

Government of Montserrat STANDARD PROPOSAL DOCUMENT FOR PROCUREMENT OF CONSULTING SERVICES

- A. TO CONDUCT AN ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES IN MONTSERRAT
- B. TO REVIEW THE HEALTH CARE FINANCING SYSTEM IN MONTSERRAT TO INCLUDE COSTING OF AN ESSENTIAL MINIMUM PACKAGE OF SERVICE AND APPROPRIATE MODELLING TO SUPPORT HEALTH FINANCING REFORM

Ministry of Health and Social Services in Montserrat (MOHSS-001/2015)

13 October 2015

Standard I	Ridding	Document -	Instructions to	Ridders -	Consulting	Services
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A. Introduction

Scope of Proposal

- The Procuring Entity indicated in the **Bid Data Sheet** (BDS) that they wish to invite Proposals for the provision of services as specified in the **Bid Data Sheet** and described in detail in **Appendix A, Description of Services.** The successful Bidder will be expected to construct the works or supply the goods or services within the period stated in the **Bid Data Sheet** from the start date specified in the **Bid Data Sheet.**
- 1.2 The successful Bidder will be expected to complete the construction of the works or supply of the goods or provision of the services by the required completion date specified in the **Bid Data Sheet.**

2. Source of Funds

2.1 The Procuring Entity has set aside sufficient funds for the operations of the Procuring Entity named in the **Bid Data Sheet** during the Financial Year indicated in the **Bid Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of services as described in the **Bid Data Sheet**.

Or

1.1

The Procuring Entity named in the **Bid Data Sheet** has received/has applied for/intends to apply for a [loan/credit /grant] from the Development Partner named in the **Bid Data Sheet** towards or has budgeted for the cost of the project described in the **Bid Data Sheet**, and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract described in the **Bid Data Sheet**.

2.2 Payments will be made directly by the Procuring Entity (or by the financing institution specified in the **Bid Data Sheet** upon request of the Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

Fraud and Corruption

- 3.1 The Government requires that Procuring Entities (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/Contractors under Government financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:
 - a) A Procuring Entity (PE) has the right to require that Bidders, Suppliers, and Contractors and their subcontractors permit persons duly appointed by the Government of Montserrat (GoM) to inspect their accounts and records and other documents relating to the Proposal submission and contract performance;
 - b) The Procuring Entity will reject a proposal for award if it

- determines that the Bidder recommended for award has engaged in any corrupt practices in competing for the contract;
- c) In pursuit of the policy defined in sub-Clause 3.1 the Development Partner will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt practices were engaged in by representatives of the Procuring Entity or approving authority or of a beneficiary of the funds during the procurement or the execution of that contract, without the Procuring Entity or approving authority having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation; and
- d) The Public Procurement Board (PPB) may debar a person from participating in procurement proceedings on the ground that the person has committed an offence under the Public Procurement Regulations. A debarment shall be for a period of time of not less than six months. Before a person is so debarred, he/she will be given an opportunity to make representations to the PPB and may request the Complaints Commission to review the debarment.
- 3.2 The Government of Montserrat reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt practice, to declare that such a firm is ineligible, for a specified period to be awarded a public financed contract in Montserrat.
- 3.3 Any communications between the Bidder and the Procuring Entity related to matters of alleged corruption must be made in writing.
- 3.4 All Bidders are required to complete the Statement on Ethical Conduct which can be found in Section VIII and submit it with their proposal. Failure to do so will render the proposal non-compliant and cause its rejection.
- 4. Eligible Bidders
- 4.1 A Bidder may be a natural person, private entity, government-owned entity, subject to ITB sub-Clause 4.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium or association. In the case of a joint venture, consortium or association, unless otherwise specified in the **Bid Data Sheet**, all parties shall be jointly and severally liable.
- 4.2 The invitation for Bids is open to all Suppliers as defined in the Public Procurement Regulations, 2012 except as provided hereinafter.

- 4.3 Local Bidders shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Montserrat. Foreign Bidders who are selected as having submitted the lowest evaluated Proposal shall register with the appropriate statutory body and shall be required to submit evidence of registration before signing the Contract.
- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if he/she seeks or has a direct or indirect pecuniary interest with another Bidder or has a direct or indirect pecuniary interest with a person that would conflict with that person's duties with respect to the procurement. Conflicts of interest would arise where Bidders:
 - a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods, works or services to be purchased under this Invitation for Bids; or
 - b) have controlling shareholders in common; or
 - c) receive or have received any direct or indirect subsidy from any of the above or
 - d) have the same legal representative for purposes of this Proposal; or
 - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Proposal of another Bidder, or influence the decisions of the Procuring Entity regarding this Bidding process; or
 - f) submit more than one Proposal in this Bidding process, except as an alternative Proposal as provided for under Clause 7. However, this does not limit the participation of subcontractors in more than one Proposal, or as Bidders and subcontractors simultaneously; or
 - g) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Proposal; or
 - h) have been engaged by the Procuring Entity, either itself or any of its affiliates, to provide services other than consulting services for a project; or
 - have been engaged by the Procuring Entity, either itself or any of its affiliates, to provide consulting services which are to be independently verified by the services covered by this Proposal;

or

- j) including their employees and sub-contractors, have a business or family relationship with a member of the Procuring Entity's staff, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the subsequent execution of the contract.
- 4.5 Bidders shall not be eligible to submit a Proposal if they have been disqualified under the Public Procurement Regulations, 2012.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 5. Eligible Goods, Works and Services
- 5.1 All goods, works and services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods, works and services. For the purpose of this Proposal ineligible countries, if any, are listed in the **Bid Data Sheet**.
- 5.2 For the purposes of this Clause, the term "goods" includes commodities, raw materials, machinery, equipment and industrial plants, "works" includes building and civil engineering construction and "services" includes services such as insurance, installation, training and initial maintenance as well as intellectual services.
- 5.3 For purposes of this Clause, "origin" means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, process, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the works labour force or services are supplied.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods, works and services shall not determine their origin.
- 5.5 To establish the eligibility of the supplies, works and services, Bidders shall complete the documents required under Clause 17.
- 5.6 If so required in the **Bid Data Sheet**, the Bidder shall demonstrate that it has been duly authorized by the manufacturer of the goods to supply in Montserrat the goods indicated in its Proposal.

6. One Proposal per Bidder

- 6.1 A firm shall submit only one Proposal in the same Bidding process, either individually as a Bidder or as a partner in a joint venture. However, this does not prevent a Bidder from submitting an Alternative Proposal as provided for under Clause 7.
- 6.2 No firm can be a subcontractor while submitting a Proposal individually or as a partner of a joint venture in the same Bidding process.
- 6.3 A firm, if acting in the capacity of subcontractor in any Proposal, may participate in more than one Proposal but only in that capacity.
- 6.4 A Bidder who submits or participates in more than one Proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals in which the Bidder has participated to be disqualified.

7. Alternative Proposals by Bidders

- 7.1 Bidders shall submit offers that comply with the requirements of the Proposal documents, including the basic Bidder's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the **Bid Data Sheet**. If so allowed, sub-Clause 7.2 shall prevail.
- 7.2 If so allowed in the **Bid Data Sheet**, Bidders wishing to offer technical alternatives to the requirements of the Proposal documents must also submit a Proposal that complies with the requirements of the Proposal documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Proposal, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the best value Bidder conforming to the basic technical requirements shall be considered by the Procuring Entity.

8. Qualification of 8.1 Bidders

- 8.1 All Bidders shall include the information and documents with their proposals stated in the **BDS**.
- 8.2 To qualify for award of the Contract, Bidders shall meet the minimum qualifying criteria set out in the **BDS**.
- 8.3 A consistent history of litigation or arbitration awards against the Bidder

or any partner of a joint venture may result in disqualification.

- 9. Joint Ventures
- 9.1 Proposals submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
 - (a) the Proposal shall include all the information listed in ITB Clause 8 for each joint venture partner
 - (b) all partners shall be required to meet the eligibility requirement described in ITB Sub-Clause 6.
 - (c) the Proposal shall be signed so as to be legally binding on all partners;
 - (d) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (e) one of the partners will be nominated as being in charge, authorized to sign the Proposal incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (f) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
 - (g) the joint venture shall provide a copy of its joint venture agreement. If no such agreement exists a memorandum of agreement signed by all of the potential partners must be provided. The letter of intent must acknowledge the parties' jointly and severally liability in respect of any award that may be made in the joint venture's favor.
- 9.2 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of the minimum criteria for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Proposal. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.
- 10. Site Visit
- 10.1 For services procurement related to works and goods with complex installation requirements the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of works or Delivery and its surroundings and obtain all information that may be necessary for preparing the Proposal and entering into a contract for delivery of the services. The costs of visiting the Site shall be at the Bidder's own expense. The Procuring Entity will, if indicated in the **BDS**, hold a pre-bid

meeting at the date, time and venue indicated in the **BDS**. If the **BDS** states that attendance at the pre-bid meeting is a pre-condition of bidding, the Bidder must attend the pre-bid meeting otherwise their proposal will be rejected.

11. Cost of Bidding 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

B. Proposal documents (Request for Proposal)

12. Content of Proposal documents

12.1 The services/goods/works required, bidding procedures, and contract terms are prescribed in the Proposal documents. In addition to the Request for Proposal, the Proposal documents, which should be read in conjunction with any addenda issued in accordance with ITB clause 14.2, include:

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV General Conditions of Contract (GCC)

Section V Contract Data Sheet (CDS)

Other sections listed in the **Bid Data Sheet**

- 12.2 The number of copies to be completed and returned with the Proposal is specified in the **Bid Data Sheet.**
- 12.3 The Procuring Entity is not responsible for the completeness of the Proposal documents and their addenda, if they were not appropriately obtained directly from the Procuring Entity.
- 12.4 The Bidder is expected to examine all instructions, forms, terms and specifications in the Proposal documents. Failure to furnish all information required by the Proposal documents or to submit a Proposal substantially responsive to the Proposal documents in every respect will be at the Bidder's risk and may result in the rejection of its Proposal.
- 13. Clarification of 13.1 A prospective Bidder requiring any clarification of the

Proposal documents

Proposal documents may notify the Procuring Entity in writing or electronic mail or facsimile at the Procuring Entity's address indicated in the **Bid Data Sheet** prior to the deadline for the submission of Proposals prescribed in sub-Clause 27.1.

- 13.2 The Procuring Entity will within the period stated in the Bid **Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Bid Data Sheet** prior to the deadline for the submission of Proposals prescribed in sub-Clause 27.1.
- 13.3 Copies of the Procuring Entity's response will be forwarded to all who have obtained the Proposal documents directly from the Procuring Entity, including a description of the inquiry, but without identifying its source.
- 13.4 Should the Procuring Entity deem it necessary to amend the Proposal documents as a result of a clarification, it shall do so following the procedure under ITB Clause 14.

14. Amendment of Proposal documents

- 14.1 Before the deadline for submission of Proposals, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Proposal document by issuing addenda.
- 14.2 Any addendum issued shall be part of the Proposal document pursuant to sub-Clause 12.1 and shall be communicated in writing to all who have obtained the Proposal documents directly from the Procuring Entity. Prospective Bidders shall acknowledge receipt of each addendum in writing by electronic mail, telex or facsimile to the Procuring Entity.
- 14.3 In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, the Procuring Entity, at its discretion, may extend the deadline for the submission of Proposals.

C. Preparation of Proposals

15. Language of Proposal

15.1

The Proposal prepared by the Bidder, as well as all correspondence and documents relating to the Proposal exchanged by the Bidder and the Procuring Entity shall be written in English unless another language is specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

16. Documents Constituting the Proposal

16.1 The Proposal prepared by the Bidder shall constitute the following components:

- a) Form of Proposal and Appendices, if any
- b) Price Schedules including Bill of Quantities completed in accordance with ITB Clauses 19, 20, and 21;
- c) Integrity Declaration by Bidder and statement on ethical conduct
- d) Bid securing declaration or Bid security furnished in accordance with ITB Clause 23 and/or 24; and
- e) Any other document required in the **Bid Data** Sheet.
- 16.2 The Consultant's Proposal is divided into two parts:
 - a) The Technical Proposal, and
 - b) The Financial Proposal.

Depending on the nature and size of the services, the Procuring Entity will require the consultant to submit a full Technical/Financial Proposal or a Simplified Technical/Financial Proposal. The **Bid Data Sheet** indicates the format of the Proposal to be used.

16.3 The required documents and other accompanying documents must be typewritten in English or as stated in the **Bid Data Sheet**. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

17. Proposal Preparation (Technical Proposal)

- 17.1 Except as otherwise stated in the **Bid Data Sheet**, the following summarizes the importance and the maximum number of pages for sections of a Technical Proposal. A page is considered to be one printed side of A4 or Letter sized paper:
 - a) TPF 1: The delivery of Technical Proposal Form consists of two pages,
 - b) TPF2: Consultant's experience shall not exceed 20 pages. It describes the consulting firm in brief, its organization and outlines recent experience of the firm, other people involved in similar work, and services with similar characteristics the firm is required to have in its reference documents. For each service, the illustration shall focus on the main and precise importance of the works, the amount contracted and the involvement by the consultants. Information should be provided only for any information on work for which the consulting firm has contracted with an Employer who is a lawful organization or with one of the affiliated companies. The work achieved by each expert individually or through other consulting firm shall not be taken into account as the consultant's experience or experience through an affiliated consultant, but can be entered in the work background of each consultant. Consultants may be required to provide further information on their work experience when requested by the Procuring Entity.
 - c) TPF3: Methodology for implementation: It describes methods of implementation and the action plan for delivering the services and shall not exceed 10 pages. The ways by which teamwork is achieved shall be written down precisely, sufficiently and in order, to meet the service requirement set forth in the Terms of Reference.
 - d) TPF4: Technical Proposal Form: This covers opinions and requests made by the consultants regarding the Terms of Reference, and the data, services and facilities to be provided by the Procuring Entity, and shall not exceed 5 pages.
 - e) TPF 5: Work schedule for vocational staff, and shall not exceed 5 pages by precisely stating projected work duration computed on the basis of each person-month (by differentiating clearly between the work to be performed at the office and at the work site) and the proposed duration of time in terms of months for each nominated expert, including local experts (if any) by using the format as indicated. The work schedule shall

- also indicate when experts are working in the Project office and when they are working away from the Project office.
- f) TPF 6: CV of vocational staff, which shall not exceed 3 pages for each person.
- g) TPF 7: Statement on Ethical Conduct, to be signed and returned with the technical proposal for all proposals.
- 17.2 While preparing the Proposal, the consultant shall consider as follows:
 - a) For work on a staff-time basis, the number of professional staff-months is estimated as indicated in the **Bid Data Sheet**. However, the proposal shall be based on the number of professional staff-months estimated by the firm.
 - b) The proposed professional staff shall have the minimum experience indicated in the **Bid Data Sheet**, preferably working under conditions similar to those prevailing in the Montserrat.
 - c) Alternative professional staff shall not be proposed, and only one CV may be submitted for each position.
 - d) The name, age, nationality, employment background records, and professional experience of each nominated expert, including ongoing projects with particular reference to the type of experience required for the technical aspect, should be presented in the CV format as indicated.
 - e) All nominated experts must be a national of an eligible country as defined in the General Conditions of Contract.
 - f) Higher rating shall be given to nominated experts from the short-listed consulting firms and from the affiliated consulting firms, if any, who are or have been a full-time employee or contracted staff. The Procuring Entity defines a full-time employee or contracted staff as a person who has been employed continuously by the consulting firm or by one of its affiliated companies for a total duration of time of more than twelve months in the running period of five years prior to the date of delivery of Proposals. Experts who are full time employees or contracted staff will be rated on the basis of 100% of the rating score for the position. Experts who are not full time employees will be rated on the basis of 90% of the rating score for the position.
 - g) The experts are required by the Procuring Entity to

ensure the accuracy of their CV and they should sign it themselves. However, if necessary, the Procuring Entity may accept a signature on the CV by a Senior Officer of the consulting firm. If the experts are unable to sign for any valid reason, and the consultant's Proposal is ranked first, a copy of the CV signed by the expert concerned must be submitted to the Procuring Entity prior to start the contract negotiation.

- h) A zero rating shall be given to a nominated expert if the expert
 - i) is not a national (as indicated in the passport the expert holds or in other equivalent legal document) of an eligible member country as defined in paragraph (e) above;
 - ii) is proposed for a local position but is not a citizen of an eligible country as defined in paragraph (e) above; or
 - iii) fails the state his nationality on the CV;
 - iv) The CV is not signed as stated in paragraph (h) above.
- 17.3 The selection of civil servants of the GoM is not encouraged. When a consulting firm nominates in its Proposal an expert who is a Government employee, such expert shall get prior authorization from the GoM, proving his authorized absence from work without being paid by the GoM, and shall work on a full-time basis for the Project.
- 17.4 A Technical Proposal shall not include any financial information and any Technical Proposal that includes any financial information shall be regarded as an improper one.
- 18. Proposal
 Preparation
 (Financial
 Proposal)
- 18.1 Except as otherwise stated in the **Proposal Data Sheet**, the Financial Proposal requires the completion of six forms, namely FPF 1, FPF 2, FPF 3, FPF 4, FPF 5, and FPF 6.
 - a) FPF 1: The delivery of the Financial Proposal will constitute a covering letter for the Financial Proposal and will recognize the right of the GoM and any Development Partner to access to audit and inspect the consultant's documents and accounts relating to the preparation of the Proposal and the execution of contract.

- b) FPF 2: A brief description of costs, summary of costs and other Tables attached to the Proposal that shall be read out when opening the Financial Proposal.
- c) FPF 3: Breakdown of cost per each activity,
- d) FPF 4: Breakdown of Remuneration per Activity,
- e) FPF 5: Reimbursable Expenses per Activity,
- f) FPF 6: Miscellaneous expenses.

19. Form of Proposal

19.1 The Bidder shall fill the Form of Proposal furnished in the Proposal documents. The Proposal Form must be completed without any alterations to its format and no substitute shall be accepted.

20. Proposal Prices

- 20.1 Service remuneration rates shall be divided into payment rates estimated for local consultants and foreign consultants. Expenses shall be divided into per diem rates for international and local consultants and other expenses required for the accomplishment of the services.
- 20.2 The Financial Proposal shall clearly set out according to each item the price, taxes (including social security expense), customs duties, other charges payable under Montserrat law in effect for which the consultants, the sub-contractors and their staff are charged (other than nationals or permanent residents of Montserrat, unless the **Bid Data Sheet** specifies otherwise).

21. Proposal Currencies

21.1 If the prices of any part of the proposals are computed in terms of currencies that are not used for the proposal evaluation as stated in the bidding documents, such prices shall be converted into the currency used for the proposal evaluation based on the Central Caribbean Bank's selling rates at the date of opening the bidding documents.

22. Proposal Validity Period

- Proposals shall remain valid for the period specified in the **Bid Data Sheet** after the Proposal submission deadline prescribed by the Procuring Entity. A Proposal valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 22.2 In exceptional circumstances, prior to the expiration of the

Proposal validity period, the Procuring Entity may request that Bidders consent to an extension of the period of validity of their Proposals. The request and the Bidders responses shall be made in writing by electronic mail, telex or facsimile. A Bidder agreeing to the request will not be required nor permitted to modify its Proposal.

- 23. Bid Securing Declaration
- 23.1 Not used for consultant's proposals
- 24. Bid Security
- 24.1 Not used for consultant's proposals
- 25. Format and Signing of Proposal
- 25.1 The Bidder shall prepare an original and the number of copies of the Proposal indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 25.2 The original and the copy or copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **Bid Data Sheet** and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for un-amended printed literature, shall be initialled by the person or persons signing the Proposal.
- 25.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person or persons signing the Proposal.
- 25.4 The Bidder shall furnish information as described in the Form of Proposal on commissions or gratuities, if any, paid or to be paid to agents relating to this Proposal and to contract execution if the Bidder is awarded the contract

D. Submission of Proposals

26. Sealing and

26.1 The Bidder shall seal the original and each copy of the Proposal in separate envelopes, duly marking the

Marking of Proposals

envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

- 26.2 The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Entity at the address given in the **Bid Data Sheet**; and
 - b) Bear the proposal name indicated in the **Bid Data Sheet**, the Invitation for Bids (ITB) title and number indicated in the **Bid Data Sheet**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to sub-Clause 27.1.
 - c) State "TECHNCIAL PROPOSAL" or "FINANCIAL PROPOSAL" as appropriate, where stated in the **Bid Data Sheet**.
- 26.3 In addition to the identification required in sub-Clause 26.2, the inner envelopes shall also indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is declared "late" pursuant to ITB Clause 28 and for matching purpose under ITB Clause 29.
- 26.4 If all envelopes are not sealed and marked as required by sub-Clause 26.2, the Procuring Entity will assume no responsibility for the misplacement or premature opening of Proposals and such proposals will be rejected.
- 27. Deadline for Submission of Proposals
- 27.1 Proposals shall be received by the Procuring Entity at the address specified under sub-Clause 26.2 no later than the date and time specified in the **Bid Data Sheet.**
- 27.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals by amending the Proposal documents in accordance with ITB Clause 14, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
- 27.3 The extension of the deadline for submission of Proposals

shall not be made later than the period specified in the **Bid Data Sheet** before the expiry of the original deadline.

28. Late Proposals

- 28.1 The Procuring Entity shall not consider for evaluation any Proposal that arrives after the deadline for submission of Proposals.
- 28.2 Any Proposal received by the Procuring Entity after the deadline for submission of Proposals shall be declared late, rejected and returned unopened to the Bidder.

29. Modification, Substitution and Withdrawal of Proposals

- 29.1 A Bidder may modify or substitute or withdraw its Proposal after it has been submitted, provided that written notice of the modification, including modification, substitution or withdrawal of the Proposal, is received by the Procuring Entity prior to the deadline for submission of Proposals.
- 29.2 The Bidder's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clauses 26 and 27 with the outer and inner envelopes additionally marked "MODIFICATION" "SUBSTITUTION" or "WITHDRAWAL" as appropriate. The notice may also be sent by electronic mail or facsimile but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Proposals.
- 29.3 Proposals may only be modified by withdrawal of one or more pages of the original Proposal and submission of replacement pages of the Proposal in accordance with sub-Clause 29.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Proposals. Each modified page must be marked "MODIFIED" with the date of modification.
- 29.4 Bidders may only offer discounts to or otherwise modify the prices of their Proposals by substituting Proposal modifications in accordance with this Clause or included in the original Proposal submission.
- 29.5 No Proposal may be withdrawn, replaced or modified in the interval between the deadline for submission of

Proposals and the expiration of the period of Proposal validity specified by the Bidder on the Form of Proposal. Withdrawal of a Proposal during this interval shall result in the Bidder's forfeiture of its Bid security or execution of the Bid Securing Declaration, pursuant to the sub-Clause 23.5 or 24.7.

E. Opening and Evaluation of Proposals

30. Opening of Proposals

- 30.1 The Procuring Entity will open all Proposals including modifications, substitutions or withdrawal notices made pursuant to ITB Clause 29, in public, in the presence of Bidders or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the **Bid Data Sheet**.
- 30.2 Where it is stated in the **Bid Data Sheet** that technical and financial proposals shall be submitted in separate envelopes, only the technical envelope will be opened at the initial opening of Proposals. The financial envelope will be opened following technical evaluation and only in respect of those offers that pass the technical evaluation.

Envelopes marked "WITHDRAWAL" shall be opened and read out first. Proposals for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 29 shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Proposal will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.

30.3 All other envelopes shall be opened one at a time. The Bidders' names, the proposal prices except where numerous items are quoted separately, the total amount of each Proposal and of any alternative Proposal (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid security, Bid Securing Declaration and such other details as the Bid

Opening Committee may consider appropriate, will be announced by the secretary of the Bid Opening Committee at the opening. If technical evaluation precedes the opening of financial offers, no prices will be read out at the opening of the technical offers.

- 30.4 Proposals or modifications that are not opened and not read out at the Proposal opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Proposal opening shall not be considered further.
- 30.5 Bidders are advised to send a representative with knowledge of the content of the Proposal who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Bidder's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Bidder's Proposal.
- 30.6 No Proposal will be rejected at Proposal opening except for late Proposals which will be returned unopened to the Bidder, pursuant to ITB Clause 28.
- 30.7 The Secretary of the Bid Opening Committee shall prepare a record of the Proposal opening. The record of the Proposal opening shall be recorded on the Bid Opening Register and shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Proposal price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
- 30.8 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representative's signature on the record shall not invalidate the contents and affect the record.
- 30.9 A copy of the record shall be distributed to all the Bidders present at the time and shall be furnished to individual Bidders upon request.

31. Confidentiality

- 31.1 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.
- 31.2 Any effort by a Bidder to influence the Procuring Entity's processing of Proposals or award decisions may result in the rejection of its Proposal.
- 31.3 Notwithstanding sub-Clause 31.2 from the time of Proposal opening to the time of contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Biding process, it should do so in writing.

32. Clarification of Proposals

- 32.1 To assist in the examination, evaluation and comparison of Proposals and post-qualification of the Bidders, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Proposal including a breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered.
- 32.2 The request for clarification and the response shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Proposals in accordance with ITB Clause 35.

33. Preliminary Examination of Bids

Not used for consultant's proposals

34. Technical Evaluation

34.1 The Financial Proposals shall remain unopened until the technical proposals are technically evaluated in accordance with the procedure outlined in the following Sections. Evaluators of the Technical Proposals shall not see any information on the Financial Proposals until the Technical Proposal are technically evaluated and approved.

- 34.2 From the time the bidding documents are opened to the time the contract is awarded, if any consulting firm wishes to communicate with the Employer regarding any matter with its proposals, it should do so in writing by being referred to the address as indicated in the **Bid Data Sheet**. Any effort by the firm to have an influence over the evaluation of the proposals and contract award by the Employer may result in the rejection of that firm's proposal.
- 34.3 Each responsive proposal will be given a technical score based on the criteria as described in the **Bid Data Sheet**. A proposal may be rejected at this stage if it does not meet any important aspects of the Terms of Reference or if it fails to obtain the minimum technical score of the amount indicated in the **Bid Data Sheet** of the total marks.
- 34.4 After the Technical Proposals have been fully evaluated, the Procuring Entity shall notify those consulting firms whose proposals do not reach the minimum rating score and are thereby regarded as non-responsive to the Request for Proposal and Terms of Reference by detailing the firm's rating score on the technical aspect of its Proposal and give notice to such firm that its Financial Proposal will be sent back to it unopened when the evaluation is fully completed.
- 35. Opening and
 Evaluation of
 Financial
 Proposals, QCBS,
 FBS and LCS
- 35.1 When the selection process is Quality-Cost Based Selection, Selection under a Fixed Budget or Least Cost Based Selection, the Procuring Entity shall notify those consulting firms that have obtained the required technical rating score, by notifying them of the date and time for opening their Financial Proposals. The date of opening the Financial Proposals shall be at least one week after the notification. Such notification may be sent by facsimile or electronic mail.
- 35.2 The Financial Proposals shall be opened publicly in the presence of each consulting firm's representative who has been assigned to attend. The name of each consulting firm, its stated prices, and the technical rating score the firm received, shall be read out and approved when the Financial Proposals are opened. The Employer shall

prepare the Proposal Evaluation Report.

- 35.3 The Financial Proposals shall be reviewed to ensure that the figures in it match with those in the Technical Proposal (For instance, staff schedule, number and duration of field trips, and other allowances etc.).
- 35.4 The Financial Proposals will be checked for errors in computation and the stated prices shall be adjusted if necessary. In the event of an omission of a stated price of an item, the relevant stated price of the Financial Proposal shall be increased by multiplying the highest unit price by the quantity of omitted item as provided for in the Financial Proposals of other firms. If any important material is omitted, the Financial Proposal will be rejected.
- 35.5 When the Quality-Cost Based Selection is used, the lowest Financial Proposal, represented by (Fm), will be given a financial score (Sf) of 100 marks. The financial score (Sf) of the other Financial Proposals will be computed as indicated in the **Bid Data Sheet**. The highest technical score shall be given 100 technical marks and the other technical scores shall be adjusted as indicated in the **Bid Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *P* = 1) as indicated in the **Bid Data Sheet**:

$$S = St \times T\% + Sf \times P\%$$

The firm that has obtained the highest combined technical and financial scores will be invited for negotiation.

- 35.6 When the Selection under Fixed-Budget is used, the firm with the highest technical rating score relative to the fixed budget will be selected by the Procuring Entity for contract negotiation. The Proposals whose the stated price exceeds the fixed budget will be rejected.
- 35.7 When the Least-Cost Based Selection is used, the firm with the lowest stated price among the other firms obtaining an acceptable technical score will be selected and invited to negotiate the contract.

- 36. Opening and
 Evaluation of
 Financial Proposals
 QBS, CQS and SSS
- 36.1 When Quality Based Selection, Selection Based upon Consultant's Qualifications or Single Source Selection is used, the individuals/firms with a higher rating technical score or the individual/firm singled out from a single source will be notified by the Procuring Entity at the same time, by notifying the date and time for opening the Financial Proposals. The Financial Proposals will be opened in the presence of each consultant's representative. The minimum period of notice will be one week from the notification. The notification may be made through facsimile or electronic mail.
- 36.2 The consultant with the highest rating technical score will be invited to negotiate and to conclude the contract based on its technical and financial Proposals.
- 37. National Preference
- 37.1 In the event of the Government of Montserrat prescribing preference and/or reservation schemes, details will be given in the **Bid Data Sheet**.
- 38. Contract Negotiation
- 38.1 The negotiations, if any, will be held at the address as indicated in the **Bid Data Sheet**. The purpose of negotiation is to reach an agreement on everything and to sign the contract.
- 38.2 The negotiation covers review of the Consultant's Technical Proposal, including the proposed technical approach and methodology, work schedule, staff, organizational arrangements, and suggestions made by the Consultant or the Procuring Entity to improve the achievement of the work. However, negotiations will not modify the terms of reference or the Consultant's Technical Proposal.
- 38.3 Negotiation on the financial aspect of the Proposal does not relate to the staff remuneration rates (service prices) and also is not a negotiation on the rates of the proposed stated price when the Quality-Cost Based Selection, the Selection under Fixed-Budget and the Least-Cost Selection methods are used. When other methods are used, the firm will provide the Procuring Entity with the information on expenses as stated in Section 8 of the Financial Proposal.

- 38.4 The negotiation will include a review of the drafting of form of contract. To complete negotiation the Procuring Entity and the consulting firm must agree on the contract. If the negotiation fails, the Procuring Entity will invite the second firm in the rating score to negotiate a Contract.
- 38.5 Information on the evaluation of proposals and recommendations made regarding the contract award will not be disclosed to the consulting firms that have delivered the proposals or to other persons who are not officially involved in the process until a firm is notified that it will be awarded the contract

38.6

F. Award of Contract

39. Criteria of Award

- 39.1 Subject to ITB Clause 38, the Procuring Entity will award the Contract to the Bidder whose Proposal has been determined to be substantially responsive to the Proposal documents and who has offered the best value Evaluated Proposal Price, provided that:
 - a) such Bidder has been determined to be eligible in accordance with the provisions of ITB Clause 4;
 - b) such Bidder has been determined to be qualified to perform the Contract satisfactorily; and
 - c) Successful negotiations have been concluded, if any.
- 40. Procuring
 Entity's Right to
 accept any
 Proposal and to
 reject any or All
 Proposals
- 40.1 Notwithstanding ITB Clause 39, the Procuring Entity reserves the right to accept or reject any Proposal, and to reject all Proposals at any time prior to notification of contract award, without thereby incurring any liability to the affected Bidder or Bidders.
- 40.2 Notice of the rejection of all Proposals shall be given promptly to all Bidders that have submitted Proposals.
- 40.3 The Procuring Entity shall upon request communicate to any Bidder the grounds for its rejection of its Proposal,

but is not required to justify those grounds.

- 41. Procuring
 Entity's Right to
 Vary Quantities
 at the Time of
 Award
- 41.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of services or goods originally specified in these Proposal documents (schedule of requirements) provided this does not exceed the percentage indicated in the **Bid Data Sheet**, without any change in unit price or other terms and conditions of the Proposal and Proposal documents.
- 42. Notification of Award
- 42.1 The Bidder whose Proposal has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Proposal validity period by e-mail, or facsimile and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Consultant in consideration of the provision of the Services as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
- 42.2 The notification of award will not constitute the formation of the Contract. The formation of a contract requires both parties to sign the contract agreement in accordance with Clause 44.
- 42.3 After the conclusion of contract, the Procuring Entity will award the contract to the selected consulting firm and promptly notify the other firms that delivered Proposals that they were unsuccessful. The Procuring Entity will return the Financial Proposals that have not yet been opened, still unopened, to other unsuccessful consulting firms.
- 42.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Proposal was unsuccessful, it should address its request to the secretary of the Departmental Tender Committee (DTC) or Public Procurement Board that authorized the award of contract. The secretary of the PPB or DTC shall, within fourteen days after a request, provide written reasons as to why the proposal was unsuccessful. However, failure to take this opportunity to clarify the grounds for rejection does not affect the Bidder's right to seek immediate review by the Public Procurement Board.

43. Post Bid Clarification

- 43.1 Limited negotiations may be undertaken with the lowest evaluated Bidder under single-source procurement or request for proposals relating to the following areas:
 - a) A minor alteration to the technical details of the statement of requirements;
 - b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents:
 - c) A minor amendment to the contract data sheet;
 - d) Finalising payment arrangements;
 - e) Delivery arrangements;
 - f) The methodology; or
 - g) Clarifying details that were not apparent or could not be finalised at the time of Bidding.
- 43.2 Where negotiation fails to result in an agreement, the Procuring Entity may invite the next ranked Bidder, where there is one, for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Entity shall not reopen earlier negotiations.

44. Signing of Contract

- 44.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the agreement and Contract Data Sheet, incorporating all agreements between the parties, including those obtained as a result of Contract negotiations.
- 44.2 Within the period specified in the notification or **Bid Data Sheet** but not later than fourteen (14) days after notification of award of contract, the successful Bidder shall sign and date the contract and return it to the Procuring Entity. No contract is formed between the person submitting the successful proposal and the Procuring Entity until the written contract is entered into.
- 45. Performance Security
- 45.1 Not used for consulting services contracts
- 46. Advance Payment
- 46.1 If provided for in the **Bid Data Sheet,** the Procuring Entity will provide an Advance Payment on the Contract

Price as stipulated in the General Conditions of Contract, subject to the provision of an acceptable advance payment security.

46.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in External Forms of Guarantee. For the purpose of receiving the Advance Payment, the Bidder shall make an estimate of, and include in its Proposal, the expenses that will be incurred in order to commence Delivery of goods or services or commence the works. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour first during the month beginning with commencement date of the Contract.

47. Adjudicator

47.1 Where so provided in the **Bid Data Sheet**, the Procuring Entity may propose the person named in the **Bid Data Sheet** to be appointed as Adjudicator under the Contract, at an hourly fee specified in the **Bid Data Sheet**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Proposal. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract data sheet at the request of either party.

G. Review of Procurement Decisions

48. Right to

- 48.1 A Bidder who claims to have suffered or to risk suffering, loss or injury as a result of breach of a duty imposed on a Procuring Entity under the Public Procurement Regulations may seek review as prescribed by the Regulations.
- 48.2 The application for review must be in writing and submitted to the Chairman of the Public Procurement Board within 7 days of the receipt of the notification from the Procuring Entity or event giving grounds for review and provide:
 - a) Reasons for the complaint, including the alleged breach of the Regulations;

- b) An explanation of how the provisions of the Regulations have been breached or omitted, including the dates and name of the responsible public officer, where known;
- c) Statements or other evidence supporting the complaint where available as the applicant considers necessary in support of its request;
- d) Remedies sought; and
- e) Any other information relevant to the complaint.
- 49. Decision by the 49.1
 Public
 Procurement
 Board

The Public Procurement Board shall within fourteen days after receipt of an application for administrative review deliver a written decision which shall indicate:

- a) Whether the application is upheld in whole, in part or rejected;
- b) The reasons for its decision;
- c) The corrective measures to be undertaken; and
- d) Order payment of costs as between parties to review.
- 50. Judicial Review 50.1 If the Bidder is not satisfied with the decision of the Public Procurement Board it may appeal to the Complaints Commission within five days after the decision is made.

SECTION III: BID DATA SHEET

Bid Data Sheet

The following specific data for the services/goods/works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS

Clause

ITB

Clause

Amendments of, and Supplements to, Clauses in the

Instruction to Bidders

Number	Number	instruction to Bluders	
		A. Introduction	
1.	1.1	Name of Procuring Entity: Ministry of Health and Social Services. The subject of procurement is: A. TO CONDUCT AN ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES IN MONTSERRAT. (The results of the review of social services will feed into a wider review on social services that will be carried out separately but, ideally, simultaneously. The consultants	
		should ensure to liaise with the team of the wider review of social services if the two reviews co-incide) B. TO REVIEW THE HEALTH CARE FINANCING SYSTEM IN MONTSERRAT – TO INCLUDE COSTING OF AN ESSENTIAL MINIMUM PACKAGE OF SERVICE AND APPROPRIATE MODELLING TO SUPPORT HEALTH FINANCING REFORM	
		Period for supply of services: 6 months	
		Expected start date for supply of services: 10 th January 2016 to 30 th June 2016.	
		The Procuring Entity envisages an ongoing need for the services: Yes	
		The requirement is to conduct an organizational and functional review of the Ministry of Health and Social Services in Montserrat and to review the health care	

		financing system in Montserrat.	
2.	1.2	Required completion date for supply of the services: 30th June 2016	
3.	2.1 & 2.2	Financial year for the operations of the Procuring Entity: 2015/2016 - 2016/2017	
		A. Name of Project: TO CONDUCT AN ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES IN MONTSERRAT	
		B. TO REVIEW THE HEALTH CARE FINANCING SYSTEM IN MONTSERRAT – TO INCLUDE COSTING OF AN ESSENTIAL MINIMUM PACKAGE OF SERVICE AND APPROPRIATE MODELLING TO SUPPORT HEALTH FINANCING REFORM	
		Name of Development Partner: DFID	
		Name and identification number of the Contract:	
		A. TO CONDUCT AN ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES IN MONTSERRAT	
		B. TO REVIEW THE HEALTH CARE FINANCING SYSTEM IN MONTSERRAT – TO INCLUDE COSTING OF AN ESSENTIAL MINIMUM PACKAGE OF SERVICE AND APPROPRIATE MODELLING TO SUPPORT HEALTH FINANCING REFORM	
		MOHSS-001/2015	
4.	4.1 9.1	All parties of joint ventures etc are jointly and severally liable: YES	
5.	5.1	Ineligible country(s) is or are: NONE	
6.	5.6	Demonstration of authorization by manufacturer: <i>Not required</i>	
	16.1		

7	7	Alternative Proposals to the requirements of the Proposal documents <i>will not</i> be permitted.	
8.	8.1	Bidders shall include the following information and documents with their proposals:	
		(a) a preliminary description of the proposed work method and schedule.	
		(b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;	
		(c) qualifications and experience of key management and technical personnel proposed for the Contract;	
		(d) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.	
9.	8.2	The minimum qualifying criteria are:	
		The consultancy team should comprise of a minimum of six (6) people (3 for the functional review and 3 for the health financing). The teams for both aspects of the consultancy can work independently but should coordinate on a regular basis through the team leader as both parts of the consultancy should inform each other.	
		Functional Review:	
		(a) Master's Degree in Human Resource Management and/ or Organizational Development and/or professional qualifications in Organizational Development and a minimum of ten (10) years post qualification experience. Proven experience in conducting health systems reviews in the public sector, preferably in resource constraints countries would be an asset. Demonstrated experience of assessing gender issues and understanding of social development issues required.	
		(b) At least a Master's Degree in Health Care Management, Public Health or related field with a minimum of 10 years post-qualification experience. Specialized competencies in care of the elderly, accreditation and quality assurance within the Health sector will be an asset.	

	(c) At least a Bachelor of Medicine and Bachelor of Surgery (MB ChB) with a minimum of 10 years post-graduate experience. Experience in conducting clinical audits is required.
	<u>Health Financing Review:</u>
	(a) At least a Master's Degree in Governance and Institutional Development and extensive previous experience in health care systems and health financing. Must have a minimum of 10 years post-qualification experience.
	(b) At least a Master's Degree in Health Care Financing/Health Economics/Actuarial studies, or related field with a minimum of 10 years post-qualification experience. Proven experience of conducting costing and cost-effectiveness surveys is essential. Previous experience and competency in assessing and/or designing principal functions of a health financing system, including revenue collection, pooling and purchasing is essential, incl. the design of exemption and payment systems. Previous experience of health insurance schemes will be important.
	(c) At least a Master's degree in Social Development/Social Sciences or related disciplines with a minimum of 5 years post-graduate experience. Experience in conducting poverty assessments and ability to pay studies, including protection for the most vulnerable, is essential.
10. 10.1	A pre-bid meeting will not be held.

B. Proposal documents

11.	12.1	The other sections required are:	
		Section II	Instructions to Bidders
		Section III	Bid Data Sheet
		Section IV	Conditions of Contract
		Section V	Contract Data Sheet
		Section VI	Terms of Reference

		Section VII Technical Proposals Form
		a) Form of Proposal (Technical)
		b) Consultant's Experience
		c) Description of the Methodology and Work Plan
		d) Comments and Suggestions by the Consultant on the TOR and the Data, Services and Facilities to be Offered by the Procuring Entity
		e) Time Schedule for Skilled Staff
		f) Format of Curriculum Vitae (CV) for Proposed Skilled Staff
		g) Statement on Ethical Conduct
		Section VIII Financial Proposals Form
		a) Form of Proposal (Financial)
		b) Summary of Costs
		c) Breakdown of Cost for Each Activity
12.	16.2	The Procuring Entity requires a <i>full</i> proposal.
	18.1	A full technical and financial proposal requires the firms to complete and deliver all forms as indicated above
13.	12.2 25.1	The number of copies of the Proposal to be completed and returned in addition to the original shall be two (2)
14.	13.1	The address for clarification of Proposal documents is:
		Mr Terron Gilchrist Director of Hospital Services Glendon Hospital St Johns Montserrat Tel: 1-664-491-2848 Cell: 1-664-496-9983
		Email: gilchristt@gov.ms
15.	13.2	Period to respond to request for clarification: <i>2 days</i>
		Period prior to deadline for submission of Proposals for the Bidders to request clarifications: <i>7 days</i>

C. Preparation of Proposals

16.	15.1 16.3	The Language of all correspondence and documents related to the Proposal is <i>English</i>
17.	17.1	The Requirements for Technical Proposals are as follows: The requirements are as stated in ITB 17.1
18.	17.2	The acceptable minimum qualification for the professional staff is: A degree from a recognized university in a particular area of study as outlined in the attached terms of reference with at least 5 years post qualification experience
19.	20.2	All of the services and the consulting firms will not be taxed in Montserrat.
20.	21.1	The currency of the Proposal shall be: United States Dollars.
21.	22.1	The Proposal validity period shall be 90 days.
22.	25.2	Written confirmation of authorization are signature by a recognised Director

D. Submission of Proposals

23.	26.2 (a)	Proposal shall be submitted to: The Chairman
		Public Procurement Board Ministry of Finance and Economic Management Government Headquarters Brades Montserrat
24.	26.2 (b)	Proposal name:
		TO CONDUCT AN ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH

		AND SOCIAL SERVICES IN MONTSERRAT TO REVIEW THE HEALTH CARE FINANCING SYSTEM IN MONTSERRAT – TO INCLUDE COSTING OF AN ESSENTIAL MINIMUM PACKAGE OF SERVICE AND APPROPRIATE MODELLING TO SUPPORT HEALTH FINANCING REFORM ITB number: MOHSS-001/2015 Time and date for submission: Wednesday 02nd December 2015 at 2pm
25.	26.2 (c) 30.2	Separate Technical and Financial Proposal envelopes are not required
26.	27.1	The deadline for Proposal submission is a) Wednesday b) December 02nd 2015 c) 2pm
27.	27.3	Extension of the deadline for submission of Proposals shall not be made later than <i>Wednesday 25th November 2015</i>

E. Opening and Evaluation of Proposals

28.	30.1	The Proposal opening shall take place at:
		The Cabinet Secretariat Conference Room
		Cabinet Secretariat
		Government Headquarters
		Brades
		Montserrat
		Day: Wednesday Date: 02 nd December 2015 Time: 2pm
29.	34.3	Technical Criteria for Proposal evaluation:
		a. Actual consultant's experience relating to the works: [30]

- Extensive relevant skills in health financing and public health.
- Demonstrable proven experience in conducting health systems reviews in the public sector
- Extensive experience in working within resource constrained settings and experience in priority setting are essential
- quality of previous projects and experience in working in environments operating with limited economies of scale/ small island economies would be an asset
- Regional experience, working within the Caribbean is desirous
- Skills, qualifications and experience in human resource management and /or organizational development
- Demonstrable proven experience in managing complex assignments including large teams to a high degree of quality and effectiveness
- Excellent communication and relationship management skills

b. Methodology for conducting the consultancy: [30]

completeness of proposal
logical progression of proposal
approach adopted to undertake the Reviews
frequency of communication on progress with
client

c. Qualifications and ability of contractor to undertake the work: [30]

• The Consultancy Team should comprise of a minimum of six (6) people, three conducting the functional review and three (3) conducting the Health Financing review. One overall team leader should manage both teams.

Functional Review:

 Master's Degree in Human Resource Management and/ or Organizational Development and/or

- professional qualifications in Organizational Development and a minimum of ten (10) years post qualification experience. Proven experience in conducting health systems reviews in the public sector, preferably in resource constraints countries would be an asset. Demonstrated experience of assessing gender issues and understanding of social development issues required.
- At least a Master's Degree in Health Care Management, Public Health or related field with a minimum of 10 years post-qualification experience. Specialized competencies in care of the elderly, accreditation and quality assurance within the Health sector will be an asset.
- At least a Bachelor of Medicine and Bachelor of Surgery (MB ChB) with a minimum of 10 years post-graduate experience. Experience in conducting clinical audits is required.

Health Financing Review:

- At least a Master's Degree in Governance and Institutional Development and extensive previous experience in health care systems and health financing. Must have a minimum of 10 years post-qualification experience.
- At least a Master's Degree in Health Care Financing/Health Economics/Actuarial studies, or related field with a minimum of 10 years post-qualification experience. Proven experience of conducting costing and cost-effectiveness surveys is essential. Previous experience and competency in assessing and/or designing principal functions of a health financing system, including revenue collection, pooling and purchasing is essential, incl. the design of exemption and payment systems. Previous experience of health insurance schemes will be important.
- At least a Master's degree in Social Development/Social Sciences or related disciplines with a minimum of 5 years post- graduate experience. Experience in conducting poverty assessments and ability to pay studies, including protection for the most vulnerable, is essential.

Timescales [10]

• completion of services within the agreed timelines

		• providing concise and comprehensive reports
		Total score: 100
		The minimum score for passing the technical evaluation will be: 80 .
30.	35.5	For QCBS:
		The lowest price offered for a technically acceptable proposal scores 100 financial marks. The financial marks for a proposal shall be determined by dividing the lowest technically acceptable price by the proposal price and multiplying by 100. The financial marks for any proposal where the price exceeds 110% of the budget stated in the invitation letter shall be 0.
		The highest technical score shall be revalued to 100 marks and the other technical scores shall be adjusted by dividing the bidder's technical score by the highest technical score and multiplying by 100. This shall be done before applying the weighting below to ensure the true weighting is applied.
		The weights given to the technical and Financial Proposals are:
		T= [0.8] and F= [0.2]
		(Total 1.0)
31.	37.1	a) National/other preference is not applicable.
32.	38.1	Any negotiation will be conducted through correspondence

F. Contract Award

33.	41.1	Percentage for quantity increase or decrease is not applicable for the services.
34.	44.2	The successful bidder is expected to sign the contract within 14 days after notification of award of contract.

35.	46.1	The Advance Payment shall be limited to 10 percent of the Contract Price.



Government of Montserrat

STANDARD PROPOSAL DOCUMENT

Conditions of Contract

(Procurement of Consulting Services)

- C. TO CONDUCT AN ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES IN MONTSERRAT
- D. TO REVIEW THE HEALTH CARE FINANCING SYSTEM IN MONTSERRAT TO INCLUDE COSTING OF AN ESSENTIAL MINIMUM PACKAGE OF SERVICE AND APPROPRIATE MODELLING TO SUPPORT HEALTH FINANCING REFORM

Ministry of Health and Social Services in Montserrat (MOHSS-001/2015)

13 October 2015

SECTION IV

GENERAL CONDITIONS OF CONTRACT

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FORMS OF CONTRACT

B. FORM OF CONTRACT FOR CONSULTING FIRMS

CONTRACT FOR CONSULTING SERVICES

Between	
	The Ministry of Health and Social Services
And	
(Insert the Consulta	nt's name)
referred to as the "	einafter referred to as the "Contract") is concluded as of (Month) between the Ministry of Health and Social Services (hereinafter Procuring Entity") and the other party [Insert the consultant's referred to as the "Consultant").

The terms and conditions of the Contract are as follows:

- a. The Procuring Entity offers the Consultant to provide specific consulting services as stated in Appendix A to the Contract (hereinafter referred to as the "Services").
- b. The Consultant expresses vis-à-vis the Procuring Entity that it has the necessary vocational skills and technical and human resources and undertakes to provide services under the terms and conditions specified in the Contract.

Now, therefore, the two parties to the Contract hereby agree as follows:

- 1. The documents listed below are regarded as a part of the Contract:
- a. The General Conditions of Contract;
- b. The Contract Data Sheet:
- c. The following Appendices:

Appendix A. Description of Services

Appendix B: Delivery of Reports

Appendix C. Key Staff

Appendix D. Staff Schedule

Appendix E. Cost Estimates

Appendix F. Obligations of the Procuring Entity

Appendix G: Form of Advance Payment Guarantee.

2. The obligations and rights of the Procuring Entity and Consultant are set forth separately in this Contract.

- a. The Consultant will provide services in accordance with the terms and conditions of the Contract, and
- b. The Procuring Entity will pay in accordance with the terms and conditions of the Contract. In Witness Whereof, the parties hereto agree to sign the Contract as of the date mentioned above.

On behalf of the Ministry of Health and Social Services

Mr Elijah Silcott

Permanent Secretary, MOHSS

On behalf of [Consultant's name]

[Authorized Representative]

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC), read in conjunction with the Contract Data Sheet (CDS) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of General Conditions of Contract that follows has been developed on the basis of considerable international experience in the drafting and management of contracts.

A. General Provisions

1. Relationship between the parties

Nothing contained herein shall be construed as establishing or creating between the Procuring Entity and the Consultant a relationship of master and servant or principal and agent.

2. Applicable law

This Contract, its meaning and interpretation, and the relation between the Parties to the Contract shall be governed by the laws of Montserrat.

3. Language

This Contract shall be signed in English unless another language is stated in the Contract Data Sheet (**CDS**), which shall bind the parties and be an official language of the Contract for all matters relating to the meaning or interpretation of this Contract.

4. Fraud and Corruption

The Government of Montserrat (GoM) and Development Partners (DPs) require that Borrowers or Recipients (including beneficiaries of the funds), as well as bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of contracts.

In pursuance of this policy, both GoM and DPs:

- a) define, for the purposes of this provision, the terms set forth below as follows:
 - i. "Corrupt Practices" mean the offering, giving, receiving, or soliciting directly or indirectly of anything of value to influence improperly the actions of another party.
 - ii. "Fraudulent Practices" mean any act or omission including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "Collusive Practices" mean an arrangement between two or more parties, designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "Coercive Practices" mean impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party to influence improperly the actions of a party.

- v. "Obstructive Practices" mean deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a DP investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the DP's inspection and audit rights provided for under Clause 5 below.
- will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its subconsultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c) The DP will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, coercive, collusive, or obstructive practices during the procurement or the implementation of the contract in question without the Borrower having taken timely and appropriate action satisfactory to the DP to address such practices when they occur, including by failing to inform the DP in a timely manner at the time they knew of the practices;
- d) will sanction a firm or individual, at any time, in accordance with the prevailing DP's sanctions procedures, including by publishing declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a GoM or DP's financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a GoM or DP-financed contract if it at any time determines that the firm or individual has engaged in corrupt, fraudulent, coercive, collusive, or obstructive practices in competing for, or in executing, a GoM or DP-financed contract.

5. Audit and inspection

The Consultant shall keep accurate records and use proper accounting system by recording in a professional manner the services performed in a detailed form with different items for different expenses incurred, in accordance with the General Conditions of Contract.

The Contractor shall permit the Procuring Entity or the DP as indicated in the Bidding Documents to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by either the Procuring Entity or the DP. The Contractor shall

require its sub-contractors, agents, personnel, consultants, service providers and suppliers to permit similar audit and inspection.

6. Location

The Services shall be performed at such locations as are specified in the CDS.

7. Authorized representatives

Any decision that must be made or permitted to be made, and any document that must be signed or permitted to be signed under this Contract by the Procuring Entity or by the Consultants may be made or signed by the officers as indicated in the **CDS**.

8. Notices

Any notice, request or approval that are required or permitted to be made pursuant to this Contract shall be made in writing. Any such notice, request or approval shall be deemed to have been delivered or received by the authorized representative of each Party whom such notice has specifically indicated.

Notice will be deemed effective upon the date of receipt or upon the date specified in the notice, whichever is later

9. Taxes and customs duties

Except as otherwise specified in the **CDS**, the Consultant, sub-contractor and working staff shall pay such taxes, customs duties, fees and other charges imposed by the law of Montserrat.

10. Contract Implementation

Each Party recognizes that it is impossible for this Contract to anticipate for all contingency expenses arising out during the course of the Contract and each Party intends to execute this Contract between the Parties in good faith without an infringement of the interests of one another.

11. Subcontracting

The Consultant may sub-contract the services as indicated in its original proposal without the prior approval of the Procuring Entity. But for other unspecified sub-contracts for the services, prior written approval of the Procuring Entity is required. Notwithstanding any sub-contracts the Consultant is still fully responsible for the services and the importance of all reports when concluding such sub-contracts.

When any sub-contractor is found by the Procuring Entity to be incompetent or incapable of discharging the duties assigned, the consulting firm shall replace it with a new one with sufficient qualification and experience acceptable by the Procuring Entity or shall perform such work itself with no claims for additional expenses from the Procuring Entity.

12. Waiver of Qualification

The Consultant agrees that, during the execution of Contract and after its termination, the Consultant and its affiliated firm, as well as the sub-Contractor or its affiliated firm shall give up exclusive rights to the consulting services (other than the services and sub-contracted services under this Contract) for any Project that results from or has a close relationship with these services.

B. Commencement, Termination and Modifications of the Contract

13. Contract effectiveness

The Consultant shall start the Services as indicated in the **CDS**. If such date is not specified in **CDS**, the Consultant shall start the works within 14 days of the receipt of the advance payment requested by it. If the advance is not requested by the Consultant, it must start the services within 14 days of the signature of the Contract.

14. Modifications of Contract

The Contract may be modified by agreement between the parties. Such modifications shall be made in writing and signed by the authorized representative of each party.

Subject to prior approval by the Procuring Entity, the Consultant may adjust the time period as indicated in the staff time schedule to ensure effectiveness of the services.

15. Force majeure

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, making it impossible for that party to control such event or to perform its obligations when the party reasonably considers that the impossibility of performance is caused by such event or circumstances.

The failure of the affected Party to fulfill its obligations under such circumstances shall not be deemed as a breach of or inability to perform the Contract because of such force majeure insofar as the affected party has taken proper precaution and due diligence, and reasonable alternative measures to comply with the terms and conditions of the Contract.

Neither party shall be liable for the losses or damages incurred by the other party because of the occurrence of such event or the delay in contract performance because of such event.

The Parties to the Contract shall take all reasonable measures to minimize impacts caused by a force majeure.

All activities and works shall be delayed for duration of time equal to that in which the affected party is unable to perform such activities or works because of a force majeure.

During the impossibility of performance because of a force majeure, the Consultant shall be eligible for payments under the terms and conditions of this Contract.

In the event of a disagreement between the parties as to any matters arising out of such a force majeure, such matters shall be settled in accordance with the General Conditions of Contract.

A force majeure shall not include fund insufficiency or failure to make any payment under the terms and conditions of the Contract.

16. Suspension of Works by the Procuring Entity

The Procuring Entity may notify in writing to suspend the works performed by the Consultant and related payments if the Consultant has failed to perform the contract, including the provision of services. The Procuring Entity shall show the reasons for such suspension by:

- i) Specifying the nature of the breach, and
- ii) Requesting the Consultant to cure such breach within a period not longer than thirty (30) days of such notification.

17. Suspension of Work by the Consultant

In accordance with the General Conditions of Contract, the Consultant may at any time notify the Procuring Entity in writing that it will suspend its work if the Procuring Entity fails to make payment for any period of time or if the Procuring Entity has been notified by the Consultant that such payment is made beyond the due date.

18. Termination of Contract by the Procuring Entity

The Procuring Entity may, in a period not less than thirty (30) days, notify the Consultant in writing that it will terminate the Contract (except as specified in paragraph (vi) below for which the time period shall be no shorter than sixty (60) days, or as specified in paragraph (vii) below for which there may be immediate notice which shall be delivered after the occurrence of such event as specified in paragraph (vii) of this clause).

i) If the Consultant failed to remedy its contract performance, as specified in paragraph 16.2 of the General Conditions of Contract regarding the suspension of work within thirty (30) days of

- notification, or within any additional time of the notification of rescission of contract by the Procuring Entity.
- ii) If the Consultant becomes (or, if any member of the consulting firm becomes) insolvent or bankrupt or incurred debts or concluded a contract with its creditors to pay its debts, or if its gains are absorbed in a lawful manner for its benefits, or if its property is liquidated or placed under a bankrupt receivership whether voluntary or compulsory.
- iii) If the Consultant failed to comply with any final decision made under the arbitration proceedings pursuant to General Conditions of Contract.
- iv) If the Consultant submitted a Progress Report to the Procuring Entity, which has a material effect on the rights, obligations or interests of the Procuring Entity and for which the Consultant had known that it was a misleading report.
- v) If because of force majeure, the Consultant is unable to perform a material portion of the Services for a period not longer than sixty (60) days; or
- vi) If the Procuring Entity has decided to terminate the Contract, whether at his own discretion or for any other reasons.
- vii) If the Consultant is deemed by the Procuring Entity to be involved in corrupt or fraudulent practices in the competition or performance of Contract as defined in Clause 4.

19. Rescission of Contract by the Consultant

The Consultant may, in a period not longer than thirty (30) days, notify the Procuring Entity in writing, that it will rescind the Contract by stating any of the matters arising out as specified in paragraphs i-iv of this Article for the Rescission of Contract:

- i) If the Procuring Entity failed to pay the Consultant under this Contract and in accordance with paragraph 39 of the General Conditions of Contract within thirty days (30) days of the notification by the Consultant of the overdue payment.
- ii) If the Procuring Entity was in a material breach of its obligations pursuant to this Contract and failed to cure the same within thirty (30) days (or within any longer period as the Consultant may have approved in writing) of the notification by the Consultant of such breach.

- iii) If because of a force majeure, the Consultant is unable to perform the Services for a period not shorter than sixty (60) days; or
- iv) If the Procuring Entity failed to comply with any final decision made under the arbitration proceedings pursuant to Article 40 of the General Conditions of Contract.

C. Obligations of the Consultant

20. Standards of Performance

The Consultant shall provide the Services with due diligence and efficiency and exercise such skills and care in fulfilling the Services in accordance with acceptable professional standards.

The Consultant shall take all necessary actions to protect the interest of the Procuring Entity and be responsible for minimizing expenses in accordance with sound professional standards.

21. Liability and Insurance

The liability of the Consultant under this Contract shall be carried out as provided for by the laws of Montserrat.

Notwithstanding the General Conditions of Contract, the Consultant shall be responsible for the losses and damages of all facilities provided by the GOM or by the Procuring Entity by paying money for an insurance premium and for maintenance, or by purchasing in part or in whole of any materials funded by the Procuring Entity and entrusted to its care.

Except as otherwise specified by the **CDS**, the Consultant shall maintain adequate insurance against losses of or damages to such materials and equipment.

22. Procurement

In performing the Services, even if not stated in the Description of Services, the Consultant shall be responsible for advising the Procuring Entity on the procurement of goods, works or services. The Consultant must comply with the Procurement Guidelines of the GOM or Development Partner, as applicable, and shall bear such responsibility at all time for the highest interests of the Procuring Entity.

23. Reports

The Consultant will provide the Procuring Entity every report and document as specified in Appendix B: Delivery of Reports.

The Consultant shall provide the Procuring Entity with any other information on the Services as the Procuring Entity may need.

24. Confidentiality

The Consultant, its sub-contractor and staff shall not disclose any confidential information relating to the Services, such as this Contract or the business or transactions of the Procuring Entity without the latter's prior consent in writing.

25. Drawings, Technical Specifications and Software

All plans, drawings, technical specifications, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become the property of the Procuring Entity. Upon the expiration or rescission of the Contract, the Consultant shall deliver all documents to the Procuring Entity with a detailed inventory list.

26. Property of the Procuring Entity

All facilities used by the Consultant, whether provided by the Procuring Entity or purchased by the Consultant by using funds provided by the Procuring Entity shall be the latter's property. Upon the termination of or at the expiration of a mission under this Contract, the Consultant shall make an inventory list of such facilities and shall deliver it to the Procuring Entity as the latter might direct.

D. Staff and sub-contractors of the Consulting Firm

27. General

Appendix C, Key Staff, indicates the list by name and Appendix D, Staff Schedule, describe the job title and the number of work hours of key staff. Any additional work required beyond the illustrated scope of services cannot be achieved unless it is approved in writing by the Procuring Entity and the Consultant.

During the provision of services, the Consultant shall be an independent contractor by retaining complete control over its staff in accordance with the Labour Laws of Montserrat and by providing employees with proper benefits.

28. Replacement of Key Staff

The replacement of key staff must not be made without the Procuring Entity's consent. If for any reasons beyond the Consultant's control it is necessary to replace staff, any substitutes must be sufficiently qualified, and the Procuring Entity will not pay more for such substitutes.

If any staff is found by the Procuring Entity to be incompetent, guilty of criminal activities or unable to assume responsibility over the work assigned, the Procuring Entity may request the Consultant to replace him/her with one

with qualifications and experience acceptable to the Procuring Entity. In this regard the Consultant shall bear all expenses incurred for such replacement.

29. Nationality of staff

If stated by the **CDS**, the Consultant shall represent and ensure that its staff and sub-contractors employed for the provision of services are citizens of the countries as stated in the **CDS** and the services will be provided from any such countries.

30. Working Time.

The work hours of key staff shall be consistent with those of the Procuring Entity. The key staff shall be eligible for all official holidays as available in Montserrat, but they shall not be paid for overtime work, sick leave and vacation leave.

The payment for traveling expenses for international staff shall be computed as of the date of their arrival in Montserrat and a day after completion of the Services and their departure from Montserrat, unless stated otherwise in the CDS.

E. Obligations of Procuring Entity

31. Assistance and exemptions

The Procuring Entity shall make every effort to ensure that the GOM will

- i) Provide the Consultant, Sub-contractor and staff with work permits and other documents
- ii) Arrange for the staff to obtain other necessities, such as entry and exit visas, residence permit, exchange of permit and any other documents required for their stay in Montserrat.
- iii) Arrange for customs clearance of all equipment used for the Services, goods and their personal belongings.
- iv) Inform Government officials, agents and representatives all such instructions as necessary to be effective in the provision of Services.
- v) Assist the Consultant in obtaining necessary licenses and permits needed to carry out the services.
- vi) Assist, pursuant to the law of Montserrat, the Consultant, its subcontractors and staff in obtaining the privilege of bringing into Montserrat the foreign currency needed for the provision of services or for personal use, and give them free access to withdrawing money from the bank in accordance with their personal income.
- vii) Provide data and facilities as described in Appendix F: Duties of the Procuring Entity.

32. Access to Land

The Procuring Entity shall ensure that the Consultant has free access to land and to the work site for the provision of services as required free of all charges and encumbrances.

33. Work Counterparts

The Procuring Entity will provide an adequate number of local counterparts to cooperate with and assist the Consultant's staff in carrying out the Services as specified in the Description of Services.

F. Payments to the Consultant

34. Contract Price

Except as otherwise agreed under the General Conditions of Contract, all payments made under this Contract shall not exceed the amounts described in Appendix E: Cost Estimates.

The Consultant shall notify the Procuring Entity as soon as the input for the Services has accrued to 80% of the amount of such payment.

All payments under this Contract shall be transferred to the Consultant's bank account as specified in the **CDS**.

The maximum payable amount under the agreement has been determined on the basis of mutual compromise on the fact that the Consultant is free to use the services, facilities, documents and information, all of these collectively called "assistance", listed in the General Conditions of Contract or in Appendix F: Obligations of the Procuring Entity. If the Procuring Entity is unable or fails to provide such assistance in part or in whole, the two parties will negotiate with one another for the additional allowance (if any) that will be paid to the Consultant.

35. Advance Payment

If so specified in the **CDS** an advance payment shall be made to the Consultant of the amount and within the number of days after the Effective Date as specified in the **CDS**. The advance payment shall be made against the provision of a Bank or Insurance Company Guarantee which shall be in the format specified in Appendix G and remain effective until the Advance Payment has been fully offset.

The advance payment will be offset by the Procuring Entity in equal installments against the statements for the number of months of the Services specified in the **CDS** until said Advance Payment has been fully offset.

36. Monthly Payments

The Procuring Entity shall pay the Consultant for the Services, such as salaries, allowances and out-of-pocket expenses as set forth in Appendix E: Cost Estimates. All payments made shall not exceed the amounts specified in the General Conditions of Contract.

The monthly salaries and allowances shall be determined based on the total amount of work achieved or on the duration of time spent on work by the Consultant as specified in Appendix D: Staff Schedule. The remuneration rates or total amount is stated in Appendix E: Cost Estimates.

Where monthly salaries and rates are agreed, any part months worked shall be charged pro rata on the basis of the hourly rate (at 176 hours per month as a threshold) for work in the Consultant's office and a daily rate for out-of-office work at 1/30 of the monthly rate for time spent away from home office.

All reimbursable expenses incurred by the Consultant which are reasonable for the provisions of the services, shall be evidenced by receipts for such expenses as indicated in the General Conditions of Contract.

As soon as practicable and not later than fifteen (15) days after the end of each calendar month of providing services the Consultant shall refer to the Procuring Entity a copy of the list of items by enclosing copies of invoices, receipts and other evidences in accordance with the amount due. The list of items will make a clear distinction between the amount of allowances, fees, and reimbursable expenses.

Any amount of money paid to the Consultant by the Procuring Entity under this paragraph in excess of the actual amount due to the Consultant under this contract shall be returned to the Procuring Entity not later than 30 days of the notification. The request by the Procuring Entity for such refunding shall be made within 12 calendar months after the Procuring Entity has received and approved the final report and statement in accordance with the above paragraph.

The Procuring Entity will make payments in accordance with the Consultant's monthly invoice within thirty (30) days after the Procuring Entity receives receipts of the list of items and other supporting evidence.

Any portion of the monthly payment report that is not sufficiently supported by evidence shall be postponed from the payment for that month. Should a discrepancy exist between the actual price and the stated price submitted by the Consultant, the Procuring Entity can adjust it by adding to or subtracting from such difference. The interest rate of 3% per annum shall be computed for any delayed payment.

Payments for the services do not constitute acceptance of the whole service and it does not release the Consultant from its obligations under the Contract.

37. Lump Sum Remuneration

Subject to the ceiling specified in clause 36 above the Procuring Entity shall pay to the Consultant total remuneration which shall be a fixed lump sum including all staff costs, sub-consultants' costs, reimbursable and all other costs incurred by the Consultant in carry out the Services described in Appendix A. The contract price may only be increased above the amounts stated in Appendix E if the parties have agreed to additional payments in accordance with Clause 0.

38. Final Payment

The final payment under this Contract shall be made only after the final report has been submitted by the Consultant and accepted and approved by the Procuring Entity. The services shall be deemed completed and accepted by the Procuring Entity only when the final report is accepted approved by the Procuring Entity or within a period of sixty (60) days of the receipt of the final report, whichever is the earlier. Within a period of sixty (60) days from receipt of the final report the Procuring Entity must notify the Consultant in writing of any deficiencies in the provision of services and the Consultant must remedy such deficiencies as necessary and shall resume all necessary activities to achieve this.

39. Payment Following Termination of Contract

Following the termination of contract and in accordance with Articles 18 and 19 of the General Conditions of Contract, the Procuring Entity will make the following payments to the Consultant:

- i) The monthly salaries and allowances in accordance with Article 36 the General Conditions of Contract for any services properly served before the effective date of the termination of contract.
- ii) Reasonable expenses in accordance with Article 36 the General Conditions of Contract for actual expenses incurred by the Consultant before the effective date of the termination of contract, and
- iii) Except in the case of termination of contract as stated in Article 18.1, paragraphs (i)-(iv) and (vii) of the General Conditions of Contract, all expenses incurred reasonably, and the termination of contract by an order, including travel expenses to their homeland.

G. Dispute Settlement

40. Adjudication

If any disputes arise between the Procuring Entity and Consultant, whether or not in connection with this Contract, the parties shall make every effort to settle them through discussion with each other.

SECTION V: CONTRACT DATA SHEET

GCC 0	The language of the contract is English
GCC 6	The location of the services will be at the Ministry of Health and Social Services; the Glendon hospital and all primary care clinics and health centers in Montserrat.
GCC 7	The Authorized Representatives are:
	For the Procuring Entity :
	Name: Mr Elijah Silcott
	Designation: Permanent Secretary, MOHSS
	Address: Government Headquarters, Brades, Montserrat
	Facsimile:
	Email: silcotte@gov.ms
	For the Consultant:
	Name:
	Designation:
	Address:
	Facsimile:
	Email:
GCC 9	The Consultant, sub-contractors and staff <i>are not</i> subject to taxes and customs duties under the law of Montserrat, such as:
	(a) Any payments made to the Consultant, sub-contractors and staff (who are not a Montserrat national or who have not a permanent domicile in Montserrat) in relation to the Services.
	(b) Any facilities and other things brought into Montserrat by the Consultant, sub-contractors and staff for the provision of services and will be brought back to the country of origin after the completion of the services.
	(c) Any equipment imported for the provision of services and paid by the Procuring Entity and shall be treated as the Procuring Entity's property.
	(d) Any property brought into Montserrat by the Consultant, sub- contractors and staff or property for personal use but not used for the

Services in the Project, or the property for personal use at the time of departure from Montserrat:						
The Consultant, sub-contractors and staff will apply to normal customs procedure for bringing such property in Montserrat, and						
2) If the Consultant, sub-contractors and staff do not bring such equipment back homeland, but instead sell it in Montserrat for the purpose of being exempted from taxes and customs duties, in such a case, the Consultant, sub-contractors and staff:						
a) Will pay taxes and customs duties under the law of Montserrat, or						
b) Will pay the Procuring Entity if the latter paid taxes at the time when they are imported into Montserrat.						
The services shall commence on 10th January 2016						
not applicable						
This contract is funded by GOM						
or						
The Development Partner is:						
Department for International Development (DFID)						
There is no limitation to the nationality of the consultant, except the consulting firm and individual consultants as described in the Instructions to Consultants, paragraph 1.3.						
Payment for travelling and work time and per diems shall be included in the overall contract sum. Separate payments will not be made.						
Write down the consultant's bank account number, the name of the bank, its address, and other code numbers.						
The Consultant is entitled to request for an advance payment of 10 percent of the contract sum.						

APPENDICES

Appendix A: Description of Services

This Appendix includes the final Description of Services approved by the Procuring Entity and the Consultant during the negotiation of the technical aspect of the Proposal, the date of completion for each work, the place where each service is served, and the actual services that require approval from the Procuring Entity.

Appendix B: Delivery of Reports

The Consultant team will collate all information and prepare concise reports which should be presented to the Director of Hospital Services. The reports should outline the key findings of both the Health Financing and Functional Reviews and provide good analysis and recommendations. These should be captured in the following reports:

- 1. Inception Report
- 2. Report of Health Sector Organization and Governance along with a clinical Audit
- 3. Costing and Financial Modelling report
- 4. Options Report with recommendations for a human resource Development Plan
- 5. Options Report for an appropriate Health Financing Strategy
- 6. A draft three (3) year plan of action which covers each programme area of the study
- 7. A draft prioritized plan of action with timelines for implementation of the proposed sustainable financing options
- 8. A report on suggested list of needs for external assistance of Montserrat's Health Care Sector.

Appendix C: Key Staff

The successful candidate should have the following minimum qualifications:

Functional Review:

(d) Master's Degree in Human Resource Management and/or Organizational Development and/or professional qualifications in Organizational Development and a minimum of ten (10) years post qualification experience. Proven experience in

- conducting health systems reviews in the public sector, preferably in resource constraints countries would be an asset. Demonstrated experience of assessing gender issues and understanding of social development issues required.
- (e) At least a Master's Degree in Health Care Management, Public Health or related field with a minimum of 10 years post-qualification experience. Specialized competencies in care of the elderly, accreditation and quality assurance within the Health sector will be an asset.
- (f) At least a Bachelor of Medicine and Bachelor of Surgery (MB ChB) with a minimum of 10 years post-graduate experience. Experience in conducting clinical audits is required.

Health Financing Review:

- (d) At least a Master's Degree in Governance and Institutional Development and extensive previous experience in health care systems and health financing. Must have a minimum of 10 years post-qualification experience.
- (e) At least a Master's Degree in Health Care Financing/Health Economics/Actuarial studies, or related field with a minimum of 10 years post-qualification experience. Proven experience of conducting costing and cost-effectiveness surveys is essential. Previous experience and competency in assessing and/or designing principal functions of a health financing system, including revenue collection, pooling and purchasing is essential, incl. the design of exemption and payment systems. Previous experience of health insurance schemes will be important.
- (f) At least a Master's degree in Social Development/Social Sciences or related disciplines with a minimum of 5 years post-graduate experience. Experience in conducting poverty assessments and ability to pay studies, including protection for the most vulnerable, is essential.

The Consultant is expected to provide the services for duration of not more than six (6) months. However, the results of the review of social services will feed into a wider review on social services that will be carried out separately but, ideally, simultaneously. The consultants should ensure to liaise with the team of the wider review of social services if the two reviews co-incide.

Apendix D: Staff Schedule

Complete the staff schedule. It is based upon the adjusted staff schedule contained in the proposal to reflect any agreements reached during the contract negotiation

Name	Position	Reports /Activities	1	2	3	Number Months	of

Appendix E: Cost Estimates

The contract price shall be payable in accordance with the following schedule. The contract price must include all fees, travel and per diem expenses of all staff involved in undertaking the functional review and the review of health financing.

Appendix F: Obligations of the Procuring Entity

- *F-1 The Procuring Entity will provide the following:*
 - The Procuring Entity will share with the Consultant the most up-to-date information or data on current health financing and operations of the Health Service. The consultancy team will be given uninhibited access to all premises where files, invoices and other relevant material are kept.
- F-2 The Procuring Entity will make available the appropriate members of the Ministry's staff to work alongside the Consultant to assist in the information gathering process.

Appendix G. Form of Advance Payments Guarantee

Note: See GCC **Bank Guarantee for Advance Payment** _______[Bank's Name, and Address of Issuing Branch or Office on Bank's headed paper] **Beneficiary:** [Name and Address of Client] Date: ADVANCE PAYMENT GUARANTEE No.: We have been informed that _____ [name of Consulting Firm] (hereinafter called "the Consultant") has entered into Contract No. ______ [reference number of the contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of ______[amount in figures] (______) [amount in words] is to be made against an advance payment guarantee. At the request of the Consultant, we ______[name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ______ [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract. It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant in its account number at Iname and address of Bankl. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the _ day of _____, 2___, 2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

¹ The Guarantor shall insert an amount representing the amount of the advance payment.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.



Government of Montserrat STANDARD PROPOSAL DOCUMENT FOR PROCUREMENT OF CONSULTING SERVICES SCHEDULES

E. TO CONDUCT AN ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES IN MONTSERRAT

F. TO REVIEW THE HEALTH CARE FINANCING SYSTEM IN
MONTSERRAT – TO INCLUDE COSTING OF AN ESSENTIAL MINIMUM
PACKAGE OF SERVICE AND APPROPRIATE MODELLING TO SUPPORT
HEALTH FINANCING REFORM

Ministry of Health and Social Services in Montserrat (MOHSS-001/2015)

13 October 2015

SECTION VI: TERMS OF REFERENCE

A. BACKGROUND

Montserrat is a British Overseas Territory located in the Caribbean with a current population of approximately 5,000. Ongoing volcanic activity since 1995 has caused the migration of large numbers of the population and has significantly disrupted the delivery of health care. Government of Montserrat (GoM) are planning on the basis that the population will increase in the future, as essential services are improved and members of the diaspora eventually return to the island.

1.1 Organizational Structure of Ministry of Health and Social Services

The Ministry of Health and Social Services is responsible for five (5) Programme areas:

- (1) Strategic Management and Administration Policy Development; Financial Management; Human Resource Management; Health Planning; Monitoring and Evaluation.
- (2) **Primary Care Services** Community Nursing Services; Mental Health Services; Nutrition Services; Health Promotion and Education; Dental Services; Communicable and Non-Communicable Disease; District Medical Services.
- (3) **Secondary Care** Hospital Nursing Services; Laboratory Services; Pharmacy Services; Dietetic Services; Radiography Services; Physiotherapy Services; Housekeeping Services; Maintenance Services; Medical Records; Medical Services.
- **(4) Social Services** Elderly Care Services; Services for vulnerable adults including disabled, Child Care Services; Probation Services; Public Assistance Services; Social Welfare Services: Gender Services.
- **(5)** *Environmental Health* Solid Waste Disposal Services; Vector Control Services; Food Safety Services; Cemetery Services; Sanitation Services; health and safety in the workplace.

1.2 Need for a Review

The reviews requested through these ToR will assist in assessing the current structure and capability of the health system on Montserrat and to determine the adaptations that may be required and may need external assistance, both in terms of technical assistance as well as infrastructure needs. This will encompass a holistic view of the health system with all elements, including its governance and associated sectors and including all parts of the population with specific attention to the vulnerable. It will also require to define the package of services that citizens of Montserrat can expect from their health system either onisland or off-island.

The health sector of Montserrat needs to deliver health and social services to all parts of the population holding available a wide breadth of services for a comparably small population. This results in significant diseconomies of scale as well as limitations to uphold and monitor a high quality of services for a low number of diagnostic and therapeutic health interventions. It requires excellent governance structures, organisation and priority setting within the health sector. Harnessing efficiency savings from preferred provider and referral agreements, telemedicine and a system that balances preventive, primary and secondary care is critical to meet the health needs within a limited budget.

The reviews will provide recommendations for health sector reform which will include critical infrastructure, such as the hospital, as well as the most efficient and equitable health financing system to be applied on Montserrat.

1.3 Health Financing

GoM's general revenues are the main source of health care financing. The estimated expenditure for the Ministry of Health and Social Services (MoHSS) quadrupled from EC\$3,836,990 in 1985 to EC\$15,094,000 in 2014. Total expenditure as a percentage of GDP was 9.27% in 2014 and per capita total expenditure was EC\$3,340 in 2013. A new fee structure for the MoHSS was implemented in 2009. However, there are still considerable discrepancies between actual costs of service provision and revenues collected. Revenues collected by the Glendon Hospital increased from EC\$191,279.47 in 2007 to EC\$427,848.00 in 2012 but fell back to approximately EC\$ 300,000 in 2013/14.

Health care services on Montserrat are provided mainly through Government facilities namely the Glendon Hospital and four Health Centres. A significant, but unknown, number of the population choose to seek primary and secondary care

elsewhere in the region. Individuals are generally responsible for paying for the cost of their health care but there are many groups who are exempt from charges. Data is easily available for out-of-pocket expenditure for services at the Hospital, but there is very limited data available for patients accessing care off island and the amounts they pay for primary and secondary services.

Under the Public Health Act 2002, certain categories of patients are currently exempted from paying fees. These include:

- Students in full-time education or university
- Children under 16 years
- Senior citizens over 60 years
- Pregnant women (free of charge up to two months post-natal)
- Persons defined as "indigent"
- Specified public servants, including MoHSS employees
- Prisoners

The new GoM, elected in September 2014, is committed to ensuring long-term, predictable financing for the health sector. The proposed new Glendon Hospital will result in an increase in salary and recurrent costs of health care on the island. Cabinet has already agreed that changes are required to reduce the number and scope of exempt groups. Revised exempt groups have been proposed, as part of the new medical assistance/referral policy, which has been approved by Cabinet but a revision of the Public Health Act is now required to legalise the proposed revisions in exempt groups.

In situations where persons are unable to meet the costs of medical care for which they are responsible (on or off island), they may apply for *Medical Assistance* from the Department of Social Services (DSS) and support may be provided, based on means testing.

As part of employment benefits, GoM pays the premiums for public servants who opt to be covered under the Civil Service Association Health Insurance Plan. Immediate dependents of civil servants are also covered under the scheme so long as the employee pays the stipulated premiums. Paradoxically, MoHSS employees are also exempted from charges, so the insurance company benefit from the premiums and from the fact that MoHSS waives the user fees. In reality, this is therefore a voluntary insurance with the individuals able to opt out for themselves or their family members, while the insurance company restricts insurance to healthy people excluding certain categories such as individuals who are morbidly obese. An estimated 25% of the population of Montserrat is covered by insurance (Cassell, 2011). There is an overlap between people covered by health insurance and people exempt from paying their health care costs, which leads to inefficiencies in collection of health insurance revenues.

The present system of health financing is unsustainable. The cost of providing and accessing medical services is steadily increasing due to changes in demographic profile (older population), increasing burden of non-communicable diseases, cost of human resources and price of pharmaceuticals, among others.

GoM is therefore considering a radical review of health financing, through an amendment to the Social Security Act. The plans are to rationalise the levels of contributions and benefits, ensuring that the poor, disadvantaged and chronically ill are protected from charges which they could not possibly pay. On the other hand, those who choose not to pay, although they can readily afford to do so, must be obliged to make an appropriate contribution towards the costs of their health care. If this new health financing scheme is not designed and implemented before the new hospital is built, the long-term financing of health care on the island could be compromised. This revision is likely to include a change in the benefits for civil servants, so that those who are members of the Civil Service Association Health Insurance Plan will not be exempted from charges, but will have to pay these through the insurance plan. It is also likely that workers registered as sick would no longer get their salary PLUS a payment from the Social Security Fund.

1.4 Design of a future Hospital

The Department for International Development (DFID) is committed to support GoM in the design and re-build of a new Hospital in order to meet the essential health service needs. This follows from an earlier Project that attempted to refurbish and reconstruct parts of Glendon Hospital. However, this Project was closed in early 2015 to be replaced by a plan for a new hospital on a site to be determined.

The new hospital needs to be designed in the context of the wider health system and its financing based on the essential health care requirements for the population of Montserrat. This will require updated strategy/ies and plan(s) of the organization and staffing of health services, including the relative split between preventative, primary, secondary and community based care and its ancillary services, such as diagnostics, pharmacy, physiotherapy as well as medical records and facility management. Major challenges in the medium term include but are not limited to emergency preparedness and response (including treatment off-island where needed), non-communicable diseases (NCDs), care for the chronically ill and elderly care.

B. OBJECTIVE

This Consultancy is a critical component for all future developments of the Health Sector of Montserrat. This will include the organisation and financing of health care including social services for the elderly and vulnerable populations on Montserrat and the planning for the design, construction and operation of the new Glendon Hospital.

C. SCOPE OF SERVICES

ORGANIZATIONAL AND FUNCTIONAL REVIEW OF THE MINISTRY OF HEALTH AND SOCIAL SERVICES IN MONTSERRAT

- (i) **Strategic Management and Administration:** Desk review of policies, procedures, practices, and legislative requirements applicable to the provision of high quality health and social services appropriate for Montserrat. Where relevant, the scope would include an examination of the relationships with the other ministries of government, and the linkages with the overall GoM Sustainable Development Plan 2008 2020.
- (ii) Examine and evaluate **leadership**, **organizational and governance structure** necessary for the effective and efficient functioning of the MoHSS/ Health system utilizing an appropriate health system assessment tool and make recommendations for improvements.
- (iii) Assess the current **relationships to clinical referral facilities off island** and the potential for **preferred provider contracts** including costefficiencies and options for **telemedicine**.
- (iv) **Secondary Care**: To conduct a **clinical audit** of <u>all</u> clinical services at Glendon Hospital utilising appropriate and agreed assessment tools and accreditation standards that Montserrat can strive to attain in 4-5 years' time (clinical and support services), which will include but not be limited to:
 - Care pathways; discharge planning, organization and layout of services, outpatient services.
 - Detailed audit of Accident and Emergency department.
 - Operations of clinical support services including laboratory, radiology, pharmacy, physiotherapy, medical records and facility management services.

- Skills gap analysis of selected secondary care employees (both clinical and support staff) to include current /future skills sets required to deliver the MoHSS strategic objectives. This should take into account the projected changing future needs, vis-à-vis the hospital redevelopment and operations improvement plans.
- (v) Primary Care: To conduct a functional review/audit including an appraisal of the quality and effectiveness of primary care services including Mental Health and Dental care provision utilising appropriate and agreed assessment tools. To highlight any changes required to improve prevention, early detection and community support/care to reduce need for hospital admissions taking into account any envisaged changes in demographics and disease profile. This should include an assessment of the current balance between primary and secondary care and whether and where adjustments are recommended.
- (vi) Social Services: To conduct a functional review/audit with special emphasis on governance, management and operations of Elderly Care and Care for Vulnerable Persons, utilizing appropriate and agreed assessment tools and accreditation standards. To include a skills gap analysis of selected social services employees to include current/future skills sets required to deliver the MoHSS strategic objectives. This should take account of projected changing future needs, expected changes in the delivery and management of elderly care services at home, in the community and in residential care.
- (vii) **Environment Health:** To appraise operations and functions of Environmental Health department which should also cover the future role of the MOHSS with respect to standards, monitoring and evaluation functions after the divestment of selected services (management cemetery, landfill site).
- (viii) To identify **relevant new technologies** that could realistically be introduced to improve quality and range of service provision on the island, at an appropriate cost. This should include **telemedicine** and **visiting specialists** (in conjunction with off-island referrals).
- (ix) To identify functions/services currently undertaken by the MoHSS that could be more effectively and efficiently carried out by the private sector, civil society or off island. The overall scope of this objective will be agreed in advance after detailed discussion with the MoHSS/DFID.
- (x) In addressing the above objectives the Consultants will provide an analysis of the strengths and weaknesses, opportunities and threats (SWOT) of the current system and develop strategies and recommendations for improvement in support of achieving the overall

aim and objectives of the MoHSS as outlined in the Ministry of Health and Social Services Strategic Plan 2014 – 2017.

B) REVIEW OF THE HEALTH CARE FINANCING SYSTEM IN MONTSERRAT

- (xi) Desk Review all available reports and studies (which will be made available by the MOHSS) on health care financing in Montserrat in order to establish the current policy, institutional and regulatory frameworks. This will include an assessment of current revenue collection (over at least 3 years) incl. out-of-pocket payments, prepayment (insurance) and government subsidies. It should also assess all types of exemptions. This should be compared to the current total health care costs for each level of care (preventive, primary/community, secondary care and referrals). Finally, the financial accessibility to all health care services needs to be assessed for all parts of the population, notably to flag where the poor may be deterred from accessing care.
- (xii) Review the **burden of disease** / **epidemiological profile** of the population, using all available data sources (primary data gathering by means of surveys is not anticipated). Comprehensive review of service utilisation (on and off* island) covering at least the last 3 years.
- (xiii) Following from (xii), costing of <u>all</u> types of services received and those that are likely to be expected in the future. Where there is an option of providing services on island or referred off island, costs need to be calculated for **both options**. Referrals should also be calculated for *minimum costs* (e.g. closest referral point, public provision and intergovernment agreement) and *current costs* (travel distance, potentially private provision with no preferred provider agreement in place). This comprehensive costing will inform the components of an essential minimum package of service.
- (xiv) Based on the above, and, informed by the available revenue/budget, define and cost options for essential minimum packages of service that can reasonably be made available to all residents. This should be based on clear and transparent cost-effectiveness of each service included in the proposed options for essential minimum packages of services. Advise GoM, MoHSS on equity considerations, i.e. how best to provide these packages of services to protect the poor, chronically ill and disadvantaged from charges they cannot afford to pay. Provide GoM with options regarding how best to provide primary preventive and curative services, in a way that is both sustainable and affordable to GoM.
- (xv) To determine the expected financial resources necessary to cover the operating costs of the new Glendon Hospital, from commissioning and up to five years in the future, to include cost of staffing, repairs,

- maintenance, equipment replacement, medical consumables and drug supplies.
- (xvi) In the light of the above, to advise the GoM on an appropriate revenue system through contributions (taxation, insurance, out-of-pocket fees) including associated exemption policies, to protect the poor but ensure those who can readily afford to pay or insure are making an appropriate contribution. This should include specific proposals for non-national residents (i.e. those who are not citizens of Montserrat but who are normally resident, or those who are temporary visitors), including those non-nationals who are poor and/or chronically ill This should also include specific recommendations on a policy for off-island treatment, both emergency and elective, and the likely financial implications.
- (xvii) To advise GoM on whether to retain all health financing for public service provision on island, including an option to integrate revenue collection and pooling into Social Security, or whether to **outsource** parts or the entire health financing (revenue collection, pooling and purchasing) to appropriate insurance schemes that might be used as a means of cost-effectively obtaining cover for health care costs on island. This could include an opinion on options for covering services over and above the minimum essential package of care (through private payments) as to whether cover might be available and affordable e.g. for referral services not provided free by GoM to its residents. This could further include an opinion on whether GoM might obtain insurance cover for catastrophic health expenditures, due to emergency overseas referrals.
- (xviii) To consult with key stakeholders and key informants (inside and outside government), to discuss/debate the various options available and their opinions on the preferred approach to health financing reforms in Montserrat. This should include a number of advertised community meetings.

EXPECTED DELIVERIES:

The consultants will deliver the following reports:

- 1) **Inception report** (no more than 30 pages), outlining the key findings for
 - **A.** Tasks (i) above (as far as information is available without travel), and a suggested **detailed concept for parts** (ii) to (x).
 - **B.** Tasks (xi) above (as far as information is available without travel), and a suggested **detailed concept for parts** (xii) to (vxiii).

This should include a list of key issues in priority order which will be addressed during the visit, and a draft visit programme for discussion with GoM and DFID.

- 2) A. Report of health sector organization and governance; and clinical audit of secondary care and functional review/audit of primary care and social services, including skills gap analysis for all parts of the health care system. Tasks (iv-x), maximum of 40 pages (details can be provided in annexes).
- 3) **B. Costing and financial modelling report**. The Costing Report should provide a breakdown of the existing costs and benefits incurred by each of the services anticipated under the options for essential minimum packages of care. This should cover tasks (xi-xviii), maximum of 40 pages (details can be provided in annexes).
- 4) **A. Options report** with recommendations for a Human Resource Development Plan (based on the functional assessment, skills gap and staffing levels identified); Tasks (iv-ix), maximum of 10 pages.
- 5) **B. Options report** for an appropriate health financing strategy, with particular attention but not limited to revenue collection and insurance options, incl. equity considerations (tasks xi-xiv), maximum of 20 pages.
- 6) A. Draft 3 year Plan of Action with key subheadings under each programme area i.e. strategic management and administration, secondary care, primary/community care, social services, and environmental health and clear realistic success criteria and timelines; the action plan should clarify how identified gaps will be addressed, maximum of 15 pages.
- 7) **B.** Draft prioritised **Plan of Action** with timelines for implementation of the proposed sustainable financing option/s, once the political decisions have been taken. The plan should be based on GoM accepting the recommendations in (1B, 3 and 5, above) above and should include details of any necessary legislative changes; maximum of 15 pages.
- 8) A. & B. Suggested list of needs for external assistance of Montserrat's health care sector, both in terms of infrastructure and health sector reform; maximum 10 pages.

D. EDUCATION (MINIMUM QUALIFICATIONS)

The successful candidate should have the following minimum qualifications:

The consultancy team should comprise of a minimum of 6 people (3 for the functional review and 3 for the health financing).

One overall team leader should head up both teams and have extensive relevant skills in health financing and public health (15 years post-qualification). Proven experience in conducting health systems reviews in the public sector preferably must be demonstrated. Extensive experience in resource constrained settings and experience in priority setting are essential; experience in environments operating with limited economies of scale / small island economies would be an asset. Regional experience in the Caribbean would be welcomed. Skills and management qualifications human resource and/or organizational development would be highly recommended. Proven experience in managing complex assignments incl. large teams to a high degree of quality and effectiveness will need to be demonstrated. Excellent communication and relationship management skills are expected.

The teams for Work streams **A** (Functional Review) and **B** (Health Financing) can work independently if so required, but should coordinate on a regular basis as both parts of the consultancy should inform each other.

The Team Leader for both assignments should be allocated no less than 60 days of work, which should include work on both assignments but can be weighted in favour of the health financing work. The Team Leader will be responsible for finalising the draft and final reports, based on the inputs provided by the other team members. At least 10 working days should be retained by the Team Leader, in order to respond to comments on various reports, and prepare a final report.

It is expected that this assignment is suitable to consultancy firms with strong academic linkages within the region and the team should include members of the team that are based within the Caribbean region. Prior consultancy experience with DFID, especially of the team leader and leading firm, is expected. Experience of working and advising on health financing and health systems in other island situations with particular dis-economies of scale is strongly encouraged. Companies/institutions can apply as a consortium but must indicate who will be the lead partner.

For A. (Functional Review of the Health Sector) the following team members would be required:

- At least a Master's Degree in Human Resource management and/or Organizational Development and/or professional qualification in Organizational Development and a minimum of 10 years post-qualification experience. Proven experience in conducting health systems reviews in the public sector, preferably in resource constraints countries would be an asset. Demonstrated experience of assessing gender issues and understanding of social development issues required.
- At least a Master's Degree in Health Care Management, Public Health or related field with a minimum of 10 years post-qualification experience. Specialized competencies in care of the elderly, accreditation and quality assurance within the Health sector will be an asset.
- At least a Bachelor of Medicine and Bachelor of Surgery (MB ChB) with a minimum of 10 years post- graduate experience. Experience in conducting clinical audits is required.

It is anticipated that assignment A (Functional Review) will require a total of up to 80 days between team members.

For B. (Health Financing Review) the following team members would be required (can include the Team Leader):

- 1. At least a Master's Degree in Governance and Institutional Development and extensive previous experience in health care systems and health financing. Must have a minimum of 10 years post-qualification experience.
- 2. At least a Master's Degree in Health Care Financing/Health Economics/Actuarial studies, or related field with a minimum of 10 years post-qualification experience. Proven experience of conducting costing and cost-effectiveness surveys is essential. Previous experience and competency in assessing and/or designing principal functions of a health financing system, including revenue collection, pooling and purchasing is essential, incl. the design of exemption and payment systems. Previous experience of health insurance schemes will be important.
- 3. At least a Master's degree in Social Development/Social Sciences or related disciplines with a minimum of 5 years post- graduate experience. Experience in conducting poverty assessments and ability to pay studies, including protection for the most vulnerable, is essential.

It is anticipated that the assignment will require a minimum of 100 working days between team members.

E. REPORTING

The Team Leader will report to the Director of Hospital Services. The Team Leader will be expected to brief the Permanent Secretary and the Minister for Health and DFID at the start and end of the assignment. All reports need to be sent to and approved by DFID Overseas Territories Department (Health Adviser) and regular contact with DFID (e.g. on a fortnightly basis) is encouraged.

Complete draft Reports 2-5 due by 15 June 2016. Final report due 10 days after receipt of comments from MOHSS, Operational Management, Improvement and Commissioning team, and from DFID.

Complete draft Report of 6-8 due by 25 June 2016. Final report due 5 days after receipt of comments from MOHSS and DFID.

Mid-term Presentation of interim findings and process to GoM / DFID by 1 April 2016.

Final Presentation of all results and recommendations to relevant decision makers in GoM and DFID by 31 May 2016.

Re	ports	Date
1.	Inception Report	31st January 2016
1.	Complete Draft Reports	Complete Draft Reports 2-5 due by 15 th June 2016.
2.	Final Reports	Final Reports 2-5 due by 25 th June 2016.
3.	Complete Draft Reports	Complete Draft Reports 6-8 due by 25 th June 2016
4.	Final Report	Final Reports due 30 th June 2016
5.	Midterm Presentation of Interim Findings	01st April 2016
6.	Final Presentation of all results/recommendation	31st May 2016

Standard Bidding Document - Instructions to Bidders - Consulting Services

F. TIMEFRAME

A draft inception report will be reviewed by MOHSS and DFID, thereafter finalization of inception report, including finalization of visit programme(s) and commencement of all other parts of the consultancy. Draft inception report due by 31 January 2016. Final inception report 5 days following receipt of all comments (GOM and DFID).

G. COMMUNICATION STRATEGIES

Communication strategies will be managed by the Ministry of Health Headquarters, supported by the Health Promotions Unit, Radio Montserrat and the Government Information Unit (GIU).

As the review progresses the Ministry will liaise with other external Agencies and Stakeholders to ensure that they are kept informed with the work of and achievements.

SECTION VII: TECHNICAL PROPOSAL FORMS (TPF)

TPF 1: Form of Proposal (Technical)

(Location, Date)
To: [Name and address of the Procuring Entity]
Dear Sir/Madam,
We would like to offer the consulting services for
If negotiation is held during the period in which the Proposal is valid, that is before(Insert date) we undertake to negotiate on the basis of the staff proposed in this Proposal. Our Proposal is subject to modifications in accordance with the contract negotiation.
Based on the instructions to bidders, we recognize access by the Procuring Entity and Development Partner to inspect and audit our records in relation to this Proposal, whether or not we are awarded the Contract.
We are not participating, as Bidders, in more than one Proposal in this Bidding process.
Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Montserrat.
We understand that this is a formal legal offer, but that there will be no binding contract until a formal contract is prepared and executed.
We understand that you are not bound to accept the lowest or any Proposal you may receive.
We certify/confirm that we comply with the eligibility requirements as per ITB Clause 4 of the Bid documents
Dated this day of 20 (Name)
[signature] [in the capacity of]
Duly authorized to sign Rid for and on behalf of <i>Name of the consulting firm</i>

TPF 2: Consultant's Experience

Relevant services performed in the last five years with best results

Using the form below to complete it with information on each work achieved by your firm, the nature of the firm, whether an entity or a person as a part of the firm, or a key component of an association of firms to which the contract is lawfully awarded.

Name of the bidder:

Proposa	al Reference	No
1 1 0 0 0 3 6	11 11616161166	INU

Toposal Reference No					
The title of work assig	ned	Country:			
Location within the Co	ountry:	Skilled staff provided by the firm: (Brief background)			
Name of Employer :		Number of staff:			
Address:		Number of months, works, and duration of works:			
Start Date (Month/Year):	Completion Date (Month/Year):	Approximate service value (in US\$):			
Name of affiliated con	sulting firm, if any:	Number of months for skilled staff provided by the affiliated consulting firm:			
Name of senior staff (out the work:	Project Director or Coo	ordinator, Team Leader) involved in carrying			
Brief description of th	e Project:				

Description of actual services provided by the staff of your firm:	

TPF 3: Description of the Methodology and Work Plan for the Execution of the Services Workplan

Name of the bidder:

Proposal Reference No:

A. Field study and research

	[1st,	2nd, e	tc. are	months from the beginning of works]
	1st	2nd	3rd	
Activity (Works)				

TPF 4: Comments and Suggestions by the Consultant on the Terms of Reference and Data, Services and Facilities to be Offered by the Procuring Entity

Name of the bidder: Proposal Reference No:
On the Terms of Reference:
1.
2.
3.
4.
5.
On the data, services and facilities provided by the Procuring Entity:
1.
2.
3.
4.
5.

TPF 5: Time Schedule for Skilled Staff

Name of the bidder:

Proposal Reference No:

Name	Position	Reports Due/Activities	1	2	3	Number of Months
						Subtotal (1)
						Subtotal (2)
						Subtotal (3)

Full-time:	Overtime:
Reports Due:	<u></u>
Activity Duration:	
Location	

TPF 6: Format of Curriculum Vitae (CV) for Proposed Skilled Staff

Name of the bidder:
Proposal Reference No:
Proposed Position:
Name of Staff: _
Profession:
Date of Birth: _
Years with the Firm/Entity:Nationality:
Membership in Vocational Associations:
Detailed works Assigned:
Key Qualifications:
[Outline staff's experience and education relevant to the works. Describe level of responsibility born by the staff in relation to previous works and indicate relevant date and location (approximately half page).
Education:
[Brief description of study at college, university and other vocational training undertaken by the staff, the name of schools, date of attendance (approximately one fourth of a page)_
Employment Record:
[State present job or jobs held from the time being to the past. State all jobs held since graduation, relevant dates, the entities served, designations and locations. With respect to experience within the last ten years, state all activities achieved and references made by the Procuring Entity (approximately two pages).
Languages:
[For each language, state the level of fluency in speaking, reading and writing: outstanding good, fair, or weak]
Certification:
I hereby sign and certify that my Curriculum Vitae are accurate as to the qualifications and experience without any misrepresentation.
Date
[Signatures of staff and authorized representative of the firm]
- Staff's full name:
Full name of authorized representative of the firm:

TPF 7: Integrity Declaration

UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

- 1. Each Bidder must submit a statement, as part of the Bid documents, in the given format which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Bidding company and, where relevant, of its subsidiary in Montserrat. If a Bid is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- 2. Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Bidder may cover the subcontractors and consortium partners in its own statement, provided the Bidder assumes full responsibility.

3.

- a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
- b) Each Bidder will make full disclosure in the Bid documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Bid and, if successful, the implementation of the contract.
- c) The successful Bidder will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
- d) Upon completion of the performance of the contract, the successful Bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
- e) Statements required according to subparagraphs (b) and (d) of this paragraph shall be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- 4. Bids which do not conform to these requirements shall not be considered.
- 5. If the successful Bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Termination of the contract;
 - b) Liability for damages to the procuring entity and/or the unsuccessful competitors in the bidding process.
- 6. Bidders shall make available, as part of their Bid, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their general or project-specific Compliance Program.
- 7. The Government of Montserrat has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight.

Those charged with the oversight responsibility will have full access to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Bidder may be disclosed to another Bidder or to the public).

The **Bidder** shall fill in and submit this Bid form with the Bid.

G. Statement on Ethical Conduct

We the undersigned confirm in the preparation of our bid that:

- 1. Neither we, nor any of our employees, associates, agents, shareholders, consultants, partners or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
- 2. Should we become aware of the potential for such a conflict we will report it immediately to the Procuring Entity.
- 3. That neither we, nor any of our employees, associates, agents, shareholders, partners consultants or their relatives or associates have entered or will enter into corrupt, fraudulent, coercive, collusive or obstructive practices in respect of our bid or proposal.
- 4. We understand our obligation to allow the Government or the Development Partner to inspect all records relating to the preparation of our bid and any contract that may result from such irrespective of if we are awarded a contract or not.
- 5. No payments in connection with this procurement exercise have been made by us our associates, agents, shareholders, partners or their relatives or associates to any of the staff, associates, consultants, employees or relatives of such who are involved with the procurement process on behalf of the Procuring Entity.
- 6. We understand that if we are found to be in breach of this declaration we will be ineligible to be considered for any contracts with the Government of Montserrat funded by the Government or its Development Partner and/or other sources for a period to be determined by them.

Signed [signature of person authorized by the Bidder to sign the Bid Form and whose name and title are shown below]

Name [insert f	full name]	
Title [insert of	ficial title]	
•	ed to sign the bid for al seal of the Bidder]	and on behalf of: [insert complete name of Bidde
Dated on	day of	,[insert date of signing]

SECTION VIII: FINANCIAL PROPOSAL FORMS

FPF 1: Delivery of Financial Proposal Form

(Location, Date)				
To:	[Nam	e and address of the	Procuring Entity]	
Dear Madam/Sir .				
Request for Proposa Financial Proposals). of	l dated Our Financia	togo l Proposal hereby (in numbers and in	ether with our enclosed contain words and state	ce) in accordance with the Proposal (Technical and s a total estimated cost currency). This estimated s approximately about
(In numbers and in wor	rds and state cu	urrency).		
This Financial Proposa in the period before th				h the contract negotiation
If we are awarded the the following agents in		_	_	ny, are to be paid by us to
Name and Address of	Agents	Amount and Curre	ncy Purpose o Gratuity	f Commission or
observe the highest st process. Under this	andard of the policy we red to inspect and	Code of Ethics duri cognize access by	ng the implement the Government	contract are required to cation of the procurement of Montserrat and any Proposal, whether or not
the Bid Data Sheet, Go	eneral Conditi bility of consu	ons of Contract, Co	ntract Data Sheet	ne Instructions to Bidders, , Terms of Reference, the ocuments referred to us in
Thank you for your co	nsideration of	our Proposal.		
Yours sincerely,				
(Signed and stamped)				
Name and designation	of signatory:			
Name of the Firm:				
Address:				

FPF 2: Summary of Costs Name of the bidder: Proposal Reference No: Costs Amount(s) Subtotal **Local Taxes** Total Amount of Financial _____ Proposal FPF 3: Breakdown of Cost for each Activity Name of the bidder: Proposal Reference No: Activity Number.___ Description:_____ Cost for each part_____ Amount _____ Service remuneration Reimbursable expenses Miscellaneous expenses:

Subtotal: _____