

GOVERNMENT OF MONTSERRAT

Request for Proposals (RFP)



Supply or Design, Develop and Implement an Education Management System (EMIS)

Ministry of Education, Youth Affairs & Sports (MoEYAS)
Little Bay, E-Karney Building
Montserrat, MSR 1120
Tel: 664-491-2541

November 2023

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1.0 INTRODUCTION

The **Government of Montserrat**, is seeking proposals to supply or design, develop and implement an **Education Management Information System (EMIS)**. Interested parties are required to submit a proposal that can meet the requirements of the **Ministry of Education and Youth Affairs and Sports**.

Please read instructions to Proponents before completing your submission. Failure to follow instructions may result in your proposal being deemed non-compliant and not being considered any further.

This RFP sets out an indicative timetable for the procurement process and provides instructions for Proponents. By participating in this RFP, you are indicating your acceptance to be bound by the guidelines set out therein.

Included are the tender documents, consisting of:

- 1) Introduction
- 2) Request for Proposals (RFP)
- 3) Instructions to Proponents
- 4) Guidance Notes
- 5) Terms of Reference
- 6) Evaluation of Proposals
- 7) Technical Proposal
- 8) Respondent's Identification Details
- 9) Form of Proposal
- 10) Anti-Collusion Statement
- 11) Request for Proposal Checklist
- 12) Appendix A – Form of Contract Agreement

Purpose

- Expects Proponents to submit their proposals in accordance with the instructions set out in the remainder of this RFP.
- Sets out the overall timetable and process for the procurement to Proponents.
- Provides Proponents 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 RFP outlines the requirements and evaluation criteria 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 REQUEST FOR PROPOSAL (RFP)

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

Project Details	Deliverables
RFP to supply or design, develop and implement an EMIS	Date Published on Government of Montserrat Website https://tenders.gov.ms/ and myTenders Portal at https://www.mytenders.co.uk/ Friday, 24th November 2023
Access to the RFP Suite of Documents	RFP 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 and 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, 08th December 2023 (Eastern Caribbean Time) (GMT-4) Email: procurement@gov.ms
RFP submission Deadline	Wednesday, 13th December, 2023 no later than 12:00 midday (Eastern Caribbean Time) (GMT-4)
Tender Submission address	The Chairperson Public Procurement Board Ministry of Finance and Economic Management Brades Montserrat
Contract Commencement (this is an indicative date and maybe subject to change)	Friday, 05th January 2024

PROCUREMENT PROCESS

A proponent to supply or design, develop and implement an Education Management Information System (EMIS) will be selected through this Invitation to Tender (RFP). Potential Proponents who are interested in this opportunity are asked to submit their proposal in line with the instructions and guidance contained within this RFP:

Process after Submission of Tenders

- ✓ Public Opening by Public Procurement Board – This is usually on the same day as the submission deadline at 2.00 pm in the Human Resources Management Training Room, Upstairs HR Building, (provided that we have a quorum).
- ✓ Once the proposals have been opened and information on the name of the supplier and the price of the proposal is announced and recorded. The public element of the meeting is declared over.
- ✓ The proposals are locked away securely.
- ✓ The proposals are then passed onto the nominated evaluated team, approved by PPB.
- ✓ The evaluation can take from two (2) to six (6) weeks depending upon the number of proposals 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 Proponents via email or hard copy letter if no email address is available.
- ✓ The successful Proponent 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 proposals or bid submissions.

Evaluation Process

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

Stage 1

When evaluating RFP 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 submissions who meet all the requirements assessed under **Section 6** will now have their price submission evaluated.

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

Stage 3

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 PROPONENTS

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

Authorities

The Authority concerned with this RFP 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 <https://tenders.gov.ms/publications>

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 RFP or in any communication made between the GoM and any potential Proponent in connection with this RFP shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this RFP. 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 RFP or any supporting documentation.

The GoM reserves the right to cancel this RFP 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, which can be downloaded at <https://tenders.gov.ms/publications> .

- 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 Proponents are requested to note that wherever in the RFP 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 Proponents 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 proposal 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 RFP 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	Alfredo J Landaeta
Title	GoM, Head of Procurement
Email	procurement@gov.ms

Depending on the requirements of Proponents, 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 Proponents to check the GoM website for updates.

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

Direct or indirect canvassing of any GoM or, public sector employee or agent by any potential Proponent concerning this requirement, or any attempt to procure information from any GoM or,

public sector employee or agent concerning this RFP may result in the disqualification of the potential Proponent from consideration for this requirement.

Participation

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

GOM is not bound to accept any proposal. Nothing in this RFP shall oblige GOM to award the Contract and GOM reserves the right at any time and in the sole discretion to reject any proposal and/or terminate discussions and negotiations with any one or more proponents.

Conflict of Interest

Each Proponent 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 RFP.

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

Contract Term

To be negotiated, agreed and finalised upon contract award. The contractual period is anticipated to be for a period of three (3) to six (6) months from the date of the award of contract with the option for engaging in a maintain service level agreement annually.

Contract Award

GOM will award a contract on the basis of the award criteria detailed within **Section 6** below (Evaluation of Proposals) of this document.

Once GOM has reached a decision in respect of a contract award, it will notify all Proponents 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.

No services must commence until the contract has been signed.

Ownership of Material

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

All documents submitted by Proponents in response to this RFP 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 RFP, the Proponent's participation in this RFP process or the Government of Montserrat's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Proponent, 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 RFP.

Contract Requirements

The Technical Specification in section 5 details the required Service Level Agreements, Key Performance Indicators and overall GoM requirement. The Potential Proponent shall be required to confirm their ability to meet the Technical Specification.

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

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

Tax Obligations

If locally based, the Proponent must submit a valid Tax Compliance Certificate from Inland Revenue along with the proposal 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 Proponent 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

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

The priced information submitted in the Form of Proposal must include, (but should not be limited to cover) all the cost essential to the supply or design, develop and implement an EMIS. Subscription and/or maintenance fees should be states on a monthly or yearly basis.

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

SUBMITTING A TENDER (BID)

1. Electronic submissions can be submitted via the myTenders Portal at <https://www.mytenders.co.uk/>
 - a. 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.
 - b. Proponents are asked to ensure that documents are uploaded under the appropriate heading, which you have registered for.
2. **Hard copies** can be submitted by hand – Please follow the instructions set out below.

Submitting a hard copy of your Tender

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

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

Envelope 1.

Follow the steps written below:

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

Request for Proposal to Supply or Design, Develop and Implement an EMIS

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

- b. 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:

Request for Proposal to Supply or Design, Develop and Implement an EMIS

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 Proponent'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. Bids are to be delivered to the address above by **12:00 midday (Eastern Caribbean time) (GMT- 4) on Wednesday, 15th December 2023.**

Proponents will be given a receipt.

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

Proponents will be given a receipt.

4.0 GUIDANCE NOTES

1. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this RFP.
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 RFP. All such further documentation that may be issued shall be deemed to form part of the RFP and shall supplement and/or supersede any part of the RFP to the extent indicated.
3. Potential Proponents 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 Proponents 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. Proposal must be expressed exclusively in Eastern Caribbean Dollars (XCD) excluding any taxes.
7. Each proponent is solely responsible for the risk and cost of preparing and submitting his proposal in response to this RFP and any negotiations relating thereto and neither the GOM nor its officials, employees or Consultants are liable for the cost of doing so or are obliged to compensate any proponent for these costs.
8. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as Appendix A. Proponents are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
9. Proponents 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 proposals being deemed non-compliant and failing to pass the administrative compliant stage. (Stage 1).
10. Proponents are to provide all document or information requested as part of their tender submission. Proponents must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
11. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.
12. All tenders will be arithmetically checked; any errors will be brought to the Proponents 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.

13. Proponents are not permitted to submit alternative tenders.
14. The Government of Montserrat is not bound to accept the lowest Proponent and has the right to accept and reject any tender offers.
15. Validity Period - The proposals must remain valid for acceptance for a minimum of **one hundred and twenty (120) 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.
16. The proposal and all correspondence and documents related to the proposal exchanged by the proponents and GOM must be written in English and be presented as a clear readable word-processed document or equivalent, with clearly distinguished fonts, headings and separating chapters.
17. The submission will be checked for completeness and compliance before responses are evaluated.
18. Any signatures must be made by a person who is authorized to commit the potential Proponent to the Contract.
19. This RFP 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
20. Where Potential Proponents 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.
21. 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.
22. Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Proponent without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Proponent 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.
23. The procurement procedure will be managed in accordance with the Public Finance Management and Accountability (Procurement) Regulations SRO 27 of 2019, a copy of which can be found at <https://tenders.gov.ms/publications>.
24. 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. The highest standards of sanitation must be maintained throughout the contract period.

COVID 19 Regulations/Protocols must be adhered to.
25. 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 anyone.

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.

26. Additional Informational

- **Environmental Issues**

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

- **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 Proponent will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation.

Potential Proponents should note that the successful Potential Proponent 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 Proponent to state whether they would agree to be bound by such contractual obligations.

- **Financial Guarantee**

The GoM reserves the right to require the successful Potential Proponent 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 Proponent to guarantee the performance of the Contract prior to the award of the Contract.

- **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/organization 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 Proponents 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 Proponent to proceed with the procurement process or to provide the goods and/or services.

If the Potential Proponent 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 Proponents 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 recognizes that arrangements in relation to consortia may (within limits) be subject to future change. Potential Proponents should therefore respond in the light of the arrangements as currently envisaged. Potential Proponents 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.

- **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.

Potential Proponents should note that the successful Potential Proponent 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 Proponent to state whether they would agree to be bound by such contractual obligations.

- **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.

- **Proponent Performance**

The selected Proponent 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 Proponent and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to specific work related to the project undertaken by the Proponent, ongoing Proponent staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, 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 Proponent who has been qualified by this RFP 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 Proponent or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

- **Payments and Deposits**

Invoices will be paid within fourteen (14) days from the approval date of the invoice.

- **Indemnification**

The Successful Proponent 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 Proponent 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 Proponent, 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 Proponent, 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 Proponent arising out of or in any way related to this RFP or subsequent contract.

5.0 TERMS OF REFERENCE

Background

Montserrat is a UK Overseas Territory in the Eastern Caribbean with a population of 4,454 people. The on-going volcanic eruptions, which began in 1995, destroyed the capital city and the airport and rendered two-thirds of the island uninhabitable. A small community continued to keep Montserrat alive in the North. Families were torn apart as many left to live in the UK, the US, Antigua and other Caribbean islands, resulting in a population decline of around 50% between 1995 and present day. It is an island with a strong religious background and has a Christian Council that speaks on behalf of many of the churches that it represents. Since the onset of the Soufriere Hills Volcano education has increased in its priority as workforce development has become a priority to facilitate economic development.

Ministry of Education, Youth Affairs & Sports

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. This includes 160 staff and an annual operating budget of XCD 12M.

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 behaviours 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.

National Goal

Developing the ideal Montserrat citizen who possesses Foundational Literacies, Competencies and Character Qualities.

National Outcome

Produce citizens who can solve problems, sustain healthy lifestyles and make meaningful contributions in their chosen careers on the local, regional and global stage.

Strategic Outcome:

Training and Performance Standards for quality Education

Priority Key Strategies

Monitor and review teaching and learning standards within schools to enhance quality and accountability.

KEY OBJECTIVE

Supply or design, develop and implement an Education Management of Information System (EMIS) for timely tracking of student records, performance, progress and improvement in the monitoring and evaluation of disaggregated school data.

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.

EMIS Definition

Education Management Information System (EMIS) is a flexible information management system that collects, stores, analyses, process educational institutional information, student-related data in an organized way. This readily accessible platform helps educators to make accurate faster decisions by generating EMIS reports and promotes institution efficiency, productivity, and growth.

OBJECTIVE

The implementation of the EMIS would ensure that the strategic outcome, key strategy and objectives for the ministry are achieved. 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 systems would ensure access and educational reach from anywhere at any time. Limitless possibilities, efficient teaching and learning, prudent information management and effective communication, E-learning and e-testing for continued basic education, management of student progress, attendance, performance, teacher engagement and school records would be a reality.

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 is no longer limited to chalk, talk and paper. Hence, it is paramount that Ministry looks at this EMIS with a view to making it current, customized and adaptable. Continued education to children through remote access without physical attendance would be possible to ensure student matriculation despite trans-shipment interruptions.

The following objectives to be realised

- a) prudent Information Management and effective communication among all stakeholders.
- b) Management of student progress, records, attendance, performance and the provision of information and feedback (various reports/outcomes: number of students, teachers, grades, average performance per class/grade and school, etc).
- c) Data Accuracy ensure data available at MoEYAS is free of errors, or errors are minimized.
- d) Data Integration between MoEYAS and the schools:
- e) Streamline data collection, storage, retrieval, and reporting processes.
- f) Enhance collaboration among different levels of the Education system and improved coordination and Decision-Making at school and ministry level.
- g) Facilitate better planning for educational programs and resource allocation based on real-time data.
- h) Establish mechanisms for monitoring the progress of educational initiatives and interventions.
- i) Enable continuous evaluation of educational outcomes and the effectiveness of various programs.
- j) Increase transparency in educational processes and outcomes, fostering accountability among educators and administrators.
- k) Provide stakeholders, including parents and policymakers, with access to relevant educational data.
- l) Ability to shape policy and procedures based on empirical data.
- m) Improve communication between educational institutions, administrators, teachers, students, and parents.
- n) Enhance Educational information quality

RECIPIENTS AND USERS

The main recipients of the EMIS is the Secondary and Primary Level institutions, Ministry of Education, Government of Montserrat (GoM).

User ID	Position / Title	Role ID	Role Name	Detailed description	Access Level
1	Permanent Secretary	1	Admin	Full Access	Full
2	Director of Education	2	Admin	Full access	Full
3	Principal School	3	Manager	Limited: View, provide comments and sign off access	Limited: View, provide comments and sign off
4	Teachers	4	Staff	Limited: Add Access	Limited: Add
5	Clerk I	5	Staff	Limited: Add access	Limited: Add
6	Analyst II	6	Analyst	Limited: Update access	Update
7	Parents	7	Stakeholder	Limited: View, feedback	View, feedback
8	DITES Staff	8	Support	Support only	Support

The above table is conveyed to complement the information provided to the Proponent in this RFP. However, it is expected that the Proponent will develop a more comprehensive list of users, access levels, etc based on the Scope of Services delineated below.

Purpose of the Services

In light of the foregoing, it is anticipated that the proponent will provide technical support services to ensure the successful implementation and operation of an Education Management Information system to cement Montserrat's status as an ICT-driven jurisdiction on par with regional and international frameworks. This system would provide the enabling environment to drive the e-learning, information management and effective communication, which can serve as a model for other small island states within the region.

SCOPE OF THE SERVICES

The proponent will work with the Ministry to supply or design, develop and implement an Education Management System (EMIS), to undertake the following tasks and all related project management activities that may be required to ensure a cost effective and timely development and implementation:

- Analyze the existing systems to determine prototype to include the following - (Conduct Interview and/or obtain information from all stakeholders to determine the business and user requirements, type of data input and output that will assist the Ministry in achieving its goals while determining the best suitable IT solution).
- Identified all users and user levels and access, and provide a policy to manage users within the EMIS system.

- Generate a User Requirement Guide based on interviews and information gathered from all stakeholders.
- Design or customize existing software and implement an EMIS software solution that would capture features to include online classroom/e-learning, digital attendance, assessment, recording/tracking student performance, report card completion and generation, student/teacher management, timetable scheduling & management, Student/Parent/Teacher Integration;
- Generate Basic reports and customization of reports (outputs) as per MoEYAS requirements
- Determine strategies and processes to safeguard user, school and Ministry data and its integrity, including data privacy and data encryption.
- Efficient development of all aspects of the EMIS for smooth and efficient operations.
- Ensure system adaptability and Synergies with the tools to be used based on the infrastructure and the Networks available.
- Training in the use and reporting of the EMIS for all level of users (students, teachers, administrators, parents).
- Provision of an EMIS Operations Manual and Troubleshooting tips.
- Ensure that developed system is regularly updated to stay secure in the changing cybersecurity landscape.
- Provide support in troubleshooting complex issues not covered in documentation.

DESIGN REQUIREMENTS

The proponent shall consider all relevant best practices, codes, laws and any other such requirements when designing its proposal:

- Montserrat, regional and international Laws relating to electronic transactions e-commerce, telecommunication, cybercrime, net neutrality, data protection and others
- Cybersecurity risks should be assessed based on set standards. Firms should be able to specify such standard or combination of standards (example: NIST, ISO27001, COBIT, etc.)
- Data Centre information should reflect appropriate SOC level (1,2 or 3) accreditation and ISO certificates (ISO 20000-1, 22301, 27001, 27017, 27018, 27701, 9001).
- Software solution should be compliant or exceed GDPR (General Data Protection Regulation), PCI-DSS (Payment Card Industry – Data Security Standard), CIS Controls (Critical Security Controls) and OWASP (Open Web Application Security Project) Standards.

OUTPUTS

The proponent will engage in regular reporting to Director of Education/Permanent Secretary, MoEYAS and Senior Management Team. It is anticipated that this will include:

1. Report and Analysis on what presently exist within the ministry's ICT structure relating to EMIS.
2. Draft Proposed EMIS and phased pilot testing with corrective adjustment.
3. Data Security and integrity.
4. Maintenance of the EMIS.
5. EMIS integration with Infrastructure and network.
6. Training for full Manipulation of EMIS by users.
7. A custom Built EMIS.

REPORTS REQUIREMENTS

The below list represents example of the reports required by the MoEYAS. Please note that this list is not comprehensive, it is expected that the Proponent will develop a more comprehensive list of reports based on the Scope of Services delineated above:

- Basic enrolment and input counts:
- Enrolment (by grade, gender, age, subject, etc.)
- Repetition (by grade, gender), completion, flows in general
- Learner demographics.
- Teacher (experience, qualification, gender, placement, appointment, etc.)
- School (physical facilities, general information, location, classrooms, etc.)

Other components within the education sector:

- School feeding program (if applicable)
- Library and archives services
- Learner health (student sick or well)
- Learning materials required (textbooks at a minimum)
- Performance data (examinations and learner assessments – ideally as an intrinsic part of the EMIS; at a minimum the EMIS needs to be able to link seamlessly to performance)
- Teacher name, qualification and salary (links to both HR and payroll).

TIMEFRAME

The proponent to supply or design, develop and implement EMIS will deliver work over a three to six-months period commencing no later than **Friday, 05th January 2024**. The duration maybe extended beyond the specified period to ensure full implementation of the initiative.

EXPERIENCE AND SKILLS REQUIRED

To be eligible for award of the Contract the proponent shall provide evidence satisfactory to the GOM of its eligibility and adequacy of its resources for performing the services effectively. To this end, the Technical Proposal submitted shall include, but not be limited to:

The person in charge of the overall project on behalf of the proponent Team should have:

- A BSc Degree in Computer Science, Programming or Information System;
- At least five (5) years' experience in designing and implementing of computer and information systems;
- Background knowledge of the operations of governments and the field of Education;
- Strong presentation, communication and interpersonal skills;
- Fluency in written and spoken English;
- Computer skills: word processing, presentations, programming;
- Competent in Education Management, Information Systems and/or related database programs and other software with broad understanding of information systems and associated technology;
- Communicates effectively, both orally and in writing to varied audiences;
- Openness and transparency.

All persons involved in the project on behalf of the proponent should be **fluent in written and spoken English**.

Additionally, details of general and specific experience and past performance in providing similar services for at least two (2) previous projects of similar nature, including any project currently being undertaken or having been undertaken within the past ten (10) years. The period (calendar year, months) during which these projects were undertaken, country, client and particulars of the project (including information on particulars and results) should be given.

The proponent is required to include two (2) references. References should be identified as follows:

- Contact person by name, title, email and fax/telephone number
- Brief description of job/service provided by your entity/organization.

It is also expected that details of the proponent's team include Curricula Vitae of all professionals –and other relevant named professional, technical and administrative staff. Describing how you will notify MoEYAS in the event of change over in personal assigned and how you will ensure overall staffing consistency.

REPORTING MECHANISMS

The proponent providing the **EMIS** is expected to have an audience with a representative based in the MoEYAS when face-to-face representation is required, who will report to the Permanent Secretary/Senior Management Team.

The proponent will work closely with the Director of Education, MoEYAS, Senior Management Team and Stakeholders to realize the outputs to be achieved from this initiative.

6.0 EVALUATION OF PROPOSALS

The following evaluation criteria will be used to evaluate Proposals received in response to this RFP. The Administrative Compliance will be applied before the remaining criteria and is either pass or fail, with failure meaning that proposals will be deemed Non-compliant. Proponents must achieve a minimum of 65% of the technical score 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 %. Proponents are required to achieve at least a minimum of 65% of the technical score to qualify for consideration for contract award.</i>	
Technical Proposal	
Pre-Qualification Questions (1 to 7)	PASS/FAIL
Method Statement Questions (8 to 10)	20%
Technical Specifications of the proposed EMIS Solution and Deliverables Questions (11 to 15)	20%

Technical Support and Maintenance Questions (16 to 17)	20%
Financial Proposal	
Cost Proposal	40%
TOTAL	100%

6.1 Administrative Compliance (PASS/FAIL)

Proponents must submit all the documents requested in the Tender Checklist as specified in Section ten (10):

- Completed and Signed Form of Tender (Section 8)
- Completed and Signed Respondent's Identification Details (Section 7)
- Signed Anti-Collusion Statement (Section 9)
- Valid Tax Compliance Certificate (if locally based)
- Delivery Time
- CV's of all key personnel
- Methodology and
- Technical Support Service
- Technical Specifications

This is a PASS/FAIL criterion. If all the above requirements are fulfilled, then the Proponent 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.

6.2 Pre-Qualification Questions (PASS/FAIL)

Supplier should provide information on experience of the company and its team. Including detailed CVs of Person in charge of overall project, and any other relevant named professional, technical and administrative staff involved in the project. Additionally, the proponent is expected to provide references and detail previous experience working with other entities/institutions

6.3 Method Statement Questions (20%)

These questions are aim to assist the MoEYAS to understand the proposed software solution and work methodology to be used to develop and/or customize and implement the software solution. A higher than normal weighting has been given to delivery schedule, so that preference can be given to those suppliers that can have the items in Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

6.4 Technical Specifications of the proposed EMIS Solution and Deliverables Questions (20%)

Adherence to technical specification is paramount. However, consideration will be given to effectiveness and robustness, users ease in operations and enhanced safety features. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

6.5 Technical Support and Maintenance Ques (20%)

Technical Support and Maintenance/development Ques

6.6 Cost Proposal (40%)

Proponents must complete the Form of Proposal and return them with their RFP submission. The proposal 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 may investigate proposals which it regards as abnormally low. Following investigation, if the proposal is determined to be abnormally low/high it will be rejected. Proposal values will be accessed in relation to internal estimates. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Proponents using the formula below

$$\frac{\text{Lowest Price (A)}}{\text{Higher Price (B)}} \times 40\%$$

$$\begin{aligned} A &= 10000 \\ B &= 14000 \quad \times 40\% = B's \text{ score is } 29\% \end{aligned}$$

Please complete fully and return with proposal submission. Failure to provide the information may lead to your Proposal being disqualified.

The EMIS proponent is required to complete the project within **three (3) months to six (6) months**.

	Key Deliverables	Frequency of Payment (one-time charge, weekly, monthly, quarterly, yearly)	Cost in XCD	Estimated Number of days for completion
1	Report and Analysis on what presently exist within the structure relating to EMIS			
2	Proposed EMIS Solution (supply or design)			
3	Phased pilot testing with corrective adjustment			
4	System integration with Infrastructure and network			

	Key Deliverables	Frequency of Payment (one-time charge, weekly, monthly, quarterly, yearly)	Cost in XCD	Estimated Number of days for completion
5	Manual, Documentation, online and face-to-face training for full Manipulation of EMIS by Stakeholders			
6	Data Migration, Security and integrity			
7	Completed Custom Built EMIS			

7.0 Technical Proposal

The quality of each proposal will be measured upon evaluation of Proponents' responses to the below Questionnaire. Proponents are asked to answer each question. Each question will be marked and score as follows:

<u>Evaluation Scoring – Quality Criteria</u> 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 Bidder 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 Bidder 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 GoM is relatively confident that the Bidder 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 GoM has minor concerns regarding the Bidders 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 GoM has major concerns regarding the Bidders ability to meet the requirements of the Contract.	1

An answer to the question has not been provided or the Bidder has not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question may result in your Tender being rejected and a fail mark awarded. Such questions will be identified within the Tender documents.	0
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Weighted quality scores will be calculated by multiplying the average score for each quality question by its individual weighting. The weighted scores will be totalled for each proposal.

Any Proponent who achieves an 'Unacceptable' score of '0' for any of the questions will be deemed to have failed to meet the minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

Any Proponent who does not achieve any declared minimum quality score will be deemed to have failed to meet minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

- Proponent's Responses should address each of the questions in the sections marked 'Proponents Response'.
- Scores for each question is out of a maximum of 10 points.
- Proponent's Responses should be **no more than 14 pages. Anything exceeding past the point of 14 pages will not be scored (excluding CVs)**
- Where information is provided that addresses more than one question Proponent's should cross referencing their answers.

Pre-Qualification – Questions 1 to 7 are Pass/Fail criteria questions

1) Present a detailed CV of your team including Person in charge of overall project, and any other relevant named professional, technical and administrative staff involved in the project.
Score Pass/Fail

Proponents response - Provide evidence

2) Does the proponent and/or its team have at least 5 years' experience as in designing, development and/or implementing computer and information systems?

Describe this experience in the box below. **Score Pass/Fail**

Proponents response

3) Detail the proponent experience in a minimum of two (2) previous Information Technology projects, including any project currently being undertaken or having been undertaken within the past ten (10) years. The period (calendar year, months) during which these projects were undertaken, country, client and particulars of the project (including information on particulars and results) should be given.?

Describe the experience in the box below. **Score Pass/Fail**

Proponents response

4) Provide details of two (2) references. Include a) Contact person by name, title, email and fax/telephone number. B) Brief description of job/service provided by your organization.
Score Pass/Fail

Proponents response. Yes/No (delete as necessary)
5) Explain the proponent's competency in Education Management, Information Systems and/or related database programs and other software with broad understanding of information systems and associated technology; Describe the practices you are familiar with in the box below. Score Pass/Fail
Proponents Response
6) Describe the proponent's experience or knowledge of the operations of governments and the field of Education? Describe the knowledge that you have in the box below. Score Pass/Fail
Proponents response
7) Describe how the proponent and its team managed communication with different stakeholders and public in general in previous projects. Detail proponent's Communication skills, both orally and in writing to varied audiences? Describe the skills and the type of audiences in the box below. Score Pass/Fail
Proponents response

Method Statement Questions

In this section the maximum points available for each question is 10. There are 10 questions and the maximum points available is 100 points.

The total points will then be weighted out of 60%.

- 8) Provide detailed proposed workplan and methodology. Describe how you propose to schedule work and deliverables based on the stated scope of works of this RFP. Include a detailed Gantt Chart indicating key tasks at each stage as outlined in the scope of services. The workplan should also include the data migration plan tasks.

Provide specific roles and general type of work to be performed by each subcontractor, if applicable.

Describe how you will guarantee that the schedule of works and deliverables are maintained on time during the life of the project until completion.

Describe approach in the box below. **Score 0-10**

Proponents Response

9) Describe where you think there is scope for innovation with this work in the next five years? Describe any alternate and/or value-added solutions that would benefit the MoEYAS in terms of service, quality control, sustainable initiatives, etc. Please ensure that any of these items which you may propose are identified separately. Describe approach in the box below. Score 0-10
Proponents response
10) Outline your understanding of the scope, objectives, strategic, and creative considerations necessary to be the successful Proponent. Describe approach in the box below. Score 0-10
Proponents response
Technical Specifications of the proposed EMIS Solution and Deliverables
11) Provide a high-level overview of your proposed software solution. Describe the core features and functionalities of the software? What level of customization is possible without compromising the stability of the system? Briefly describe how scalable the software solution is/will be to accommodate growth within MoEYAS and the school system in Montserrat? What security features are built into the software to safeguard sensitive data? Describe approach in the box below. Score 0-10
Proponents response
12) How will you consult with various internal groupings/stakeholders to get a better understanding of the best practices and principles as it relates to the assignment? Describe approach in the box below. Score 0-10
Proponents Response
13) How will you benchmark the implementation and integration of the EMIS in Primary and Secondary level Education? Describe approach in the box below. Score 0-10

Proponents Response
14) How will you evaluate that all Stakeholders and users are fully trained and knowledgeable in the use of the EMIS solution? Describe approach in the box below. Score 0-10
Proponents Response
15) What would you propose be included in the EMIS Operations Manual? Describe approach in the box below. Score 0-10
Proponents response
Technical Support & Maintenance of the Software Solution
16) What types of technical support will be offered for the EMIS Solution? Is there a dedicated support team available for assistance, and what are their response times? Are there different support plans available, and what is included in each plan? Describe approach in the box bellow. Score 0-10
Proponents response
17) What maintenance services will be required for the successful implementation of the EMIS? How frequently are updates and patches released, and is there a schedule for maintenance activities? Are there options for extended maintenance plans going forward? Describe approach in the box below. Score 0-10
Proponents response

8.0 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		
		☐	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 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 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
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	

9.0 FORM OF PROPOSAL

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

Dear Sir/Madam:

**Re: RFP FOR SUPPLY OR DESIGN, DEVELOP AND IMPLEMENT AN EDUCATION
MANAGEMENT INFORMATION SYSTEM (EMIS)**

I/We the undersigned undertake to supply or design, develop and implement an EMIS solution as outlined in the above captioned project in accordance with the Tender Document requirements for the sum of:

To supply or design, develop and implement an EMIS software solution:

EC\$

(words).....

.....

If my/our tender is accepted, I/We undertake to complete the supply or design, development and implementation of the EMIS within _____**days/weeks** from the date of receipt by me/us of the official award of Contract.

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

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

I/We understand the General Terms and Conditions and accept them as part of this RFP.

Name.....

Name of Firm (If Applicable)

Address.....

.....

Tel. no / Fax No.....

Email Address

Signed..... Date.....2023

10.0**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 SUBMRFPED 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 CABACITY 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

11.0 RFP CHECKLIST

Project Title: RFP to Supply or Design, Develop and Implement EMIS

Date advertised: Friday, 24 November 2023

Clarification Deadline: Friday, 8th December 2023

Tender Deadline Date: Wednesday, 13th December 2023

Tender Deadline Time: 12:00 midday Eastern Caribbean time (GMT-4)

Below are the following documents that should be provided for a contractor’s proposal to be valid. Proponents are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the proposal being considered non-compliant and rejected.

- Completed and Signed Form of Proposal (**Including Delivery Time**) (Section 9) ☐
- Completed and Signed Respondent’s Identification Details (Section 8) ☐
- Signed Anti-Collusion Statement (Section 10) ☐
- A valid Tax Compliance Certificate (if locally based) ☐
- Pre-qualification Questions ☐
- Competency and Method Statement Questions ☐
- Cost Proposal ☐

.....
Signed on behalf of Proponent

.....
Date

12.0 Appendix A - FORM OF CONTRACT AGREEMENT

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 the **Supply or design, develop and implement an EMIS** for Education, 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 fourteen (14) 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 Goods means the

The Services means all work which the Supplier is required to undertake in the performance of this contract to **Supply and Deliver**

The Specification means the **GOM's** requirements for the **Supply & Delivery of**, details of which have been provided in this tender document.

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 – Service Deliverables and Timetables.
- (c) Appendices:

Appendix 1: Technical Specifications
 Appendix 2: Warranty Certificate
 Appendix 3: Technical Support information

3. DELIVERABLES

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

4. VARIATIONS OF CONDITIONS

The Supply and Delivery of outlined in the Specifications/ scope of works 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 thirty (30) 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:
 - 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.
- 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

- 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/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 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. OWNERSHIP OF MATERIAL

- 13.1 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

- 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 services have been delivered to and accepted by GOM.
- 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:
Ministry of Education, Youth Affairs & Sports
E Karney Osborne Building
Little Bay
Montserrat
MSR 1120
Tel # 491-2541
Email: depemail@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**

The Supplier will provide the services in accordance with the standards outlined herein:

Deliverable/Function	Tasks/Deliverables
1. Report and Analysis on what presently exist within the structure relating to EMIS	Analyze the existing systems and consultation with Stakeholders to determine prototype, what exist and the benefits/drawbacks in the Secondary and Primary levels of the Education System.
2. Draft Proposed EMIS and phased pilot testing with corrective adjustment	Design, develop and implement a custom-built Education Management Information System that would capture features to include online classroom/e-learning, digital attendance, assessment, recording/tracking student performance, report card completion and generation, student/teacher management, timetable scheduling & management, Student/Parent/Teacher Integration; updates on the design, development and implementation of various aspects of the EMIS. Provide details of consultations undertaken, the outcomes or lesson learnt from piloting and testing;
3. Data Security and integrity	Ensure that developed system is regularly updated to stay secure in the changing cybersecurity landscape, security of data, integrity of data, data privacy and data encryption.
4. Development of EMIS	Efficient development of all aspects of the EMIS for smooth and efficient operations. Provide support in troubleshooting complex issues identified not covered in documentation.
5. System integration with Infrastructure and network	Ensure system adaptability and Synergies with the tools to be used based on the infrastructure and the Networks available. Provide reports concerning network and infrastructural issues faced for speedy solution.
6. Training for full Manipulation of EMIS by Stakeholders	Training in the use, manipulation and reporting of the EMIS for all stakeholders (students, teachers, administrators, parents). Provision of an EMIS Operations Manual and Troubleshooting tips. Provide information regarding any stakeholder engagement required for adequate and efficient communication and execution of the activities.
7. A Custom-Built EMIS	Provision of a Custom designed, built and fully functional EMIS with reporting capabilities.