Questionnaire (Section 8) ☐

Signed Anti-Collusion Statement (Section 11)

Tax Compliance Certificate (if Locally based) ☐

Curriculum Vitae of key consultants/staff, proof of academic qualifications and professional experience and reference letters per Section 6.2 ☐

Completed Proposed Payment Schedule (Appendix B) ☐

Completed Bidders Identification Details (Section 10) ☐

Completed Cost Breakdown Template (Appendix A) ☐

.....
Signed on behalf of Contractor

.....
Date

13.0 FORM OF CONTRACT

FORM OF AGREEMENT ISLAND OF MONTSERRAT

This Agreement is made the..... day of..... between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **the Permanent Secretary, Ministry of Agriculture, Land, Housing and the Environment** (hereinafter referred to as “**GOM**”) of the one part and whose 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 works for a Review of the Social Housing Management Framework, and WHEREAS the Supplier offered to perform this task as a contract price of (**EC\$.....**), 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 14 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier.

It is agreed as follows:

1. Deliverables:

The Supplier agrees to perform the following tasks as outlined in Appendix 1 under the General Conditions of Contract.

2. Duration:

The duration of this assignment shall be a period of

1. Documents Forming this Agreement

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

(a) The General Conditions of Contract

(c) Appendices:

Appendix 1: Terms of Reference (Scope of Work and Key Deliverables)

Appendix 2: Bidder's submission including Form of Tender

Appendix 3: Breakdown of Contract Price

Appendix 4: Proposed Payment Schedule

2. Ownership of Material;

Any studies, reports, designs or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Consultant may retain a copy of such documents and software.

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.

A. SUPPLIER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

14.0 GENERAL CONDITIONS OF CONTRACT

This Agreement is made the..... day of.....**2021** between the **GOVERNMENT OF MONTSERRAT** having its Headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Agriculture, Trade, Housing, land and the Environment (hereinafter referred to as “**GOM**”) of the one part and, whose address is acting herein and represented by (name of representative)(hereinafter referred to as “**the Supplier**” of the other part.

1. INTERPRETATION

1.1. In these conditions: -

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 Supplier means the Company/Business/ individuals that have responsibility for carrying out the requirements of the contract.

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 supply and delivery of ALL equipment listed in the Bill of quantities or where referred to in the contract as “services” means all work which the Supplier is required to undertake in the performance of this contract.

2. VARIATIONS OF CONDITIONS

The delivery of Services outlined in the Scope of Works shall be carried out in accordance with these Conditions and requirements and no amendment(s) or variation(s) both to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time(s) 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:

- 3.1 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,

- 3.2 The **GOM** shall recover from the Supplier any sum(s) paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased cost(s) resulting from obtaining supplies from an alternative supplier.

4. PAYMENT

- 4.1 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 14 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
- a. 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,
 - b. The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party,
 - c. There is a breach of any other provision of this Contract; and, upon giving such Notice the **GOM** may withhold payment accordingly.
- 4.2 **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.

5. INDEMNITY AND INSURANCE

- 5.1 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:-
- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 5.2 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.
- 5.3 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of Clause 3 is established against the Supplier.

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 two (2) times the fee payable under this Contract

- 5.4 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.
- 5.5 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/Consultant/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 Purchaser 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 Purchaser 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 Purchaser for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

6. INSURANCE

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

7. ASSIGNMENT

- 7.1 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.
- 7.2 The Supplier shall not:-

Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM** or

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.

8. CONFIDENTIALITY

- 8.1 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.

- 8.2 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.
- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

9. BRIBERY AND CORRUPTION

- 9.1 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:-
- 9.2 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
- 9.3 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
- 9.4 In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
- 9.4.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.4.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4.3 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.

10. TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier:-
- 10.1.1 commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.
- 10.1.2 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;

- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 Has an administrative receiver appointed;
- 10.1.6 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.
- 10.1.7 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.
- 10.1.8 If the Contract is terminated as provided in this condition then the **GOM** shall:-
- 10.1.9 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;
- 10.1.10 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- 10.1.11 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.

11.WAIVER

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.

12.COMPLETE CONTRACT

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.

13. GOVERNING LAW

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

14. FORCE MAJEURE

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.

15. Replacement of Key Experts

- a) Except as GOM may otherwise agree in writing, no changes shall be made in the Key Experts.
- b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Supplier's written request and due to circumstances outside the reasonable control of the Supplier, including but not limited to death or medical incapacity. In such case, the Supplier shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

16. Removal of Experts

- a) If GOM finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or shall GOM determine that Supplier's Expert have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Supplier shall, at the Client's written request, provide a replacement.
- b) In the event that any of Key Experts or Non-Key Experts is found by GOM to be incompetent or incapable in discharging assigned duties, GOM, specifying the grounds therefore, may request the Supplier to provide a replacement.
- c) Any replacement of the removed Experts shall possess at least qualifications and experience and shall be acceptable to GOM.
- d) The Supplier shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

17. NOTICES

17.1 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 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

17.2 A Notice shall be delivered as follows:

A. If to the Supplier, to:

Name:

Designation:

Address:

Telephone:

Fax:

Email:

B. If to the **GOM**, to:

Name:

Designation:

Address:

Telephone:

Fax:

Email:

18.CONFIDENTIALITY

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.

19.MEDIATION AND ARBITRATION

If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within 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.

20. SIGNATURES

20.1 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.

A. SUPPLIER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

15.0 APPENDIX A - Cost Breakdown Template

Bidders should provide a breakdown of their cost stated in the Form of Tender (Section 9) above in the table below.

Cost of the financial proposal, including:	Cost (EC\$)
- Remuneration (cost of personnel)	
- Travel	
- Accommodation	
- Local Transport	
- Per Diem	
- Stationery (documentation and printing)	
- Public consultation expenses	
- Software	
- Total Contract cost of the financial proposal	
- Less 20% Withholding Tax	
Total net cost of the financial proposal	

Note; Bidders are free to add items to the above cost breakdown template where necessary.

16.0 APPENDIX B - Proposed Payment Schedule

Ref. No.	SERVICES	Amount – EC\$	Time Schedule
1	Submission of an Inception Report to include the Methodology and the Communication Strategy		
2	Submission of a draft Updated Physical Development Plan 2022 to 2032 incorporating options and final plan for zoning of land and planning guidelines;		
3	Submission and acceptance of an Updated Physical Development Plan 2022 to 2032 incorporating options and final plan for zoning of land and planning guidelines;		
4	Submission and acceptance of a Geographic Information System (GIS) updated with the latest datasets for all physical, environmental, economic and social characteristics; in electronic GIS Ready Format (with Raster and Shape Files) and must be editable		
5	Submission and acceptance of a strategic level Outline Infrastructure Plan 2022 to 2032, to provide the framework for development		
6	Submission and acceptance of a strategic Environmental Assessment (SEA)		
TOTAL			