



GOVERNMENT OF MONTSERRAT

May 2017

Invitation to Tender (ITT) Economic Growth Strategy



INVITATION TO TENDER

CT/PROC/003

(Economic Growth Strategy)

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Letter of Invitation

Ministry of Finance and Economic Management
Government Headquarters
Brades, MSR1110
Montserrat

19th May 2017

Dear Bidder,

1. The Government of Montserrat, as stated in the Special Conditions of Contract, has received funds from the Development Partner, DFID, to undertake a Project as described in the Proposal Data Sheet, and is willing to accept Proposals for the provision of consultancy services as stated in Section 5: Terms and Reference (hereinafter referred to as "The Services").
2. The firms will be selected based on Quality Cost Based Selection and under the procedure as stated in the Request for Proposals.
3. Tender packages can be accessed on the Government of Montserrat website at www.gov.ms and also on the Government of Montserrat portal at <http://www.mytenders.com/>
4. The completed tender document may be submitted electronically or as a hard copy in a sealed inner envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this inner envelope and should read, **"Tender for Economic growth Strategy"**. The name of the tenderer should also be written on the inner envelope. The inner envelope should then be placed in a sealed outer envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this outer envelope and should read, "Tender for Economic Growth Strategy" The outer envelope should bear no identification of the bidder. Please ensure that no additional marks are placed on the envelope.
5. The Request for Proposals is open to all consultants with the necessary skill to undertake the stated works.
6. Tenderers are also informed that a provisional budget of EC\$400,000 has been estimated. However, all bids irrespective of this estimated will be considered.
7. Alternatively, tenders may be addressed to the above address and submitted electronically via the following website: - <http://www.mytenders.com/> The Request for Proposals consists of: Letter of Invitation; Specifications; Instructions to Tenderers; Standard terms and Conditions of Contract.

8. The consultants should acknowledge this invitation and agree to deliver the proposal by the deadline for submission date, 7 June 2017, 2pm Eastern Caribbean time (19:00 GMT)

Yours Sincerely,

Raja Kadri

Chief Economist

1. DEFINITIONS

1. DEFINITIONS

1.1 The Tender means these definitions together with Sections 2-6 and the Price Schedule Form GM02.

1.2 The Contract shall mean the Agreement concluded between the Contractor and The Government of Montserrat, including the Specification and other documents which are relevant to the contract and also such of these conditions as are included in the terms and conditions of the contract.

1.3 The Contracting Authority means The Government of Montserrat.

1.4 The Contractor means the Contractor who by the terms of the Agreement undertakes to render the Services of the Government of Montserrat as is provided by the Tender, and, where the Contractor is an individual or a partnership, the expression shall include the personal representatives of that individual or of the partners, as the case may be, and shall also include any person to whom the benefit of the contract may be assigned by the Contractor but only with the prior written consent of the Government of Montserrat.

1.5 The Government of Montserrat - (GoM) means the Contracting Authority or its authorised representative.

1.6 CARICOM means the Caribbean Community and Common Market.

1.7 DFID means the Department for International Development.

1.8 The Contract Manager means the Contracting Authority's representative responsible for the active management of all aspects of the relationship between the Contractor and the Government of Montserrat.

1.9 The Services includes all the services to be provided by, and to be performed by and obligations to be fulfilled by the Contractor.

1.10 The Contract Price means the price exclusive of VAT (where legislated and relevant), payable to the Contractor by the Government of Montserrat under the contract for the full and proper performance by the Contractor of his part of the contract as determined under the provisions of the contract.

1.11 Government Property means anything issued or otherwise furnished in connection with the contract by or on behalf of the Government of Montserrat.

1.12 Issued Property means Government property issued in connection with the contract.

1.13 The Site(s) means the land or places where the services are to be provided and any other land or place by the Contracting Authority for or in connection with the provision of the services.

1.14 Loss includes destruction.

1.15 Month means calendar month.

1.16 Person includes corporation.

1.17 Gender Where the context so admits denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that matter.

1.18 Headings The headings of these conditions shall not affect the interpretation thereof.

2. INTRODUCTION

2.1 Brief Description

2.1.1 The Government of Montserrat (GoM) is inviting proposals for a qualified firm/consortium to develop a new Economic Growth Strategy, which follows on from the Sustainable Development Plan (2008-2020). The GoM, in partnership with the UK Government and its aid partners, seek to move Montserrat towards self-sustainability and resilient economic growth over a time-frame of 10 – 20 years. This follows a number of challenging years when there has been little economic growth.

2.1.2 The overriding objective of the Economic Growth Strategy is to raise economic growth significantly by identifying how this can be done and by putting together an implementation plan to bring it about. This includes but is not limited to achieving an environment that is conducive to attracting and retaining current, new and diverse investment that will create employment and generate wealth for the People and Government of Montserrat.

2.1.3 This Invitation for Tender provides a project summary and background, general requirements, tasks and deliverables, project schedule and timeline, submission requirements and deadlines, evaluation criteria and inquiry contacts. Proposals will be accepted no later than 2pm on Wednesday June 07th 2017.

2.2 Background - Montserrat

2.2.1 Montserrat is a UK Overseas Territory (OT) located in the Caribbean. From the 1960s to the 1990s, it underwent economic modernisation, led by the tourism sector, and was regarded as one of the most successful islands in the region. Unfortunately, a series of volcanic eruptions in the mid-1990s resulted in nearly two-thirds of Montserrat becoming uninhabitable, with a similar proportion of its population displaced, mainly to the UK. Due to the subsequent loss of critical infrastructure and most of its economic base, Montserrat became largely dependent on UK for financial aid. To date the economic base remains under developed and Montserrat continues to face fiscal challenges.

2.2.2 Montserrat is a full member of both the Organisation of Eastern Caribbean States (OECS) and the Caribbean Community (CARICOM). Monetary policy is set by the Eastern Caribbean Central Bank (ECCB), and Montserrat uses the Eastern Caribbean dollar as its currency.

2.2.3 Currently, UK aid provides both recurrent budgetary support and capital funding, amounting to approximately 70% of funding. The economy has suffered long-term stagnation since the volcanic eruptions.

2.2.5 The Government of Montserrat is an internally self-governing overseas territory of the United Kingdom. The Premier leads the government, where the majority of Cabinet is made up of elected ministers. The Governor chairs Cabinet, which also includes the Financial Secretary and the Attorney General as appointed officials. In recent years, the UK has acted to improve governance in all its Overseas Territories (OTs), including Montserrat. Its 2012 White Paper¹ set out a new vision for OTs, where the overarching policy includes: (i) sound public finances, and (ii) building successful and resilient economies.

¹ Foreign and Commonwealth Office, (2012) “The Overseas Territories: Security Success and Sustainability”

2.2.7 Where OTs such as Montserrat are in receipt of budgetary aid, the policy makes provision for further UK public investment to stimulate growth and reduce financial dependency.

2.2.8 The National Vision of the Government of Montserrat is for “A healthy and wholesome Montserrat, founded upon a thriving modern economy with a friendly, vibrant community, in which all our people through enterprise and initiative, can fulfil their hopes in a truly democratic and God-fearing society”

2.2.9 During Montserrat’s throne speech 2016² 5 priority areas and pillars representing a long-term consensus concerning Montserrat’s development were pronounced; (i) Prudent Economic Management, (ii) Enhanced Human Development, (iii) Sustainable Environmental Management and Appropriate Disaster Management Practices, (iv) Good Governance and (v) Population Retention and Population Growth. This will provide the needed transformation to a sustainable, wholesome, healthy and safe Montserrat.

2.2.10 A clearly defined and goal-oriented growth plan aligned with this evolutionary path will provide a long-term roadmap for the government, businesses, donors and, potential investors as to how, by working together, the goal of creating a strong and sustained economic growth for Montserrat is achievable.

2.2.11 The Government is located in Brades, in the Carrs Bay / Little Bay area in the Northwest of Montserrat.



² <https://www.gov.uk/government/speeches/montserrats-throne-speech-2016>

3. INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

3.1 About These Instructions

3.1.1 These instructions are designed to ensure that equal and fair consideration is given to bidders at all times. It is important therefore that the tenderer bidders provide all the information asked for in the format and order specified.

3.2 Contract Duration

3.2.1 It is proposed that the contract duration will be for a period of no longer than November, 2017.

3.3 Contract Award

3.3.1 Notification of contract award to the successful tenderer will be made on or around June 30th 2017. A mobilisation plan will be agreed between the parties with the expectation that the successful contractor(s) will be ready to formally commence work on **or around July 10th 2017**.

3.4 Tender Validity Period

3.4.1 All charges shown on the pricing schedule form **GM01** will remain valid from the date of receipt of proposal until this tender process is complete.

3.5 Confidentiality

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

3.6 Contact Points

3.6.1 For general & contractual queries: -

Colin Owen

Financial Secretary

Government of Montserrat

Phone: 1 664 491 2356/3057/2777

Email: OwenC@gov.ms

Ministry of Finance & Economic Management

P O Box 292

Brades, Montserrat

3.6.2 For operational queries: -

Raja Kadri

Chief Economist

Government of Montserrat

Phone: 1 664 491 2356/3057/2777

Email: kadir@gov.ms

Ministry of Finance & Economic Management
P O Box 292
Brades, Montserrat

3.6.3 For Invitation to Tender & Procurement Process queries

Mr. Taraq Bashir

Head of Procurement

Tel: 1-664-491- 2777 / 2356

Email: bashirt@gov.ms

Ministry of Finance & Economic Management
P O Box 292
Brades, Montserrat

3.7 Clarification

3.7.1 Any queries to the meaning of this Invitation to Tender & Procurement Process must be directed to the contact point at section 3.6.3 and via the procurement portal <http://www.mytenders.com/>

3.7.2 The Contracting Authority is committed to responding to queries within 5 working days of its receipt.

3.7.3 The Contracting Authority cannot promise to give appropriate response to any queries that they raise, when there are just 5 working days remaining before the tender close date.

3.7.4 The Contracting Authority retains the right to annul the tendering process and not award a contract.

3.8 Incomplete Tender

3.8.1 The Contracting Authority may reject a proposal if all the information is not provided.

3.8.2 The Contracting Authority may reject an unsigned proposal.

3.9 Interviews & Cost of Tendering

3.9.1 The Contracting Authority may require interviews with the tenderer. Such a requirement shall imply no obligation on the part of the Contracting Authority and the tenderer shall be responsible for any costs incurred.

3.9.2 The Contracting Authority will not be responsible for any costs incurred by the tenderer during the tender process. The tenderer is responsible for all costs incurred during the tender process.

3.10 Acceptance of Tender

3.10.1 The Contracting Authority does not bind itself to accept any tender. The Contracting Authority also reserves the right to accept a tender for part or for all the requirements.

3.11 Communications

3.11.1 Nothing herein or in any communication made on behalf of the Contracting Authority shall be taken as constituting an agreement, offer or representation between the Contracting Authority and any other party (save for a formal award of contract made in writing by or on behalf of the Government of Montserrat) nor shall any information in this document or elsewhere be taken as constituting an agreement, offer or representation that an agreement shall be offered in accordance herewith or at all.

3.12 Value for Money

3.12.1 Seeking value for money through procurement is an increasingly important aspect of the Government of Montserrat's business practices. Award of contract through this procurement process will be made on the basis of whole life cost/most economically advantageous considerations, over the full period of the contract.

3.12.2 Table 1 below details the 'value for money' evaluation criteria that will be used to assess responses to this Invitation to Tender. Each criterion has been allocated a number (weight), in accordance with the perceived importance placed on it by the Contracting Authority.

TABLE.1 – Evaluation Criteria: Weighting Allocation

Evaluation Criteria*		Weight
1	Qualification and Skills (considering the CV's of the individuals that will undertake the work,	10
2	Description of Methodology and Work plan	15
3	Relevant Experience in Conducting Economic Growth Strategies	15
6	Regional Experience/Small Island Developing States	10
8	Overall Contract Price	50
Confirmations, including GoM's Terms & Conditions *Confirmations must be provided. Queries and supporting text can also be submitted for consideration/further discussion.		Yes/No *This is not weighted or scored

3.12.3 The evaluation criteria detailed in table.1 will be scored on merit, by evaluation team members, independently of each other. Initial results will then be discussed with the evaluation team.

3.12.4 The Contracting Authority will award a contract based on identified optimum value for money solution(s) that best meet(s) its' needs. To identify this, each criterion will be scored on the capabilities demonstrated by the tenderer. The score for each criterion will be totalled as provided in table.1.

3.13 Project Milestones

3.13.1 Table.2 below details the key milestones for this project

Table.2 – Indicative Project Milestones

Key Milestone	Date
Closing Date for Responses to ITT	June 7 th , 2017
Support Meeting (open to all Tenderers)	
Evaluation Process	June 9 th , 2017- 22 th June, 2017
Contract Award	30 th June, 2017
Contract Start Date	July10 th , 2017

4. INFORMATION TO BE PROVIDED

4.1 Structure of Responses

4.1.1 The tenderer shall take note of and fully comply with the notices and instructions set out below.

4.1.2 A signed copy of the **TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE** as included in this tender pack.

4.1.3 To assist in the evaluation process, responses to this Invitation to Tender must have a structure to include appropriate page and paragraph numbers and must be ordered into 4 clearly marked sections. These are:

General Information; Specific Information; Confirmations; and, Contract Pricing.

4.2 General Information

4.2.1 The tenderer shall include the following in the section headed **General Information:**

- a) The Project Number **CT/PROC/003 (Economic Growth Strategy)** to which the tender relates;
- b) The full name of the tenderer together with any trading name, the address of the tenderer and the address for communications under any resultant contract;
- c) The name(s) and telephone number(s) and e-mail address(es) of the tenderer(s) or their representative(s) whom the Contracting Authorities may contact in relation to the tender;
- d) Details of the relevant levels of insurance cover the tenderer has in place in order to operate the service. "The Specification". Also any professional indemnity, public liability and employer's liability. A copy of the tenderer's most recent insurance policies/schedules must be included in this section;
- e) An audited financial statement for the past 3 years;
- f) An account of previous performance when delivering similar services, in the past 5 years. The tenderer must include information about success levels, including how the tenderer conducted such a review and how it was managed, including any internal and/or external verification, monitoring and evaluation procedures. Also include an overview of how difficulties had been overcome, and resolution procedures followed.

4.3 Specific Information

4.3.1 The tenderer shall include the following in the section headed

Specific Information:

- a) Full detail of the CV's of the proposed team.
- b) An account of how the tenderer would develop this Economic Growth Strategy and Implementation Plan, including a Gantt chart, details of team composition, management and reporting procedures, and production of the inception report.

Note: Evaluation criteria 2 will be applied here. See table.1;

- c) An overview of how the tenderer will facilitate collaborative working in response to the information detailed in this document.
- d) A comprehensive mobilisation plan, in response to the information detailed in this Tender document.

Note: The plan must give an account about how you would meet the key timelines and conclude with a simple statement about how the tenderer will carry out all monitoring, evaluation and performance aspects of the service.

- e) A detailed account of how you propose allocating/using team members' regional experiences, concluding with an overview of the benefits of that;

Note: This should be provided in your methodology and work plan.

- f) Detail on how the tenderer will provide reporting and management information, in response to the information provided in this Tender.

4.4 Confirmations

4.4.1 The tenderer shall include the following in the section headed “**Confirmations**”:

- a) Confirmation that the services tendered for are those specified in Section 5 “The Specification”;
- b) Confirmation that the Terms and Conditions in Section 6 shall govern the provision of the service specified in section 5, the Specification and any resultant contract;
- c) Confirmation that this is a bona fide competitive tender and that the tenderer has not fixed or adjusted the amount of the tender by arrangement with other tenderers.
- d) Confirmation that the tenderer has not communicated to any other persons (and will not do so before the tender closing date) the amount or approximate amount of this tender. This must be accompanied by a signed anti collusion form, provided in Annex A;
- e) Confirmation that you are fully tax compliant.

Important note: Locally based companies must include their Government of Montserrat tax compliance certificate, in this section.

4.5 Contract Pricing

4.5.1 The tenderer shall include the following in the section headed **Contract Pricing**:

- a) a completed and signed Price Schedule, **form GM01**, including a breakdown of costs using the tables provided. Where you have any tax responsibilities and liabilities, you must ensure these are accounted for in the appropriate columns;

- b) where the tenderer makes any manuscript alteration to any charges on the **form GM01**, such alteration shall not be considered by the Contracting Authority unless authorised by the tenderers representative;

4.5.2 The contract price shall be agreed in advance of contract award and will remain fixed for the duration of the contract period. Any variations to the contract price must be agreed formally by the Contracting Authority.

5. THE SPECIFICATION

5.1 The Requirement

5.1.1 The objectives of this consulting assignment are to:

I. Develop an Economic Growth Strategy with the overall aim of developing a self-sustaining economy over the next 10 to 20 years, resulting in:

- i. Identifying, enabling and ensuring productive drivers of the economy are developed so that private sector and other income generating activities become sufficiently embedded, broad and deep for self-sustaining economic growth to take hold. Consideration should be given to how demographics might influence the optimal economic growth strategy;
- ii. The gradual reduction and eventual elimination of the requirement for UK financial support for the government's day-to-day recurrent spending. The level of UK support currently exceeds 60% of the recurrent budget because of the dearth of domestic income generating opportunities and the limited nature, lack of scale and fragility of those income generating activities that do exist;
- iii. A level of sustainable development that becomes sufficient over the longer term to develop the capacity to finance public assets, through both domestic resource mobilisation and borrowing, with the eventual goal of eliminating the need for grant finance from the UK and other aid sources;
- iv. The demonstration to donors that this strategy will lay the foundation for higher levels of sustainable and equitable economic development to drive growth for a brighter future for all citizens of Montserrat. Government is committed to implementing it and taking Montserrat further along the path of progress, development and prosperity; and
- v. An inclusive economy where all Montserratians, and residents have the opportunity to develop and prosper.

II. Translate the Economic Growth Strategy into a prioritised Delivery Plan that demonstrates a practical, realistic and realisable path to self-sustaining economic development model, focusing on:

- i. A time bound programme of investment and activities over the first 5 years which the various responsible authorities in Montserrat can realistically implement and which is aligned with their capabilities, resources and developing capacities;
- ii. The growth strategy must provide a clear roadmap for the subsequent 5 years, as to how the Government of Montserrat will mobilise domestic resources, get the support from the UK government and other donors that provide the financing needs of Montserrat. In other words, this document must clearly demonstrate to donors why this time developing

a growth strategy is not an exercise in speculation but a concrete framework with clearly defined goals with costs attached along with the defined timelines;

- iii. A road map to meeting the longer term goals of the Economic Growth Strategy outlining the key milestones en-route to full sustainability, how they can be targeted and the measures and programmes that are likely to be required. The road map should identify the potential development and implementation risks to the Strategy and carry out an analysis of constraints, including those that can be readily overcome and how, together with those that are likely to be more challenging;
- iv. Existing, proposed and ideal arrangements for monitoring progress of implementation and measuring results, including the Montserrat Transformation programme to be launched in the Office of the Premier. This should include a methodology for updating the Economic Growth Strategy and the Delivery Plan in real time, so that progress along the road map can be plotted and milestones adjusted so as to get a clear idea of when, how and if desired outcomes can be attained. This should include measures to realign goals and timetables to the best overall and specific outcomes that prove realistic and attainable.

5.2 Scope of Consultancy

In meeting the objectives, the consultancy should take a number of factors into account. These include, but are not limited to, the following:

5.2.1 Blue skies thinking

Despite considerable efforts and investment, including numerous assessments and reports, Montserrat has in reality made little progress towards the self-sustaining economic position it had enjoyed prior to the volcanic eruptions some 20 years ago. The consultants, therefore, need the ability to engage in blue skies thinking whilst, at the same time, being rigorous in identifying constraints to progress and articulating solutions to those constraints where possible. They need to understand why previous attempts to regenerate the economy have stalled and to think carefully about how and why this time it can be different. This will require the consultant to address some contentious issues and challenges;

5.2.2 Consultations

The developing and testing of the Strategy should involve wide consultation with all stakeholders in society. As well as the GoM, this should extend to the private sector and the wider community. It should further include the UK Government and the various donors that provide finance to Montserrat, not least the Department for International Development (DFID). The consultants should also seek out the sort of investors who might be interested in Montserrat and investigate the potential for developing new sources of funding. The identification of any specific investors would be a bonus. Consideration could also be given to Public Private Partnerships.

The consultant's findings, proposals and recommendations should be presented to stakeholders, both to develop ownership amongst the various categories of stakeholder and to align differing interest groups as much as possible.

5.3 Current policies

The consultancy should analyse Montserrat's current policies as its starting point. There are various recent sector strategies, particularly concerning the necessary infrastructure and institutional support to enable economic growth. These sector strategies are the basis for an implicit policy framework which will be formalised into an overarching policy document by the time the consultancy starts. This short policy document will be the final medium term update of the existing Sustainable Development Plan (2008-2020), and is intended as a lead in to the Economic Growth Strategy. The policy document is required to complete the programming for EDF 11, which will provide budget support of approximately US\$20 million during 2017/18 – 2020/21.

5.4 Identification and assessment of opportunities

Current policies focus primarily on "growth enabling" sectors, focussing on physical access to Montserrat, the development of the energy sector and the development of ICT infrastructure. In all cases, the main emphasis is on the cost, quality and reliability of supply, as these are key to developing productive "growth drivers." Most of the main "growth drivers" are clear in particular tourism which is well articulated and is derived from an overarching strategy. There are sectors which are less developed and a key part of the consultancy will be to understand and assess specific opportunities for accelerating the growth and development of Montserrat.

The assessment of opportunities might involve, for example, establishing product development opportunities within the tourism and other key economic sectors. These opportunities could be briefly specified with an outline feasibility carried out. Such opportunities need to be prioritised with a practical framework for their development. This should include likely participants, timescale and costs, not least the role of relevant public sector authorities, whether as the main actor or initiator or in inducing private sector/investor involvement.

5.5 Operating Environment

As part of the work, the consultants will need to take careful account of the environment in which the Economic Growth Strategy will operate. Consideration is required of the physical, cultural and institutional environment where the role and capabilities of the dominant public sector will be particularly important, as will its ability both to manage the emerging Strategy and to adapt to the rapidly changing conditions of a growth economy. Within the public sector, the role of particular bodies, such as the Ministry of Finance and Economic Management (MoFEM) and the new Programme Management Office (PMO) will be particularly important, as may be institutional developments and reforms. The business environment, including the ease of doing business and how the business environment needs to evolve, may also be particularly important.

At a macro level a broader diagnosis will need to acknowledge the external environment. In addition to general factors, such as the state of the international economy, specific factors such as Montserrat's potential for Foreign Direct Investment (FDI) may be crucial. Similarly, the attitude and commitment to the Economic Growth Strategy of the UK Government and aid donors, not least DFID, could be pivotal.

The document must clearly communicate to donors that this strategy will lay the foundation for higher levels of sustainable and equitable economic development to drive growth for a brighter future for all citizens of Montserrat. Government is committed to implementing it and taking Montserrat further along the path of progress, development and prosperity.

5.6 Taking into account previous work

There have been numerous studies of Montserrat over the years and many initiatives implemented with varying degrees of success. The consultants should acquaint themselves with these studies and initiatives. Some of them will provide lessons and insights to what might and might not work. Others include promising ideas that were never implemented or poorly followed up and which might still be worth pursuing.

5.7 Market research, validation and development impact.

Review of the sector strategies and stakeholder consultations to identify ideas regarding growth opportunities (Blue Sky Thinking). It will be critical to take these ideas through a validation and prioritisation process, and consider; the gathering of market intelligence to assess whether the ideas are viable; what is the potential impact if these opportunities materialise? Together with the estimated cost of actions required to make these opportunities a reality.

5.8 Expected Deliverables

The Consultancy Team's proposal should focus carefully on their approach, methodology and phasing. Emphasis should be on developing a convincing, creative, realistic and realisable approach. Without being prescriptive about the type and size of team required, it is likely to include economic, business and technical capabilities, including a mix of first-class experience and qualifications.

The Consultant Team will deliver the reports and tasks outlined. As far as possible, each report should have an Executive Summary.

1. Initial assessment and review – Inception Report
2. Observations/Findings
3. Various presentations to and workshops with stakeholders
4. Draft Economic Growth Strategy including consideration of resourcing and Delivery Plan
5. Presentation to Cabinet
6. Agreed Economic Growth Strategy and Delivery Plan

5.9 Main client and organisational arrangements

The main client is the GoM through the MoFEM and in close liaison with the Financial Secretary, the Chief Economist, the Chief Executive Officer of the Office of the Premier (OoP) and Head of the Programme Management Office (PMO). It is expected that the consultant team will be provided space to work when on the ground in Montserrat at MoFEM. The consultants will be required to provide their own laptops etc. Access to the internet and presentation facilities etc. will be made available as needed and/or on request.

5.10 Timelines for deliverables

5.10.1 Inception Phase

The inception report will be reviewed by OoP, MOFEM and DFID. After finalisation and agreement on the shape of the field work and visit programme(s), the remaining parts of the assignment will be authorised. Draft inception report due 3 weeks after commencement of assignment. Final inception report 5 days after receipt of all comments (GOM and DFID).

5.10.2 Main Phase

- a) Mid-term presentation of interim findings and process to OoP, MoFEM and DFID, 2 months following commencement of services.
- b) Complete draft reports of the Economic Business Growth strategy and Delivery Plan due 3.5 months following commencement of services.
- c) Final Economic Business Growth strategy and Delivery Plan due 10 working days after receipt of comments from OoP, MoFEM and DFID.

5.11 Qualifications, Skills and Experience Requirements

General Requirement

1. Latest Corporate Statement of qualifications (SoQ)

Clearly describe qualifications and capabilities to deliver an Economic Growth Strategy including:

- Details of the proposed team and their CVs
- Educational level: at least a Master's level degree in Economics, Project Management, Public Policy, Law and Political Science
- Areas of expertise: significant working experience (at least 10 years) with Caribbean nations; proven and valid credentials in analysis, understanding and design of Economic Growth Strategy and unparalleled expertise and pattern recognition in economic matters in the Caribbean.

- Structure of Proposed Management: A solid team made up of senior individuals (senior partners/partners) with more than 10 years in Economic Growth Strategy/Policy. Moreover, an identification of a team leader who will be responsible for overall project management and deliverables.
 - Past assignment(s): A clear description of prior work including a list of projects/assignments completed under which services similar to those outlined under the section, "objective of the consultancy".
2. This consultancy is for a firm with a solid track record in developing economic business growth strategies. The consultancy team should comprise of a variety of skills and experience to include economic, business and technical capabilities, including a mix of first-class experience and qualifications. Experience in high quality reporting to governments and donor organisations are required, especially to DFID is encouraged.

Collaborative Working

- (a) The contractor will need to facilitate close collaborative working, across a range of teams that will be critical to the success of this contract. This will involve working closely with all key stakeholders; will therefore be one the most critical success factors for this contract. It will involve determining the best way for information to be shared and communicated; the degree and levels that collaboration can take place, including sharing of resources; the sharing of management and performance information; and, the way monthly contract meetings are supported.
- (b) Communication strategies will be managed by MoFEM. As the development of the economic growth strategy and delivery plan progresses the Ministry will liaise with other external Agencies and Stakeholders to ensure that they are kept informed with the work, and achievements of, the team.

5.12 The Mobilisation Plan

The tenderer must provide a detailed mobilisation plan in their proposal. The plan must demonstrate how the initial commencement of the contract would be managed, from the contract start date of July 10, 2017 and its first months of operation. The plan should include, but not exclusively:

- I. The resources that will be used for the mobilisation and full operation of the services. This can include staff and non-staff resources. Non staff resource costs can include: rental of office space and associated office equipment and communication systems; on island transportation costs. As a minimum the information provided about the resources that will be used must include: a structured diagram; resumes/CV together with a professional overview of the 'key staff' resources. Including the senior management team with overall responsibility for the contract; the 'core' members of the review team; the administrative / day to day support structures;
- II. Information about how and when the tenderer would expect to mobilise and any key assumptions and milestones that are relevant to this process;

- III. An overview of how the tenderer will work with all key stakeholders (including OoP and DFID), to help minimise disruption during the review process;
- IV. Approaches for conducting interviews and assessments during the review.
- V. A brief statement about how the tenderer will implement the Quality, Monitoring and Evaluation Plan.

5.13 Contract management and Performance

It is considered essential that in order to maintain a high standard of quality and performance that the contractor and contracting authority undertake lead roles in holding regular 'coordinated' contract management meetings. The frequency of these will be weekly then reviewed after the initial month.

To maintain a high quality of service the successful contractor must facilitate a coordinated and integrated approach to all aspects of the service. This will require the contractor to develop and manage collaborative arrangements with all relevant key stakeholders, e.g. through supporting regular performance and quality working groups.

For the Government of Montserrat, the Chief Economist will be taking on the responsibility for the overall performance and contract management aspects of this contract.

5.14 Reporting and Management Information

The Team Leader will report to the Chief Economist. The Team Leader will be expected to brief the Premier and the Financial Secretary and DFID at the start and end of the assignment and periodically during the field work. All reports need to be sent to and approved by OoP, MoFEM (GoM) and DFID.

6 STANDARD TERMS AND CONDITIONS OF CONTRACT FOR SERVICE

6.1 Interpretation

In these Conditions:

- 6.1.1** "the Condition(s)" mean the standard terms and conditions of contract for services as set out in this document;
- 6.1.2** "Charging Rates" shall be construed as those excluding any applicable Value added Tax;
- 6.1.3** "the Contract" means the agreement concluded between the Contracting Authority and the Contractor of the supply of Services, including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these Conditions as are included (with or without modification) expressly or by reference in the terms and conditions of the Contract;
- 6.1.4** "the Contract Price" means the price exclusive of any applicable Value Added Tax, payable to the Contractor by the Contracting Authority under the Contract for the full and proper performance by the Contractor of the Contract;
- 6.1.5** "the Contracting Authority" means the Government of Montserrat;
- 6.1.6** "the Contractor" means the person who undertakes to supply the Services under and in accordance with the Contract and, where the Contractor assigns the rights and obligations under the Contract to another person with the prior written consent of the Contracting Authority, that other person;
- 6.1.7** "Government Property" means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Contracting Authority or its authorised representative;
- 6.1.8** "Loss" includes destruction;
- 6.1.9** "Month" means calendar month;
- 6.1.10** "Person" includes a corporation, partnership, individual;
- 6.1.11** "the Services" means the services to be supplied under the Contract.
- 6.1.12** "Confidential Information" means information, data and material of any nature which either party to the Contract may receive or obtain in connection with the operation of the Contract and, which comprises Personal Data or Sensitive Personal Data (as both terms are defined by Montserrat Law, or in its' absence defined by the UK Data Protection Act 1998); which is listed in the Schedule to the Contract; the release of which is likely to prejudice the commercial interests of the Contracting Authority or the Contractor respectively; or which is a trade secret;
- 6.1.13** "FOI" means Freedom of Information and associated Montserrat Law and Guidance
- 6.1.14** "FOIA" means the United Kingdom Freedom of Information Act 2000;
- 6.1.15** "EI" means Environmental Information and any associated Montserrat Law and Guidance as may be issued from time to time.
- 6.1.16** "EIR" means the United Kingdom Environmental Information Regulations 2004 and any subsequent amended Regulations as may be issued from time to time.

6.2 Acts by the Contracting Authority

- 6.2.1** Any decision, act or thing which the Contracting Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either generally or specifically, by The Contracting Authority to take or do that decision, act or thing.

6.3 Services of Notice

- 6.3.1** Any written notice or other written communication which any party to the Contract is required to give under the Contract shall be deemed to be sufficiently given if sent by recorded or registered post to the last known address of the other party to the Contract.

6.4 Assignment and Sub contracting

- 6.4.1** The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous consent in writing of the Contracting Authority.
- 6.4.2** The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Contracting Authority.

6.5 Government Property

- 6.5.1** All Government Property issued in connection with the Contract shall remain the property of the Contracting Authority and shall be used in the execution of the Contract and for no other purpose whatsoever save with the prior approval in writing of the Contracting Authority.
- 6.5.2** All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Contracting Authority to the contrary within 14 days or such other time as is specified in the Contract.
- 6.5.3** The Contractor undertakes to return all Government Property so issued and will be responsible for all loss thereof or damage thereto from whatever cause to the full amount of such loss or damage.
- 6.5.4** Without prejudice to the above provisions, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Contracting Authority, pay compensation for all damages occurring to any Government Property occasioned by the Contractor, or by his servants, agents or sub-contractors whether arising from his or their performance of the Contract and whether on any Contracting Authority establishment or premises or elsewhere in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed by his negligence or default or the neglect or default of his servants, agents, or subcontractors or by any circumstances within his or their control.

6.6 Waiver

- 6.6.1** The failure of either party at any time to enforce any provision of the Contract shall in no way affect its right thereafter to acquire complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself.
- 6.6.2** The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights, powers and remedies provided by law.

6.7 Severability

- 6.7.1** If any condition, clause or provision of the Contract not being of a fundamental nature be held to be unlawful or unenforceable by a court in any proceedings relating to the Contract the validity or enforceability of the remainder of the Contract shall not be affected thereby.
- 6.7.2** In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Contractor and the Contracting Authority shall immediately commence good faith negotiations to remedy such invalidity.

6.8 Use and Safeguarding of Documents

- 6.8.1** Any document or thing bearing a Security Classification of "Confidential", "Secret" or "Top Secret" shall be examined or handled in a Contracting Authority establishment only and shall not be removed from such establishment unless the Contracting Authority 's consents in writing to examination or handling or removal of that document or thing elsewhere.
- 6.8.2** The Contractor shall use all best endeavours to safeguard from loss or damage every document or thing supplied by or obtained from the Contracting Authority or for the purposes of the Contract and to protect every such document or thing from unauthorised use, disclosure or copying and shall forthwith upon termination or expiry of the Contract or earlier if the Contracting Authority shall request return to the Contracting Authority in good and usable condition every such document and thing.
- 6.8.3** Subject to any rights of third parties, nothing in this Condition shall prevent the use for any purpose by the Contractor of any specifications, plans, drawings and other documents, the rights of which vest in him otherwise than as a result of work carried out under this Contract.
- 6.8.4** Any samples or patterns or any specifications, plans, drawings, or other documents issued by or on behalf of the Contracting Authority for the purposes of the Contract remain the property of the Contracting Authority and must be returned on completion or earlier termination of the Contract.

6.9 Confidentiality

- 6.9.1** In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this Condition, each party ("the

Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

- 6.9.2** The Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;
- 6.9.3** The provisions of this Condition shall not apply to any Confidential Information which:
 - i. is in or enters into the public domain other than by breach of the Contract or other act or omissions of the Recipient;
 - ii. is obtained by a third party who is lawfully authorised to disclose it;
 - iii. is authorised for release by the prior written consent of the Discloser;

or

- iv. the disclosure of which is required to ensure the compliance of the Contracting Authority with any applicable FOI guidance or codes of practice.
- 6.9.4** Nothing in this Condition shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company provided that the Contractor procures that such holding company complies with this Condition as if any reference to the Contract in this Condition were a reference to such holding company.
- 6.9.5** The Contractor acknowledges that the Contracting Authority is subject to Montserrat law relating to FOI and EI. In the absence of this, that it will consider the principles laid down in the United Kingdom FOIA and the EIR.
- 6.9.6** The Contractor notes and acknowledges any Montserrat law and guidance on FOI and EI. In the absence of this it will consider the principles of the United Kingdom FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) as may be amended, updated or replaced from time to time and the EIR.
- 6.9.7** The Contractor will act in accordance with Montserrat Law and guidance on FOI and EI in the absence of this will follow the principles of the United Kingdom FOIA and these Codes of Practice (and any other applicable codes of practice or guidance notified to the Contractor from time to time) and the EIR to the extent that they apply to the Contractor's performance under the Contract.
- 6.9.8** The Contractor agrees that without prejudice to the generality of paragraph 8.9.4, of this Condition the provisions of this Condition are subject to the respective obligations and commitments of the Contracting Authority under

Montserrat law and guidance on FOI and EI. In the absence of this the principles of the United Kingdom FOIA and the Codes of Practice and the EIR;

- 6.9.9** The Contractor agrees that subject to this Condition, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Contracting Authority;
- 6.9.10** The Contractor agrees that where the Contracting Authority is managing a request as referred to in this Condition, the Contractor shall co-operate with the Contracting Authority and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 6.9.11** The Contracting Authority will consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
- 6.9.12** This Condition shall remain in force without limit in time in respect of Confidential Information, which comprises Personal Data. Save as aforesaid and unless otherwise expressly set out in this Contract or the Schedule to this Contract, this Condition shall remain in force for a period of 3 years after the termination or expiry of this Contract."
- 6.9.13** When entering into contracts it is advisable to put all information that may be subject to any exemption under Montserrat law, or in the absence of this any considerations towards the key principles of FOIA followed in a Schedule to the Contract rather than having to consider exemptions when a request for information is received by the Contracting Authority relating to the Contract.

6.10 Amendments and Variation

- 6.10.1** No amendment or variation in the terms of the Contract will be valid unless previously agreed in writing between the Contracting Authority and the Contractor and no payment will be made for unauthorised services.

6.11 Payment

- 6.11.1** On presentation of a correct invoice quoting the Contracting Authority purchase order or contract number and confirming that the Contract has been performed, the Contracting Authority shall pay the Contract Price to the Contractor. Payment will normally be made within 30 days of receipt by the Contracting Authority of the invoice.
- 6.11.2** Invoices will show the period and the amount of the Services for which the payment is claimed together with the agreed Charging Rates.
- 6.11.3** Invoices for the Contract performed shall be rendered at the time and in the manner specified by the Contracting Authority.
- 6.11.4** If, for the purpose of performing the Contract, the Contractor enters into a contract for the supply of goods or services to the Contractor by a third party, the Contractor shall include in that contract a provision which requires the Contractor

to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the third party.

- 6.11.5** If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Director of Procurement at The Contracting Authority setting out his case. The Director will ensure that the complaint is dealt with by an official who is independent of the Contract and that the Contractor is not treated adversely in future for having made a complaint.
- 6.11.6** The Contractor shall be entitled to charge interest at the rate of 1% above the Eastern Caribbean Central Bank's Prime Rate for Montserrat, for the time being in force from the relevant date ("the Relevant Date") should the Contracting Authority fail to pay the Contract Price. The Relevant Date shall be deemed to be the first day immediately following a period of 30 days commencing on the day when the invoice was presented by the Contractor to the Contracting Authority. The Relevant Date shall apply unless the invoice was presented before the Contractor fully performed his obligations under the Contract and in these circumstances, the Relevant Date shall be deemed to be the first day immediately following a period of 30 days commencing on the day when the Contractor performed his obligations under the Contract.

6.12 Accounts

- 6.12.1** The Contractor shall keep proper accounts and proper records and vouchers for all expenditure referable to the Contract.
- 6.12.2** The Contractor shall permit the Contracting Authority by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts at the offices of the Contractor or at such other places as the Contracting Authority shall direct and to take copies and shall provide the Contracting Authority or its independent auditor with such explanations relating to that expenditure as it may request.
- 6.12.3** The Contractor shall ensure that the said accounts, records and vouchers are available for a period of two years after the termination or expiry date of the Contract.

6.13 Recovery of Sums Due

- 6.13.1** Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Contracting Authority, the same may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under this or any other Contract with the Contracting Authority.
- 6.13.2** Any over-payment by the Contracting Authority to the Contractor whether of charges or of any Value Added Tax ("VAT"), where a VAT scheme is adopted, shall be a sum of money recoverable from the Contractor.

6.14 Performance

- 6.14.1** The Services shall be provided in accordance with the Contract to the satisfaction of the Contracting Authority, or its authorised representatives. During the course of the Contract, the Contracting Authority or its authorised representative shall have the power to inspect and examine the work being performed either at the Contracting Authority's premises at any reasonable time or, where any part of the work is being performed on premises other than the Contracting Authority's premises, at those premises and reasonable notice shall be given to the Contractor.
- 6.14.2** If any part of the Services is found to be inadequate or in any way differing from the Contract, other than as a result of default or negligence on the part of the Contracting Authority or its authorised representative, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Contracting Authority.
- 6.14.3** If the provision of the Services or any part thereof is suspended by the Contracting Authority or its authorised representative (otherwise than in consequence of default or negligence on the part of the Contractor) or if the Contractor is delayed in proceeding with the provision of the Services by the Contracting Authority or its authorised representative, the Contracting Authority shall be responsible for any loss incurred by the Contractor as a result of such suspension or delay.
- 6.14.4** If the performance of the Contract by the Contractor is delayed by causes mentioned in paragraph 6.14.3 of this Condition or by reason of any act on the part of the Contracting Authority, or by industrial dispute or any other cause which the Contractor could not have prevented and for which he was not responsible then the Contractor shall be allowed a reasonable extension of time for completion.
- 6.14.5** The time of performance shall be of the essence and failure to commence the provision of the Services within the time promised or specified shall entitle the Contracting Authority (at its option) to be released from any obligation to accept and pay for the Services or to cancel all or part of the Services, in either case without prejudice to the other rights and remedies of the Contracting Authority.

6.15 Progress Report

- 6.15.1** Where formal Progress Reports are specified in the Contract, the Contractor shall render such reports at the time and in such form as may be specified or as otherwise agreed between the Contractor and the Contracting Authority or its authorised representative.
- 6.15.2** The submission and acceptance of the Progress Reports shall not prejudice the rights of the Contracting Authority under any of the Condition on the Contract.

6.16 Contractor's Personnel

- 6.16.1** The Contracting Authority reserves the right to refuse to admit to premises occupied by or on behalf of the Contracting Authority any person employed by the

Contractor, or by a subcontractor, whose admission would be undesirable in the opinion of the Contracting Authority.

6.16.2 If and when directed by the Contracting Authority the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Contract to any premises occupied by or on behalf of the Contracting Authority, specifying the capacity in which they are concerned with the Contractor and giving such other particulars as the Contracting Authority may require.

6.16.3 If the Contractor shall fail to comply with paragraph 6.16.2 of this Condition and if the Contracting Authority decides that such failure is prejudicial to its interests, then the Contracting Authority may summarily determine the Contract by notice in writing to the Contractor always providing that such determination shall not prejudice or affect any right of action or remedy which shall have accrued, or shall accrue thereafter, to the Contracting Authority.

6.16.4 The decision of the Contracting Authority as to whether any person is to be refused admission to official premises and as to whether the Contractor has failed to comply with clauses 6.16.2 or 6.16.3 of this Condition shall be final and conclusive.

6.17 Indemnities and Insurance

6.17.1 Except as stated in Clause 6.17.2, where there has been misconduct, gross negligence, dishonesty by the Supplier or the Supplier's Personnel the Supplier's liability under this Contract shall be limited to the maximum amount that the insurance policy is capable of providing over the life of the policy, before any claims or pay outs have been made.

6.17.2 The Contractor and Contracting Authority do not limit their liability for:

i: death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

ii: fraud or fraudulent misrepresentation by it or its employees;

iii: breach of any obligation as to title implied by any consumer laws. In the absence of consumer laws there will be a reliance on section 12 of the UK Sale of Goods Act 1979 or section 2 of the UK Supply of Goods and Services Act 1982; or

iv: any liability to the extent it cannot be limited or excluded by Law.

6.17.3 Subject always to Clauses 6.17.2; in no event shall the Contractor or Contracting Authority is liable to the other for any:

i: loss of profits, business, revenue or goodwill; and/or

ii: indirect or consequential loss or damage of any nature and howsoever caused, even if the losses were reasonably foreseeable or the Party has been advised of the possibility of such losses occurring.

- 6.17.4** The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- 6.17.5** Subject to Clauses 6.17.1 to 4 (inclusive), the Contractor shall indemnify GoM in respect of any loss, damage or claim howsoever arising out of or in consequence of negligent acts or omissions by the Contractor or the Contractor's personnel or any claims made against GoM by third parties in respect thereof and in relation to this Contract.
- 6.17.6** The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of GoM or GoM's employees, or by breach by GoM of its obligations under the Contract.
- 6.17.7** The Contractor shall effect and maintain, and shall procure that their sub-contractors effect and maintain, with a reputable insurance company a policy or policies of insurance providing a level of cover not less than the Financial Limit in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's and/or their sub-contractors performance of their obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the contract period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.
- 6.17.8** Without limitation to Clause 6.17.4 the Contractor shall effect and maintain and shall procure that all agents, professional consultants and sub-contractors effect and maintain, employer's liability insurance in respect of the Contractor's personnel in accordance with any legal requirement from time to time in force. The Contractor shall also effect and maintain, and shall ensure that all agents, professional consultants and sub-contractors involved in the contract effect and maintain, appropriate professional indemnity insurance cover during the contract period and for a minimum of 6 (six) years following the expiration or earlier termination of the contract.
- 6.17.9** The Contractor shall give GoM, immediately on request, copies of all insurance policies referred to in this Clause 6.17.7 to 8 inclusive, or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with

receipts or other evidence of payment of the latest premiums due under those policies.

6.17.10 With regard to any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982, the Supplier shall maintain professional indemnity insurance cover of an amount not less than the maximum amount that the insurance policy is capable of providing over the life of the policy, before any claims or pay outs have been made.

6.18 Termination due to insolvency

6.18.1 The Contractor shall notify the Contracting Authority in writing immediately upon the occurrence of any of the following events:

i: where the Contractor is an individual and if a petition is presented for the Contractor's bankruptcy or a criminal bankrupt order is made against the Contractor or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or

ii: where the Contractor is not an individual but is a firm or a number of persons acting together in any capacity if any event in sub-paragraph i or iii of this paragraph occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Contractor to be wound up as an unregistered company; or

iii: where the Contractor is a company, if the company passes a resolution to wind-up or the court makes an administrator order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administration receiver, receiver or manager is appointed by a creditor or by the court or possession is taken of any of its property under the terms of a floating charge.

6.18.2 On receipt of the notice under paragraph 6.18.1 above or earlier discovery by the Contracting Authority of the occurrence of any of the events described in that paragraph, the Contracting Authority may, by notice in writing to the Contractor, summarily terminate the Contract without compensation to the Contractor and without any prejudice to any right of action or remedy which may accrue to the Contracting Authority thereafter.

6.19 Termination for Breach of Contract

6.19.1 If a party commits a material breach of the Contract and, in the case of a breach which is capable of remedy, fails to remedy such breach within 28 days of being required by the other party in writing to do so, the injured party shall be entitled to

terminate the Contract with immediate effect by notice in writing to the other party and without prejudice to any rights of the parties accrued to the date of the determination of the Contract.

6.20 Cancellation

6.20.1 The Contracting Authority shall be entitled to terminate the Contract by giving to the Contractor not less than 28 days' notice in writing to that effect without prejudice to any rights or remedies of the Contractor for breach of Contract.

6.21 Dispute Resolution

6.21.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

6.21.2 If the dispute cannot be resolved by the parties pursuant to paragraph 6.21.1 of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph 6.21.4 of this Condition.

6.21.3 The performance of the Contract shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph 6.21.2 of this Condition.

6.21.4 The procedure for mediation and consequential provisions relating to mediation are as follows:

- i. a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon the identity of the Mediator within 14 days after a request by one Party to the other (provided that there remains agreement for mediation), or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either party that he is unable or unwilling to act, request a neutral body to appoint a Mediator;
- ii. the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from a neutral body to provide guidance on a suitable procedure;
- iii. unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
- iv. if the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Contracting Authority and the Contractor;

- v. failing agreement, either of the parties may invite a Mediator to provide a nonbinding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties;
- vi. if the parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

6.22 Corrupt Gifts and Payments of Commission

6.22.1 The Contractor shall not:

- i. offer or give, or agree to give, to any person employed by or on behalf of the Contracting Authority any gift or consideration of any kind as an inducement or reward for doing or having done or not doing any act in relation to the obtaining or execution of this or any other contract with the Contracting Authority or for showing or for not showing favour or dis-favour to any person in relation to this or any other contract with the Contracting Authority;
- ii. enter into the Contract or any other contract with the Contracting Authority in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to any person duly authorised by the Contracting Authority to act as its representative for the purpose of this condition.

6.22.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without his knowledge) or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under Montserrat Law in relation to this or any other contract with the Contracting Authority shall entitle the Contracting Authority to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination and the amount of the value of any such gift, consideration or commission as the Contracting Authority shall think fit.

6.22.3 Where the Contract has been determined under paragraph 6.22.2 of this Condition, the powers given by paragraph 6.14.5 of Condition 6.14 shall apply as if there had been a failure to commence the work.

6.22.4 In any dispute, difference or question arising in respect of:

- i. the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph 6.22.3 of this Condition in respect of any loss resulting from such determination of the Contract); or
- ii. the right of the Contracting Authority to determine the Contract; or
- iii. the amount or value of any gift, consideration or commission;
- iv. the decision of the Contracting Authority shall be final and conclusive.

6.23 Special Provisions

6.23.1 In the case of any conflict or inconsistency between these general Conditions and any conditions contained within the Contract, the latter conditions shall prevail.

6.24 Conflict of Interest

6.24.1 The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Contracting Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Contracting Authority may reasonably require.

6.24.2 Where the Contracting Authority is of the opinion that the conflict of interest notified to it under paragraph 7.24.1 above is capable of being avoided or removed, the Contracting Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and

i: if the Contractor fails to comply with the Contracting Authority requirements in this respect; or

ii: if, in the opinion of the Contracting Authority, compliance does not avoid or remove the conflict, the Contracting Authority may determine the Contract and recover from the Contractor the amount of any loss resulting from such determination.

6.24.3 Where the Contracting Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Contracting Authority may determine the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such determination.

6.25 Copyright and Property Information and Equipment

- 6.25.1** Subject to any prior rights and to the rights of third parties, copyright and every other property right in all reports, documents and things produced under the Contract shall be vested as to copyright in the Contracting Authority and as to every other property right in the Contracting Authority, and the Contractor warrants to the Contracting Authority that all staff are and will be engaged in relation to the Contract on terms which do not entitle any of them to copyright or any other such right in any such report, document and thing. The Contractor hereby assigns copyright in every such report, document and thing to the Contracting Authority for the full period of copyright therein and all renewals and extensions and agrees to each shall carry a copyright legend in the following form: "(C) Copyright 2017" "Applications for reproduction should be made to the Contracting Authority ". All moral rights relating to the work under the Contract are hereby waived by the Contractor.
- 6.25.2** Any information collected pursuant to the Contract (excluding any information which in the opinion of the Contracting Authority is confidential to the Contractor or which has been communicated to the Contractor under a condition that it shall be confidential to the Contractor) shall be the property of the Contracting Authority, and all original documents in whatever form which contain that information, including any computer tape or disk, any voice recording and any special computer program written to give access to the information, shall on request be deposited with the Contracting Authority.
- 6.25.3** Nothing in the Contract or done under the Contract shall be taken to diminish any copyright or rights to any other intellectual or industrial property which would apart from this Contract vest in the Contracting Authority.
- 6.25.4** Without prejudice to the generality of the foregoing, there shall be vested in the Contracting Authority all copyright, patent rights and rights to other intellectual or industrial property in or over any information, specification, plan, drawing, pattern, sample or other thing supplied by the Contracting Authority, or any Government Department, to the Contractor in relation to the Contract or in and over anything made or derived from or arising out of any such information, specification, plan, drawing, sample or other thing.
- 6.25.5** Any right of use in or over property (including any copyright or licence to use copyright material and also including intellectual property rights of all kinds) which is acquired by the Contractor or by his staff pursuant to or for the purposes of the Contract, and whether acquired by transfer, assignment, licence, sub-licence, grant or by any other means whatsoever, and the costs of acquisition of which are to be reimbursed to the Contractor by the Contracting Authority shall be acquired by the Contractor upon terms which will enable it upon request by the Contracting Authority to perform at the Contractor's expense all acts and to execute all documents necessary to vest such rights of use in the Contracting

Authority to the full extent enjoyed by the Contractor without need for any or other permission, authorisation or consent.

6.25.6 If the cost of any equipment is reimbursed to the Contractor such equipment shall be the property of the Contracting Authority and shall on request be delivered to the Contracting Authority. The Contractor will keep a proper inventory of such equipment and will deliver that inventory to the Contracting Authority on request and on completion of all work under the Contract.

6.26 Force Majeure

6.26.1 For the purposes of the Contract "Force Majeure" shall include but not be limited to the following:

i: war, civil war, riots, revolution;

ii: natural disasters such as earthquakes, tidal waves and floods;

iii: explosions and fires; or

iv: strikes and labour disputes of all kinds; provided always that any act, event, omission, occurrence or non-occurrence will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

6.26.2 Neither the Contractor nor the Contracting Authority shall in any circumstances be liable to the other for any loss of any kind whatsoever by reason of any failure or delay in the performance of its obligations hereunder to the extent resulting from a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations here under for the duration of such Force Majeure event.

6.26.3 If any of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part, it shall forthwith notify the others by the most expeditious method then available and shall inform the others of the period which it is estimated that such failure or delay shall continue.

6.27 No Partnership

6.27.1 Nothing in the Contract and no action taken by the parties under the Contract shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party a partner, agent or legal representative of the other.

6.28 Rights of Third Parties

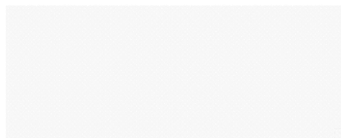
6.28.1 The Contract does not in any way whatsoever entitle a person who is not a party to the Contract (including, without any limitation, any employee, officer, agent, representative, or subcontractor of either the Contracting Authority or the Contractor) to enforce any term of the Contract, which expressly, or by implication, confers a benefit on him pursuant to any Montserrat Rights of Third Parties Legislation or in its' absence, consideration to the United Kingdom Contract (Rights of Third Parties) Act 1999, without prior agreement in writing of both parties.

6.29 Language

6.29.1 This Contract shall be signed in English, 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.

6.30 Law

6.30.1 The Contract shall be considered as a contract made in Montserrat and shall be governed by, and construed in accordance with the provision of Montserrat Law.



FORM GM01 PRICING SCHEDULE

ECONOMIC GROWTH STRATEGY

May 2017

Note.1: All costs are to be inclusive of all charges associated with the service provision, detailed in the Invitation to Tender CT/PROC/003, including travel & subsistence. All charges must be provided in ECD\$. Any charges omitted from this Price Schedule GM01 will not be considered.

Note.2: The Day Rate in Column 2, is made up of 8 working hours. This does not include travel or breaks.

Note.3: Tenderers must ensure that the declaration by tenderer is signed by the appropriate authorised / delegated person

Note.4: VAT. Companies not registered to trade in Montserrat are subject to a 20% Government Tax, and they must complete column 8. For any tax liabilities in the country you are registered to trade in, you must complete column 9. Any known Tax exemptions, e.g. through a bilateral tax agreement with GoM, should be omitted from column 9.

PLEASE PROVIDE THE COST OF EACH PHASE OF THE
PROJECT IN YOUR SUBMISSION

COST BREAKDOWN

COST OF INCEPTION PHASE	<u>XCD</u>
COST OF MAIN PHASE	<u>XCD</u>
OVERALL COST OF SERVICE	<u>XCD</u>
20% TAX	<u>XCD</u>
COST OF SERVICE INCLUSIVE OF 20% TAX	<u>XCD</u>
OTHER EXPENSES	<u>XCD</u>
REIMBURSABLES/TRAVEL/SUBSISTENCE	<u>XCD</u>
GRAND TOTAL	<u>XCD</u>

Form GM01
Pricing Schedule

		Government Of Montserrat Reference:		CT/PROC/003 (ECONOMIC GROWTH STRATEGY)						
		Tenderers Name:								
CATEGORY & SERVICE										
1	ECONOMIC GROWTH STRATEGY									
i:	Price for Inception and Main Phase	1	2	3	4	5	6	7	8	9



Invitation to Tender - Economic Growth Strategy

CONSULTANT / GRADE		Rate Per Hour XCD\$ <i>(excluding VAT)</i>	Total Hours to be Committed	Rate Per Day XCD\$ <i>(excluding VAT)</i>	Total Days to be Committed	Hourly Total XCD\$(Exc VAT) <i>(column 1 x column 3)</i>	Daily Total XCD\$(Exc VAT) <i>(column 2 x column 3)</i>	Total XCD\$	% GoM TAX 20% XCD\$	Total incl. of Tax XCD\$
A	Partner/Director/Vice President									
B	Senior Consultant									
C	Senior Manager									
D	Manager									
E	Managing Consultant									
F	Principal Consultant									
G	Consultant									
H	Consultant Analysts									



Invitation to Tender - Economic Growth Strategy

I	Associate Consultant									
J	Analyst									
K	Project Manager/Leader									
L	Secretariat/Admin									
M	Other (Please State)									
	TOTAL for Each Phase									

COMMERCIAL IN CONFIDENCE

Any charges omitted from this Price **Note.1:** All costs are to be inclusive of all charges associated with Schedule GM01 will not be considered the service provision, detailed in the Invitation to Tender CT/PR OC/003, including travel & subsistence. All charges must be provided in ECD\$.

Note.2: The Day Rate in Column 3, is made up of 8 working hours. This does not include travel or breaks.

Note.3: Tenderers must ensure that the declaration by tenderer is signed by the appropriate authorised / delegated person

Note.4: VAT. Companies not registered to trade in Montserrat are subject to a 20% Government Tax, and they must complete column 8. For any tax liabilities in the country you are registered to trade in, you must complete column 9. Any known Tax exemptions, e.g. through a bilateral tax agreement with GoM, should be omitted from column 9.



GOVERNMENT OF MONTSERRAT
TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

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

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

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

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

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

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

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

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

SIGNATURE..... IN CAPACITY OF

DATE.....

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

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE No..... FAX No