

INVITATION TO TENDER

Development of a National Curriculum for Montserrat



GOVERNMENT OF MONTSERRAT
Ministry of Education, Youth Affairs and Sports
E. Karney. Osborne Building, Little Bay, Montserrat
Tel: 1-664-491-7601

Procurement Details

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

Project Details	Deliverable
ITT for the Development of a National Curriculum in Montserrat	Date Published on Government of Montserrat Website 10 October 2019
Access to the ITT Suite of Documents	Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/ . 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	Monday 11 th November 2019
ITT submission deadline	Wednesday 20 th November 2019, no later than 12.00 midday (Eastern Caribbean 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 maybe subject to change.	December 2019

1 Invitation to Bid

- 2.1 The Government of Montserrat is seeking bids for the: **Development of a National Curriculum for Montserrat.**

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

The ITT consists of the following documents;

- (1) Invitation to Tender
- (2) Instructions to Bidders/Tenderers
- (3) Terms of Reference including scope of works
- (4) Evaluation Criteria
- (5) Technical Questionnaire
- (6) Form of Tender
- (7) General Conditions of Contract
- (8) Respondent's Identification and Details
- (9) Anti-Collusion Statement
- (10) Tender checklist

2 Introduction

- 2.1 The Government of Montserrat through the Ministry of Education, youth Affairs and Sports will be the procuring entity managing the project and has been deemed to be **The Authority**. The Authority shall actively manage the resulting Contract and key activities including contract review meetings, key deliverables and analysis of management information provided.

If you have any queries relating to this ITT please email them to jutleh@gov.ms for the attention of the Head of Procurement, Ms. Harjinder Jutle

The Authority wishes to establish a Contract for the Development of a National Curriculum in Montserrat. The Authority is managing this procurement process in accordance with the Government of Montserrat Public Procurement Regulations (the "Regulations"). This is a supply of services Contract being procured under the restricted procedure.

- 2.2 The Authority is procuring the Contract for its exclusive use.
- 2.3 Following evaluation of the compliant bids and approval of the outcome, the Authority intends to award a contract to the most qualified and economically advantageous consultant to undertake the said services for the project.
- 2.4 The Authority reserves the right not to conclude a Contract as a result of the current procurement process.

3 General

- 3.1 These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all of the requested information in the format and order specified.
- 3.2 Bidders should read these instructions carefully before completing the Bid documentation. 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 the extent and nature of the *Montserrat General Condition of Contract*, in Section 26.

Each Bidder will:

- i. Examine the ITT and any documents referenced in the ITT and any other information provided by the Procuring Entity.
 - ii. Consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in your financial submission to manage such risks and contingencies
 - iii. Ensure that pricing information is submitted in XCD (Eastern Caribbean Dollars). Rates and prices must be complete and shall be inclusive of applicable taxes, specialists, profit, overheads, etc. In order to keep the bidding process as fair and simple as possible, bidders are expected to bid as a **duty paid** project.
 - iv. If necessary, obtain independent advice before submitting a bid.
 - v. Satisfy itself as to the correctness and sufficiency of your Financial Submission, including the proposed pricing and the sustainability of the pricing.
- 3.4 The Bidder shall ensure that each and every sub-consultant, consortium member and adviser abides by the terms of these instructions and the Conditions of Bid.
- 3.5 The Bidder shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.
- 3.6 The Authority or Government of Montserrat shall not be committed to any course of action as a result of:
- issuing this ITT or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Authority and/or any relevant GoM Departments (whether directly or by its agents or representatives) and any other party.
- 3.7 Bidders shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Bid and reserves the right not to conclude a Contract for some or all of the services and services for which Bids are invited.

- 3.8 The Authority reserves the right to amend, add to, or withdraw all or any part of this ITT at any time during the procurement exercise.

4 Type of Contract

- 4.1 The *Montserrat General Conditions of Contract* in *Section 26* will be adopted for this contract.

5 ITT Checklist

- 5.1 Bidders must complete and submit all listed documents outlined in *Section 21* to be deemed Administratively Compliant.

6 Tax Compliance

- 6.1 The bidder must submit a Tax Compliance Certificate from the Inland Revenue Department of the Montserrat Customs and Revenue Service, along with the bidding documents, if the individual or company is based in Montserrat. 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. Bids received with improper tax compliance certificates will be rejected.

- 6.2 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.

- 6.3 All services undertaken will be the subject of taxation in accordance with the current legislation.

7 Bid Validity

- 7.1 Bids are to remain open for acceptance for a period of 90 days. A Bid valid for a shorter period will be rejected.

8 Authority's Contact Details

- 8.1 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Bidders (including their sub-consultants, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in *Section 2*.
- 8.2 All communications should be clearly headed "**Development of a National Curriculum for Montserrat**" and include the name, contact details and position of the person making the communication.

- 8.3 Suppliers' requests for Bid clarifications must be submitted in accordance with the procedure set out in *Section 12 – Queries Relating to Bid*.

9 Alternative Bid

- 9.1 Bidders are not allowed to submit alternative Bids.

10 Insurance

- 10.1 Professionally licensure from reputable accredited registration bodies in the field of education, would be an asset.

11 Submission of Tenders

- 11.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Bids. Bidders are solely responsible for the costs and expense incurred in connection with the preparation and submission of their Bid and all other stages of the selection and evaluation process. Under no circumstances will The Authority be liable for any costs or expense borne by Bidders, sub-consultants, suppliers or advisers in this process. Any neglect or failure on the part of bidders to obtain reliable information upon any matter affecting the implementation, execution and completion of the Works shall not relieve any person whose Tender is accepted from any liability or risks for the works and contract, nor will any claim for increase of the Contract be entertained as a result of such Tenderer negligence.
- 11.2 The Authority may, at its own absolute discretion, extend the closing date and the time for receipt of Bids specified under the *Procurement Details*. Any extension granted under this *Section 11* will apply to all Bidders.
- 11.3 All Bids will be arithmetically checked; any errors will be brought to the proposer's 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. The Bidder will be given details of such errors and afforded an opportunity to confirm or withdraw his/her offer.
- 11.4 The Authority is not bound to accept the lowest Bids and has the right to accept and reject any Bid offers.
- 11.5 **Late Bids will not be considered for award.**

11.6 Submitting a Bid

There are two options for submitting a tender

- **Electronic tender submissions can be uploaded 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 plain envelopes for the Tender submission.

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

Envelope 1.

Follow the steps written below:

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

Supplier Name (*Your Company Name*)

Tender for the Development of a National Curriculum for Montserrat

The Chairperson

Public Procurement Board

Ministry of Finance and Economic Management

P.O. Box 292, Brades, Montserrat, MSR1110

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

Envelope 2

Continue following the steps below:

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

Tender for the Development of a National Curriculum for Montserrat

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 Bidders name on it or any other markings.** Tenders are to be delivered to the address above. Tenderers will be given a receipt.

12 Queries Relating to Bid

- 12.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.
- 12.2 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In order to satisfy query requests, the Authority has designated a specific personnel to deal with clarification requests from Bidders
- 12.3 Clarification requests can be submitted via e-mail to at jutleh@gov.ms from the date shown under *Procurement Details*.
- 12.4 In order to ensure equality of treatment of Bidders, the Authority intends to share the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 12.5 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

13 Bribery

- 13.1 The offer of a bribe or other inducement to any person with the object of influencing the placing of the Contract will result in instant rejection of the Bid concerned.

14 Withdrawal of Bids

- 14.1 The withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to The Authority, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Ensure such documentations are made available to The Authority at the time of seeking modifications or withdrawal of the Bid.

15 Execution of the Contract

- 15.1 Subsequent to the Notice of Intent to Award, and within 14 calendar days after the prescribed *GoM and Consultant Agreement* is presented to the Preferred Bidder for signature, the Preferred Bidder shall execute and deliver the Agreement to the Authority through the **Permanent Secretary of the Ministry of Education, Youth Affairs and Sports**, and sign in such number of counterparts as the Authority may require.
- 15.2 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Works shall be the date of the executed Agreement.
- 15.3 In the event of a default, the Authority may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible Bidder, or re-advertise for bids.

16 Post-Contract Evaluation

- 16.1 Tenderers are advised that the Government of Montserrat aims to improve Quality, provide The Authority satisfaction and ensure value for money throughout the project life cycle. The Contractor's performance during contract implementation will be assessed at close out of the contract. Therefore, at the completion of the proposed works, the Government of Montserrat will undertake a Contract Performance Evaluation, which is a review of all the project objectives.
- 16.2 A form referred to as the *Post Contract Performance Report* will be the tool used to measure and assess the Contractor's performance in achieving the project objectives. Please be advised that The Authority's satisfaction for project delivery will form part of the measureable indicators for achieving project objectives.
- 16.2 The project's success will determine the Contractor's future employment opportunities with the Government of Montserrat.

17 Terms of Reference

1.0 Background

- 1.01 The Ministry of Education, Youth Affairs and Sports (MEYAS) is implementing the 2017-2021 Education Sector Plan (ESP). Guided by the MEYAS vision, the plan aims to provide holistic lifelong education for all that builds civic responsibility, fosters in individuals the ability to succeed locally and globally, and contributes to sustainable development. This plan supports Montserrat in meeting the global mandate for education put forth in the United Nations (UN) Sustainable Development Goal (SDG) 4 for 2030, which states that all countries should ensure inclusive and quality education for all and promote lifelong learning. Relatedly, one key policy goal for the MEYAS is to strengthen the quality and relevance of education at all levels to improve learning outcomes.
- 1.02 In order to expedite improvements in the quality of education, The MEYAS has begun the process of curriculum review by officially forming a Curriculum Development Committee CDC to oversee the development of the national curriculum and track and monitor progress.
- 1.03 Quality teaching and learning standards are set and available; however, such standards are not yet fully and uniformly implemented across all provision types. In compulsory education, quality standards are yet to be formalized. However, Montserrat has committed to implementing the UNICEF supported Effective/Child Friendly School Framework
- 1.04 The MEYAS wishes to engage a national consultant to work in close collaboration with the MEYAS, CDC, Curriculum Development specialist and its stakeholders to develop (1) the overarching national curriculum and (2) the monitoring and evaluation frameworks.
- 1.05 It is recognised that Montserrat has specific educational requirements stemming from its island context. Montserrat is at risk from multiple natural hazards. The frequency and the intensity of weather related hazards and their impacts are likely to increase as a result of

accelerated climate change. A key area of investment is in education of youths on Disaster Risk Management (DRM), climate change (CC) and Resilience Education (RE). Educating students about Risk, Resilience and CC mitigation and adaptation from the early age through the school years helps to build resilience and a culture of safety and preparedness

- 1.06 Further to 1.05 above the schools in Montserrat do not presently operate a national curriculum across its provision which encompasses Disaster Risk Management (DRM), climate change, and and Resilience Education (RE). Theses are deemed essential components in the education of young people and are key national MEYAS Montserrat priorities.
- 1.07 Critically, the MEYAS recognizes and seeks to draw from and build upon, where relevant, the recent work done by the **Organisation of Eastern Caribbean States (OECS)** Education Development Management Unit, with support from Global Partnership for Education (GPE), to develop a set of curriculum standards and for primary grades K-6 in Language Arts, HFLE, Science, Social Studies, and Mathematics.

2. Objectives and Expected Result

- 2.01 The objectives of the consultancy are as follows:
- a) **to develop a national curriculum (and curriculum development framework) from Early Childhood Education (ECE) through to post-secondary level**
 - b) **to provide capacity building support to MEYAS on curriculum development and monitoring and evaluation.**
- 2.02 The expected results of this consultancy are the institutionalisation of a (1) national curriculum encompassing all educational phases from ECE to post-secondary, that will provide the foundation for improved learning outcomes of *all learners*, including those with special education needs. The consultancy will thereby support the MEYAS effort to meet the goals set out in Section 3 of the Education Act of 2004, national sustainable development priorities, as well as regional and global commitments to equitable, quality and inclusive education.
- 2.03 Further to 2.02 above, the production of the draft national curriculum and its constituent elements will be undertaken by an Education Consultant(s) or consulting team, experienced in the fields of curriculum planning, design and development as well as teaching, learning and assessment. It is envisaged that such consultants would have significant experience of the education sector having held senior positions in Schools and/or Colleges.

3. Scope of Work

3.01 The Consultant will be expected to work closely with the Curriculum Development specialist, Director of education, Education Planning, and Permanent Secretary in carrying out the assignment. It is also expected that appropriate consultation will be carried out with CDC, UNICEF, OECS, CDEMA, Education Officers, Student Support Services and Early Childhood Education, Principals, Resource Teachers in Primary schools and Subject Leaders in secondary schools, the Coordinators for the University of the West Indies (UWI), Civil Society and faith based organizations, Teachers Unions, students, and parents, among others that may be identified, to effectively carry out the assignment. Specifically, consultant will:

- (a) Complete a desk review and data collection of all relevant education legislation and policy documents (national, regional, and global) relevant to curriculum development, monitoring and evaluation, learning assessments and quality and relevant teaching and learning in Montserrat (see appendix 1). Regionally, the curriculum standards developed as a part of the OECS Education Support Project (OESP), along with a trainers' guide and teachers' manual, are of critical importance.
- (b) Host stakeholder consultations to discuss analyses from the desk review and gain insight into the necessary content for the National Curriculum Development, Monitoring and Evaluation, and learning assessment frameworks, related policies, including frameworks for instructional and student guides, as well as the Quality Teaching and Learning Framework and related policies.
- (c) Develop a national curriculum development strategy for ECE through the post-secondary level that emphasize, amongst other things:
 - learner centeredness, inclusivity, and gender equity,
 - alignment with the education act and national sustainable development goals,
 - core competencies and clear learning standards for all levels and ability groups, including life skills competencies for all learners,
 - discipline specific and interdisciplinary learning,
 - roles of various stakeholders in curriculum development, and
 - flexibility to incorporate relevant learning initiatives
- (d) Develop the Curriculum Framework, working with the local team, that, amongst other things:
 - builds on the Effective/CFS Framework and Safe School Program
 - builds on CC education

- (e) Conduct a technical audit to determine the capacity/resources (human, financial, physical, technological and other) necessary to effectively manage and sustain curriculum development, after the consultancy.
- (f) Design the methodology for piloting, evaluating the pilot, and full-scale implementation of the revised national curriculum
- (g) Develop and implement a training plan (methodology and content) to provide capacity development to key stakeholders in the MEYAS at key stages in piloting and full scale implementation of the revised national curriculum (including relevant action planning).

4. Required Outputs

The required outputs to be achieved by the Consultant under this assignment are as follows:

4.01 General Reports and Outputs

The following standard reports are required for this consultancy:

- i. An *Inception Report* that describes the consultants' understanding of the TOR, the initial findings of the desk review, detailed work plan and schedule, proposed methodologies and foreseen and/or encountered difficulties in collecting data or any other information;
- ii. An *Inception Workshop* targeting relevant stakeholders to vet the Inception Report and follow up *Inception Workshop Report* that captures findings from the Inception Workshop and any modifications to the approach to the assignment as a result of the same.
- iii. A *Draft Final Report*
- iv. A *Final Report* including all outputs from the assignment and highlighting difficulties encountered, remedies undertaken, and any follow-up actions recommended.

4.02 Specific Reports and Outputs

In addition to the standard reports and outputs, the following specific reports and outputs are required for fulfilment of the stated objectives and required services:

- i. Draft and Final National Curriculum Development Frameworks (All subjects)
- ii. Draft and final National Curriculum
- iii. Capacity development workshops, agreed to in the training plan, and follow up reports on the workshops
- iv. Draft and Final reports on the pilot implementation of the revised national curriculum. These reports should include, inter alia, detailed plans for full implementation of the revised national curriculum as well as training and professional development plans to support key stakeholders in sustaining curriculum development (including any associated action plans).

5. Duration

The consultancy is expected to take approximately 180 person days over a period of no longer than a year (12 months), commencing in quarter four of 2019.

6. Expertise Required, Qualifications, And Experience

6.01 The consultant should ideally possess the following minimum qualifications:

Postgraduate qualification in Education or strongly related field, supported by experience within the Education sector.

6.02 Demonstrable experience (7+ years) of curriculum development and instructional leadership, with evidence of senior leadership experience in these or strongly related areas.

6.03 Excellent verbal and written communication skills in English and experience working with wide-cross sections of society in implementing effective interventions.

6.04 Experience working in the region, or similar settings, on projects of similar scope will provide significant additional value.

7. Reporting

7.01 Consultants will report to the Director of Education and the CDC, keeping the Permanent Secretary and UNICEF copied on all correspondences, electronic and hard copy.

7.02 Deliverables, Content, and Timing of Submission

Deliverable	Content	Time of Submission
Inception Report	A report that describes the consultants understanding of the TOR, the initial findings, proposed methodologies, and foreseen and/or encountered difficulties in collecting data or any other information. It should also include any minor revisions to the work plan outlined in the technical proposal to meet the objectives and to satisfy other requirements as set out in this TOR. The report will include a detailed work plan (including methodology to be used for delivering the specific activities) schedule of activities of the	Within one (1) month of commencing the consultancy

	team and schedule of presentation of all deliverables.	
Inception Workshop and Inception Workshop Report	Inception Workshop to sensitise all major stakeholders about the specifics of the consultancy. Inception Workshop Report to include findings from the Inception Workshop and any modifications to the approach to the assignment as a result of the same.	Within seven (7) weeks of commencing the consultancy
Mid term Report	The reports will include a summary of the work of the quarter under review including progress to date, the encountered and/or foreseen difficulties/issues impacting on the work programme and a summary of the planned work for the next period.	After 90 days
Draft Final Report	This Report provides details of the assignment including activities performed, results obtained, recommendations and follow-up actions required. It should include the proposed methodology for piloting, evaluating the pilot, and full-scale implementation of the revised national curriculum. Based on the outputs from implementing the capacity development training plan, recommendations for training and continuous professional development to sustain effective curriculum development should be included.	No later than month 11 in the consultancy
Final Report	The Final Report contains the same specifications as the Draft Final Report, incorporating any comments received from the key stakeholders on the draft report.	No later than month 12 of the consultancy.
Other Specific Reports	Details of the contents of each report will be discussed and agreed to by the Ministry of Education, Youth Affairs and Sports and the consultancy team These reports, itemized in section 4.02, should be presented as stand-alone documents and combined as annexes to the Draft Final and Final Reports.	To be collaboratively determined with the MEYAS at the inception of the consultancy. All should be completed within the one year (12 month) time frame for the consultancy

7.03 Language

All reports and other documents prepared under the assignment should be in English.

7.04 Submission and Approval of Reports

All reports are to be submitted in line with section 7.01. The MEYAS will have thirty (30) working days to provide comments to the Draft Reports and twenty (20) working days for Final Reports. The consultant will then have to submit the revised reports within ten (10) working days of receiving the comments from MEYAS. The consultant shall finalise the report by taking into account the comments and recommendations received from the MEYAS. The Permanent Secretary will be responsible for issuance of final approval of all reports in consultation with CDC.

8. Location, MEYAS Input(S), And Counterpart Personnel

- 8.01 Consultant shall provide desk services (working remotely) and field consultancy in Montserrat, although many of the outputs can be prepared remotely following consultation and capacity building exercises conducted in Montserrat.
- 8.02 Office accommodation will be provided for consultants in the Ministry of Education, Youth Affairs and Sports, which will include a working space and access to photocopying, printing, and local telephone calls. The Director of Education and curriculum development officer will aid in scheduling necessary consultations and capacity development sessions and ensure that the Consultant has access to wherever is required for the performance of the services while in Montserrat. The Ministry of Education, Youth Affairs and Sports will also cover the costs associated with venue rental, photocopying, and catering for consultations and capacity building workshops.
- 8.03 Curriculum Development officer will be available to assist with aspects of some deliverables, where capacity is identified and agreement reached, in writing, on the same with the Director of Education.

9. Payment of Fees and Reimbursables

- 9.01 The payment of professional fees shall be executed against deliverables; these will be itemized in the terms of contract.
- 9.02 Reimbursables will be paid against receipts for the same. The following comprises the list of reimbursable expenses.
 - a. per diem allowance, including accommodation, meals/incidentals/ transportation on island, for experts for every day of absence from the home office for the purposes of the Services. A ceiling of USD\$200 per day per expert will be applied to this reimbursable expense;
 - b. cost of air travel by the most appropriate means of transport and the most direct practicable route. All travel by air must be via economy class;
 - c. cost of reports production (including printing)

Appendices

Appendix 1: Literature / Reference Sources

Resources

Regional documents

The 2016 UNESCO Education Policy Review, the 2012-2021 Organisation of Eastern Caribbean States Education Strategy (OESS), the 2030 Caribbean Community (CARICOM) Human Resource Development Strategy, relevant literature on implementing UN Sustainable Development Goal 4, the 1997 Final Report on Consultancy for Curriculum Development, 2000-2003 National Curriculum Guides, 2013 draft National Curriculum Policy Framework, current National Interim Curriculum Guides, draft developmental checklists for ECE, the 2015 UNICEF and OECS sponsored study on Early Childhood Curriculum in the Eastern Caribbean, CVQ standards, draft ICT in Education Policies, and documentation and reports on implementing the Effective/Child Friendly Schools Framework, Comprehensive Safe School Framework and Climate Change.

List of climate change resources

UN CC:LEARN: Resource Guide for Advanced Learning on Integrating Climate Change in Education at Primary and Secondary Level

UNICEF Eastern Caribbean: Review of education Plans & Policies in the Eastern Caribbean area

UNICEF: Climate change, children and education for sustainable development: A child-friendly schools approach to adaptation and risk reduction

UNICEF: Climate Change Adaptation and Disaster Risk Reduction in the Education Sector resource manual

UNICEF: Climate Change and Environmental Education, A companion to the Child Friendly Schools Manual

UNICEF: Disaster Risks Reduction and Education

UNICEF: Disaster Risk Reduction in School Curricula: Case Studies from Thirty Countries

UNICEF East Asia and Pacific: DRR in education, an imperative for education policy makers

UNICEF LAC: Strong Schools and Communities Initiative: Working Together to Build Safe Schools and Protective Learning Environments

UNISDR: comprehensive school safety, A global framework in support of The Global Alliance for Disaster Risk Reduction and Resilience in the Education Sector and The Worldwide Initiative for Safe Schools

UNISDR: world initiative for safe schools, for every new school to be safe from disasters

CDEMA: model safe school programme for the Caribbean, a toolkit

CARICOM: Antigua and Barbuda Declaration on School Safety in the Caribbean

OECS: OECS education sector strategy 2012-2021

Safe School Program resources and relevant literature of Comprehensive School Safety Framework (CSSF) resources

1. *Comprehensive School Safety Framework. UNISDR March 2017*
2. *Antigua and Barbuda Declaration School Safety in the Caribbean, April 2017*
3. *The Caribbean Disaster Emergency Management Agency (CDEMA) Model School Safety Programme for Caribbean Schools Toolkit*
4. http://toolkit.ineesite.org/guidance_notes_on_teaching_and_learning
5. http://toolkit.ineesite.org/pocket_guide_to_inclusive_education
6. [http://toolkit.ineesite.org/resources/ineecms/uploads/1162/Teacher Professional Development v1.0 LowRes.pdf](http://toolkit.ineesite.org/resources/ineecms/uploads/1162/Teacher_Professional_Development_v1.0_LowRes.pdf)
7. http://www.unicef.org/lifeskills/index_7308.html
8. <http://www.unicef.org/protection/files/Inter-AgencyGuidePSS.pdf>
9. <http://www.newyorker.com/science/maria-konnikova/the-secret-formula-for-resilience>
10. https://www.unclearn.org/sites/default/files/inventory/resource_guide_on_integrating_cc_in_education_primary_and_secondary_level.pdf

18 Evaluation of Bids

- 18.1 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
Qualifications & Experience	35%
Technical Questionnaire	25%
Cost Proposal	40%

18.2 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the ITT. The ITT Checklist in *Section 21* 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.

18.3 Qualifications and Experience (35%)

Tenderers are required to submit:

- A Company Profile**, including a summary of annual revenue earnings and overall financial health.
- Details of the Qualifications** of all project staff and subcontractors who will be assigned to this project. The evaluation of the Bidder's qualifications will include: academic qualifications and experience.
- Portfolio of Work**, of a similar nature, including project descriptions, the entity or person for which the work was completed, contact information of the entity or person, and the location of the works. In addition, prospective bidders can submit award letters for works in lieu of the above mentioned. Experience in curriculum development for populations of 5,000-10,000 people would be an asset.
- A Minimum of Two (2) Referees** who may be contacted for further verification of any information submitted at any point in time.

18.4 Technical Questionnaire (25%)

Complete the Technical Questionnaire Template in *Section 20*.

18.5 Cost Proposal (40%)

Bidders must complete the Form of Proposal 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.

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

$$\frac{A = 10000}{B = 14000} \times 40\% = \text{B's score is 28.5\%}$$

19 Quality Evaluation Methodology

Quality will be measured upon evaluation of Bidder's responses to the Technical Questions in Section 20. 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.	9 – 10
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.	7 – 8
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.	5 – 6
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.	3 – 4
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.	1 – 2
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

20 Technical Questionnaire Template

10.1 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: (30%)

Please describe your knowledge of curriculum development and improvement for various age groups, and how this knowledge will support the delivery of this scope

Bidders response:

Question 2: (25%)

Please describe in detail your intended methodology for executing the Terms of Reference outlined in this ITT.

Bidders response:

Question 3: (30%)

Please describe your understanding of educational monitoring and evaluation frameworks, in terms of their implementation and/or utilisation, and why effective monitoring and evaluation is particularly important in Montserrat's context.

Bidders response:

Question 4: (10%)

Please outline your approach to ensuring that key outputs and deliverables are met within the required timescales.

Bidders Response:

Question 5 (5%)

What resources will you dedicate to the completion of this project?
Please include your availability, on site and off site, working days and hours.

Bidders Response:

- 10.2 Weighted quality scores will be calculated by multiplying the moderated score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.
- 10.3 Any Bidder who achieves an 'Unacceptable' score of '0' for any of the questions will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

- 10.4 Any Bidder who does not achieve any declared minimum quality score will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

21 ITT Document Checklist

Project Title: **Development of a National Curriculum for Montserrat**

Date ITT advertised: **Friday 10 October 2019**
Proposal Deadline Date: **Wednesday 20th November 2019**
Proposal Deadline Time: **12:00pm** midday (Eastern Caribbean Time)

Below are the following documents that must be submitted for a consultant's bid to be valid.

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

The below documents should be presented with their bid to ensure that their bid is valid.

- ☐ Signed Form of Tender (**Including time for completion and notice period**) (*Section 22*)
- ☐ Tax Compliance Certificate (**If locally registered in Montserrat**)
- ☐ Signed Tender Submission Anti-Collusion Statement (*Section 23*)
- ☐ Bidder's Identification Details Form (*Section 24*)
- ☐ Bidder's Company Profile (*Section 18*)
- ☐ Details of Qualifications (*Section 18*)
- ☐ Portfolio of Work (*Section 18*)
- ☐ Two (2) Referees (Minimum) (*Section 18*)
- ☐ Completed Technical Questionnaire Template (*Section 20*)
- ☐ Proposed Payment Schedule (*Section 25*)

.....
Bidders Authorized Signature

...../...../.....
Date

22 Form of Tender

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

Dear Sir/Madam;

Project: **Development of a National Curriculum for Montserrat**

I/We the undersigned undertake to supply and deliver the services as outlined in the above captioned project in accordance with the Tender Document requirements for the sum of:

EC\$

(words).....

.....

If my/our tender is accepted, I/We undertake to commence the Works within _____ days from the date of receipt by me/us of the official order and complete the works within _____ days from the date of receipt by me/us of the official order.

I/We understand 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 90 days from the date of submission of this proposal.

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

Name.....

Name of Firm (If Applicable)

Address.....

Tel. no Fax no /

Email Address

Signed.....

Date.....2019

APPENDIX TO FORM OF PROPOSAL

Period for Commencement from Notification of Award of Contract	Calendar Days
Time for Completion	Calendar Days
Time within which payment to be made after issue of Certificate	21 Calendar Days
Delivery Date	/...../.....

23 Tender Submission Anti-Collusion Statement

I/we certify that this proposal is made in good faith, and that we have not fixed or adjusted the amount of the proposal 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 proposal price or any other figures or other information in connection with the proposal 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-consultant (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 proposing exercise.

Enter into any agreement or arrangement with any person that they shall refrain from proposing, that they shall withdraw any proposal once offered or vary the amount of any proposal 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 proposal or proposed proposal 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 proposal 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-consultants, suppliers and associated companies providing services or materials connected with the proposal and any contract entered into with such sub-consultants, 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 proposal being disqualified and may lead to criminal or civil proceedings. The government of Montserrat shall treat any proposal 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 services or who may now or at any time in the future have statutory power to require disclosure of this proposal.

In this certificate, the word 'person' includes any persons and anybody 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 proposal is made.

Signature:

In capacity of:

Date:2019

Duly authorised to sign proposals and acknowledge the contents of the anti-collusion certificate for and on behalf of:

Name of Firm:

Full postal address:

Contact No.

24 Bidder's Identification Details Form

A	PERSONAL INFORMATION
COMPANY NAME:..... REGISTRATION NUMBER:..... COMPANY ADDRESS:..... CONTACT PERSON:..... POSITION:..... TELEPHONE NUMBER:..... WEBSITE:..... EMAIL ADDRESS:	

B	QUESTIONNAIRE		
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 2 years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?		(50-100)K
			(101-200)K
			(201-400)K
			Over 400K
7	Has your entity failed to complete a contract for a public or private entity?		YES
			NO

(TICK WHERE APPLICABLE ABOVE)

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 Company Representative) (Date) Company Name/Stamp	

25 Proposed Payment Schedule

Ref. No.	Content	Resource and Rate	No. of Hours	Cost (XCD)
1	Inception Report - A report that describes the consultants understanding of the TOR, the initial findings, proposed methodologies, and foreseen and/or encountered difficulties in collecting data or any other information. It should also include any minor revisions to the work plan outlined in the technical proposal to meet the objectives and to satisfy other requirements as set out in this TOR. The report will include a detailed work plan (including methodology to be used for delivering the specific activities) schedule of activities of the team and schedule of presentation of all deliverables.			
2	Inception Workshop and Inception Workshop Report - Inception Workshop to sensitise all major stakeholders about the specifics of the consultancy. Inception Workshop Report to include findings from the Inception Workshop and any modifications to the approach to the assignment as a result of the same.			
3	Mid-term Report - The reports will include a summary of the work of the quarter under review including progress to date, the encountered and/or foreseen difficulties/issues impacting on the work programme and a summary of the planned work for the next period.			
4	Draft Final Report - This Report provides details of the assignment including activities performed, results obtained, recommendations and follow-up actions required. It should include the proposed methodology for piloting, evaluating the pilot, and full-scale implementation of the revised national curriculum. Based on the outputs from implementing the capacity development training plan, recommendations for training and continuous professional development to sustain effective curriculum development should be included.			
5	Final Report - The Final Report contains the same specifications as the Draft Final Report, incorporating any comments received from the key stakeholders on the draft report.			
6	Other Specific Reports - Details of the contents of each report will be discussed and agreed to by the Ministry of Education, Youth Affairs and Sports and the consultancy team These reports, itemized in section 4.02, should be presented as stand-alone documents and combined as annexes to the Draft Final and Final Reports.			
7	Expenses			
TOTAL (including taxes and expenses)				

26 General Condition of Contract

This Agreement is made the..... day of..... **20....** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Education, Youth Affairs, and Sports (hereinafter referred to as “**GOM**”) of the one part and (*supplier's company*), 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/ companies/ 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.

The Specification means the **GOM's** requirements for the **supply and delivery of equipment as per model number and description provided in the Bill of quantities**, details of which have been provided in this tender document.

2. VARIATIONS OF CONDITIONS

The delivery of works outlined in the 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.

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 or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 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 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.

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
 - 5.1.2 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.
- 5.2 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 three (3) times the fee payable under this Contract or
- b) 300,000.00 Eastern Caribbean Dollars.

5.3 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.

5.4 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 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:-

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

7.2.2 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.

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

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:-

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

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.

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

- 10.2.1 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;
- 10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- 10.2.3 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.

11. WAIVER

- 11.1 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.

12. COMPLETE CONTRACT

- 12.1 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.

13. GOVERNING LAW

- 13.1 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. NOTICES

- 15.1 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.

- 15.2 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:

Mr. Colin Fergus
Permanent Secretary
Ministry of Education, Youth Affairs, and Sports
E. Karney Osborne Building, Little Bay,
Montserrat
Tel: (664) 491-2541
Fax: (664) 491-6941
Email: cfergus@gov.ms

16. CONFIDENTIALITY

16.1 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.

17. MEDIATION AND ARBITRATION

17.1 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.

18. SIGNATURES

18.1 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.....

END OF DOCUMENT