



OFFICE OF THE DEPUTY GOVERNOR

#3 Farara Plaza
Brades
Montserrat, West Indies

Tel: 1-664-491-6524

Fax: 1-664-491-9751

Email: odg@gov.ms

16th November 2017

Dear Sir/Madam

**Ref: Tender for Workforce Strategy and Plan Technical
Consultancy (WS&PTC)**

You are invited to submit a Tender for the above named project. Tender documents can be accessed by visiting the two websites below;

- **Electronic tender documents can be downloaded and submitted via the Mytender Portal at <https://www.mytenders.co.uk/>**
- **Hard copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>**

The tender dossier consists of the following documents;

1. Invitation Letter
2. Instruction to Tenderers
3. Evaluation Criteria
4. Form of Tender
5. Agreement (Service contract)
6. Schedule A –Terms of Reference
7. Deliverables Performance Reporting Appendix 1.
8. Schedule B - Service and Cost proposal
9. Anti-Collusion Statement


Please read Instructions to Tenderers before completing and submitting tenders, failure to do so may result in tenders being deemed non-compliant and rejected.

Any queries clarifications relating to the tender should be made to;

Mrs. Cheverlyn Williams-Kirnon by email at;
williamsc@gov.ms or via the electronic procurement portal
<https://www.mytenders.co.uk/> no later than 2.00pm on 27th November 2017.

Tenders are to be received no later than 2:00 p.m. on 06th December 2017.

Yours sincerely



.....

.....
Mrs. Cheverlyn Williams-Kirnon
Director, ODG/Empowering Excellence Programme (EEP) Manager
Office of the Deputy Governor

Instructions to Tenderers

Submitting a Tender

There are two options for submitting a tender

- **Electronic tender submissions can be uploaded via the Mytender Portal at <https://www.mytenders.co.uk/>**
If you are intending to make an electronic submission to this tender, please register your interest on mytenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
- **Hard copies can be submitted by hand – Please follow the instructions set out below;**

Submitting a hard copy of your tender

You will need two plain envelopes for the Tender submission
You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

Envelope 1.

Write the name of the project and the address on the envelope as written below;

Tender for Workforce Strategy and Plan Technical Consultancy

**Chairman
Public Procurement Board
Ministry of Finance and Economic Management
Brades
Montserrat.**

Write the name of the bidder (Tenderer, Supplier) on this envelope and put it into another plain envelope (Envelope 2.)

Envelope 2.

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

Tenders are to be delivered to the address below tenderers will be given a receipt:

Tender for Workforce Strategy and Plan Technical Consultancy

**Chairman, Public Procurement Board,
Ministry of Finance and Economic Management,
Brades, Montserrat, MSR1110**

****NB: Envelope 2 must not have the Bidders name on it or any other markings.***

Tax

Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

INVITATION TO TENDER

Notice Type: Open Tender

1. Contracting Authority's Details

1.1 Name and Address

Official Name: Office of the Deputy Governor	
Postal Address: Office of the Deputy Governor #3 Fararra plaza Brades, MSR1110, Montserrat	
For the attention of: Mrs. Cheverlyn Williams- Kirnon	Tel. No.: 1 664 491 6523/24 Fax No: 1 664 491 9751
E-Mail: Williamsc@gov.ms	

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1.2 Address from where the Tender documentation can be obtained

You can obtain the Tender documents by visiting the 2 websites below;

- Electronic tender documents can be downloaded and submitted via the Mytender Portal at <https://www.mytenders.co.uk/>
- Hard copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>

1.3 Address to where Tenders must be sent

For the Attention of;

**Chairman, Public Procurement Board,
Ministry of Finance and Economic Management, Brades, Montserrat, MSR1110**

2. Contract Details

2.1 Tender for Workforce Strategy and Plan Technical Consultancy (WS&PTC)

3. Tender Timetable

The timetable may be subject to change and any changes will be notified to bidders as soon as it is practicable.

Action	Dates
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Issue Invitation to Tender Notice	16th November 2017
Submissions of clarification Questions	27th November 2017, no later than 2.00pm.
Submission of Tenders	06th December 2017, no later than 2.00pm.
Contract Award	December 2017

NB: All questions/clarifications must be submitted through Mytender at <https://www.mytenders.co.uk/> or alternatively in writing via email to Mrs. Cheverlyn Williams-Kirnon williamsc@gov.ms

Please note that all questions and answers will be circulated to all tenderers that register their interest on the myTenders procurement portal

5. Evaluation Criteria

Evaluation Criteria	Scoring
Quality	
<p><u>Qualifications</u> You will be required to provide evidence as part of your submission</p> <ol style="list-style-type: none"> 1. Post graduate qualifications in Human Resource Management/Administration or Public Sector Management or related field. 2. CIPD/SHRM Certificate <p><i>(5 points)</i></p>	5%
<p><u>Experience, knowledge and skills</u></p> <p>Please provide responses to the criteria below with clear examples of similar contracts you have worked on;</p> <ol style="list-style-type: none"> 3. Ten years' management or consultant experience in this specialist area or any 	45%

combination of education, training and experience that demonstrates the ability to perform the duties of the consultant. (10 points)

4. Experience in developing and implementing Workforce strategies. (5 points)

Knowledge and Skills

5. A wide knowledge of principles and practices of human resource and change management. (5 points)

6. Good working knowledge of the Public Service and especially Public Administration across the region and international best practices. (5 points)

7. Sound knowledge and understanding of HRM functions (including talent management, workforce planning and analytics, organizational design, Benchmarking, human resources effectiveness, leadership development, performance management, talent assessment and succession planning, benchmarking. (5 points)

8. Considerable expertise in the design and delivery of consulting solutions in the areas of organizational, HR and learning development,

<p>analytics and forecasting/modeling.</p> <p>(5 points)</p> <p>9. Ability to convey ideas clearly in an oral and written manner, both one-on-one and in small groups. (5 points)</p> <p>10. Proven track record in working successfully as a team member, and of team leadership. (5 points)</p>	
<p><u>Project Plan</u> Please provide a project plan on the key deliverables (5 points)</p>	5%
<p><u>References</u> 11. Please provide 2 Satisfactory Independent Written References – including full contact details (5 points)</p>	5%
<p>Price/cost (40 points)</p>	40%
<p><u>Total points available (100 points)</u></p>	<u>100%</u>

6. Cost

Please note that an appointment is not guaranteed to any of the respondents and any costs incurred are at the sole expense of the applicant.

FORM OF TENDER

**Director, ODG/EEP Programme Manager
Office of the Deputy Governor
#3 Farrara Plaza
Brades, MSR1110,
Montserrat**

Dear Madam,

**Re: Tender for Workforce Strategy and Plan Technical
Consultancy (WS&PTC)**

I/We the undersigned undertake to provide services in accordance with the Constructions Management Agreement for the sum of:

EC\$.....

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

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

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

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

Name:.....

Signed:.....

Address:.....
.....

Tel #.....

Fax #.....

Email Address.....

Date.....

Tender Return Checklist

Project Title: Tender for Workforce Strategy and Plan Technical Consultancy

Date Tender Advertised: Wednesday 16th November 2017

Date for clarifications: Monday 27th November 2017 no later than 2.00pm.

Tender Deadline Date: Wednesday 06th December 2017.

Tender Deadline Time: 2:00 p.m.

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

- Signed Form of Tender
- Details of Academic and Professional Qualifications (please provide evidence)
- Curriculum Vitae
- Proof of Similar Works Undertaken in the last 5 years
- Two (2) independent written references including contact details
- Schedule B completed Cost and Scope of Service Proposal
- Outline Project Plan against deliverables
- Signed Anti - Collusion Certificate
- Tax Compliance Certificate (if locally based)

Dated

Signed

Service Contract

This Agreement (“the Agreement”) effective as of.....day of..... 2017 is by and between....., an entity having a mailing address of (“ Workforce Strategy and Plan Technical Consultancy” or (“WS&PTC”), and the Office of the Deputy Governor (ODG) , having a mailing address of **#3 Farara Plaza, Brades, Montserrat, West Indies.**

RECITALS:

WHEREAS, the Office of the Deputy Governor (ODG) desires to retain the Work Force Strategy & Plan Technical Consultancy (WS&PTC) to provide services and to undertake the objectives set out in Schedule “A; and

WHEREAS, the WS&PTC desires to perform such services as described in this Agreement.

NOW, THEREFORE, the ODG and the WS&PTC hereby agree as follows:

1. WORKFORCE STRATEGY AND PLAN TECHNICAL CONSULTANCY (WS&PTC) REPRESENTATIONS

The WS&PTC represents that it is fully experienced and properly qualified to perform the Services as provided under this Agreement as set out in Schedule “A” and that it is, and will remain for the duration of this Agreement, properly permitted, licensed, equipped, organized and financed to perform such Services.

2. INDEPENDENT CONTRACTOR

Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by the ODG, in performing the Services and incurring expenses under this Agreement, the WS&PTC shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of the ODG. As an independent contractor, the WS&PTC shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the WS&PTC’s personnel engaged in the performance of the Services.

3. ASSIGNMENT

The WS&PTC shall not assign any of its rights, interests or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of the ODG. Any subcontract or Assignment shall be subject to all terms of this Agreement. The ODG shall have the right to assign this

Agreement to a third party upon notice to the WS&PTC .

4. COMPENSATION AND PAYMENT

For satisfactory performance of the Services, or as may be modified by mutual agreement, the ODG agrees to compensate the WS&PTC an amount not to exceed inclusive of reimbursable expenses, as set forth in Schedule "B" attached hereto.

5. CONFIDENTIALITY

(a) For purposes of this Clause:

- (1) The term "Confidential Information" as used herein means all material and information, whether written or oral, received by the WS&PTC from or through the ODG or any other person connected with the Project, or developed or otherwise received or obtained by the WS&PTC in connection with the Project or the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports and other documents, in draft or final form, including any documentation or data relating to the results of investigations, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.
- (2) The term "WS&PTC" as used herein includes all officers, directors, employees, agents, representatives and sub-consultants of the WS&PTC.

The WS&PTC shall mark all Confidential Information as "Privileged and Confidential" and keep all Confidential Information in a secure location within the WS&PTC's offices. The ODG shall have the right, but not the obligation, to enter the WS&PTC's offices in order to inspect the arrangements of the WS&PTC for keeping the Confidential Information secure. No inspection by the ODG shall relieve the WS&PTC of the responsibility for the performance of its obligations hereunder.

- (b)** The WS&PTC shall hold the Confidential Information in trust and confidence, shall not disclose the Confidential Information or any portion thereof to any third party without the prior written consent of the ODG, and shall not use the Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under the Agreement.
- (c)** The WS&PTC shall notify the ODG immediately upon receipt by the WS&PTC of any request for Confidential Information. The WS&PTC is not prohibited by this Clause from disclosing portions of the Confidential Information if, and to the extent that, such portions have become generally available to the public other than by an act or omission of the WS&PTC or any of its subcontractors, or disclosure of such portions is required by subpoena, warrant or court order; PROVIDED, however, that in the event that any

third party, including but not limited to a governmental employee, officer or entity, requests all or a portion of the Confidential Information, the WS&PTC shall oppose such request and cooperate with the ODG in obtaining a protective order or other appropriate remedy unless and until the ODG in writing –

- (i) waives compliance with the provisions of this Clause; or
 - (ii) determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the ODG waives compliance with this Clause or determines disclosure is legally required, the WS&PTC shall disclose only such portions of the Confidential Information that, in the opinion of the ODG, it is legally required to disclose, and the WS&PTC shall use its best efforts to obtain from the party to whom the Confidential Information is disclosed written assurance that confidential treatment will be accorded to such portions of the Confidential Information as are disclosed.
- (d) To the extent the copies of documentary Confidential Information are authorized by the ODG to be retained by the WS&PTC they shall be retained in a secure location in the WS&PTC's office for a period of seven (7) years after completion of the Services or termination of this Agreement, and thereafter, disposed of at the ODG's direction.

6. ODG'S OWNERSHIP OF DOCUMENTS

Notwithstanding any other provision herein to the contrary:

- (a) Without payment of additional compensation to the WS&PTC, any documents prepared by the WS&PTC for this Project shall become the ODG's property upon completion, cancellation, suspension or termination of the Services or this Agreement and upon payment of all sums due to the WS&PTC for work properly performed. Reproducible copies of the original documents shall be turned over to the ODG at that time in a format reasonably acceptable to the ODG.
- (b) Reuse of any of these documents by the ODG shall be at the ODG's risk.

The WS&PTC shall be permitted to retain copies, including reproducible copies, of any or all documents for such use as it may require, except that use of any document without substantial modification shall be attributed to the ODG and shall have the ODG's prior written consent. Any such re-use by the WS&PTC shall be at its own risk.

To the extent that the ODG has paid for the WS&PTC's Services under this Agreement, the WS&PTC hereby grants to the ODG a non-exclusive, perpetual, royalty-free license to the intellectual property embodied in the documents prepared by the WS&PTC in connection with the Project. The ODG may make any changes, additions, and deletions thereto, all without further permission or consent of the WS&PTC, although the WS&PTC shall not be liable to the ODG or any third party as a result of any such changes, additions, or deletions. The ODG agrees to indemnify, defend and hold harmless the WS&PTC from and against any damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of any such changes, additions or deletions by the ODG.

7. INDEMNIFICATION

The WS&PTC agrees to indemnify, defend and hold harmless the ODG, against any and all claims, losses, damages, liabilities, costs or expenses (including, without limitation, attorney's fees and costs of litigation and or settlement, whether incurred as a result of a claim by a third party or an indemnity hereunder) arising out of the Services performed pursuant to this Agreement, except to the extent arising out of the negligence or willful misconduct of the Indemnified Party that is seeking to be indemnified.

8. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

In the case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, the WS&PTC shall submit the matter immediately to the ODG for clarification. Any Services affected by such conflicts, discrepancies, errors or omissions which are performed by the WS&PTC prior to clarification by the ODG shall be at the WS&PTC's risk.

9. RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the WS&PTC's responsibility to correct, in a timely fashion and at the WS&PTC's sole expense, any deficiencies in its Services resulting from the WS&PTC's failure to act in accordance with the Standard of Care, provided such deficiencies are reported to WS&PTC within one hundred twenty (120) days after completion of the Services, i.e., on expiry of the Defects Liability Period.

10. TERMINATION

The ODG may, by written notice to the WS&PTC effective upon receipt, terminate this Agreement in whole or in part at any time (subject to the provisions of Clause 16 of this Agreement), either for the ODG's convenience or for the default of the WS&PTC, provided, however, that such termination shall not relieve the ODG of its obligation to pay charges justly due to the WS&PTC or Services properly performed and expenses properly incurred prior to such termination. Upon termination, the WS&PTC shall deliver to the ODG all documents required to be delivered pursuant to Clauses 6 and 7.

11. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. Neither the WS&PTC's financial inability to perform nor an event which could have been prevented had the WS&PTC acted in accordance with the Standard of Care shall be deemed to be an event of Force Majeure.

12. WAIVER

The failure of the ODG to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of the ODG at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived by the ODG unless such waiver is explicitly given in writing by the ODG. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

13. GOVERNING LAW

This Agreement shall be governed by the laws of Montserrat, without regard to its conflict of law's provisions.

14. ENTIRE AGREEMENT AND SEVERABILITY

The rights and obligations of the parties, and their respective agents, successors and assignees hereunder shall be subject to and governed by this Agreement, including Schedules "A", "B", which supersedes any other understandings or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

15. DISPUTE RESOLUTION

(a) Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be subject to good faith negotiation and/or mediation as a condition precedent to binding dispute resolution. The ODG and the WS&PTC will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof by negotiations between representatives of each party who have authority to settle the controversy. The disputing party shall give the other party written notice of the dispute, which notice shall include a general description of the dispute, and the name and title of the individual who will represent that party. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days after the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

(b) If good faith negotiations are not successful, the parties shall endeavor to resolve their disputes by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

If binding dispute resolution is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the mediators (s) and agree upon a schedule for later proceedings.

(c) If the dispute has not been settled within 45 calendar days after the date of the disputing party's notice under Clause 15 (a) above, any lawsuit or proceeding regarding or relating to an unresolved dispute between the parties, regardless of whether there are other parties to the dispute, shall be commenced and filed in Montserrat.

(d) The WS&PTC shall and shall cause its sub consultants, if any, to continue full performance under this Agreement pending the above claim resolution procedures and the ensuing litigation proceedings, if any, unless and until either ODG the WS&PTC terminates this Agreement or the Final Completion Date occurs.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be deemed effective as of the date first written above.

Workforce Strategy and Plan Technical Consultancy (WS&PTC) :

.....

By: _____

Printed Name: _____

Title: _____

Dated: _____, 201_

Office of the Deputy Governor:

By: _____

Printed Name: _____

Title: _____

Dated: _____, 201_

Schedule A

Terms of Reference

Background/Context

The Government of Montserrat through its Sustainable Development Plan (SDP) 2008-2020 has outlined as key factors: The National Vision and its thirteen Pillars; the Core Values; the Strategic Goals and the National Outcomes. The National Vision being that of *'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 fulfill their hopes in a truly democratic and God-fearing society'*. The Strategic Goal which speaks to Economic Management and Human Development would provide an environment that fosters prudent economic management, sustained growth, a diversified economy and the generation of employment opportunities. It would also enhance human development and improve the quality of life for all people on Montserrat.

In Montserrat, half the working age population works in the public service, which generates 70% of economic growth. Thus, Montserrat's economic growth and the wellbeing of its population depend largely on a well-planned, well managed and effectively delivering public workforce, and on how well that workforce manages the private sector activities it contracts. In turn, the degree to which the public service delivers is determined by the quality of its human resources and the quality of its management of its human resources.

Yet, at present in Montserrat, this important task is guided only through administration of existing law and regulations: there does not exist a comprehensive workforce strategy and plan that sets out how the government will shape the future of the Civil Service workforce in order to achieve its SDP 2008-2020 Vision and Strategic Goals.

Recent changes in human resource management theory and practice, in technology, and changes in Montserrat's physical environment, its demography, and the evolution of its development needs need to be taken into account in how the Government positions its workforce and develops and manages its human resources. How Montserrat recruits, rewards, maintains, leads and develops its workforce, the circumstances where it 'grows its own' expertise or buys it in - and how this is linked to the wider Montserrat, regional and global environment will be key determinants in the appropriateness, effectiveness and fitness-for-purpose of the Montserrat public service. A Comprehensive Workforce Strategy, examining these elements and the implication for policy and strategy will be a fundamental element of Montserrat's economic, social and development strategies.

Purpose:

The purpose of engaging a Workforce Strategy and Plan Technical Consultancy (WS&PTC) to consult, draft and design the GoM Workforce Strategy and Plan is to provide focus and direction to Human Resources Management (HRM) strategy and delivery, but also to fill a gap in Montserrat's sustainable development strategies.

Workforce Planning is an integral part of the human capital planning process and its intent is to ensure that organizations have the resources necessary to meet mission requirements and program priorities across Government. To achieve this intent, organizations must first identify and understand those mission requirements and program priorities; typically, through Strategic Planning. These goals and objectives not only provide the basis for determining necessary financial resources, but they also provide the basis for determining other workforce needs over time. Most importantly, strategic human resource management allows governments to align their workforce with their goals. It enables governments to have the right number of people with the right skills at the right place, at the right time. Such practices help governments increase efficiency, responsiveness and quality in service delivery.

Goal:

To consult and develop a strategy and plan to address the gaps between the Montserrat's public service workforce of today and it's medium to long term human capital needs.

Effective workforce planning enables an organization to identify and overcome internal and external barriers to accomplishing strategic workforce goals. Some workforce goals are as follows:

- Reduce turnover in 'core' positions.
- Enhance recruitment and retention to support economic growth and sustainability.
- Prepare for retirement of managers, senior leadership, and key technical experts to promote efficient succession planning.
- Redeploy and retrain staff to support decentralized management and key programme initiatives.
- Enhance employee performance management to support new Ministry/department program goals.
- Develop Management Information System which generates up to date data on all aspects of the Organization workforce. This available information from point to Boardroom will be a valuable resource which aids decision makers in achieving goals, improving efficiency and generally provide the capability to more effectively plan.

Summary/Objective of this Position

The WS&PTC will support Government of Montserrat and its HRM Transformation Initiative: Empowering Peoples' Excellence through HR Transformation. This consultancy would perform professional and specialist assessment to gauge the Montserrat context (history, demography, regional and international workforce environment, skill base, etc.), Ministries'/Departments' strategic objectives and outcomes; workforce issues; workforce objectives. On the basis of this assessment and consultation with key stakeholders prepare an overarching workforce strategy and action plan.

Scope of work include the following:

1. Research and Assessment– collect, analyse and report on key data, strategies and policies influencing the Montserrat public service's operation, performance and delivery.
2. Workforce Strategy – based on assessment and wide consultation, propose practical medium to long term goals and strategies to support the development of a public workforce that can align Montserrat's workforce with its strategic development goals.
3. Communicate and monitor – ensure that the Workforce Strategy has a Communications and monitoring plan as part of its Action Plan.
4. Benchmark existing and forecast positions within the organization to discover what is the best performance being achieved, identify gaps in the organization processes and create superior performance.

General Functions

1. Undertake and contribute to the design and delivery of workforce planning and development services to meet customer needs focusing on: Strategic workforce planning and practices, leadership and human resources management, support the internal human resource functions through practical support, advice and reviewing human resource processes
2. Performs stakeholder focused desk reviews of key HR Management and leadership processes and practices, identify barriers to recruitment and retention; learning and development; succession planning; talent management; performance management and develop solutions.
3. Conduct needs assessments, to ascertain continuous shaping and structuring of the workforce to ensure sufficient and sustainable capacity to deliver organizational objectives now and into the future.

4. Identify opportunities for efficiencies in work processes and innovative approaches to completing the work force plan.
5. Conduct relevant research of various GoM Ministries/Departments Strategic and Operational Plans, data analysis, and create reports.
6. Draft and present a comprehensive GoM Workforce Strategy and Action Plan

Deliverables:

1. Inception Report, Work Plan and Consultation Strategy:
2. Report on desk review of documents and information related to previous work force initiatives in the Montserrat public sector, and feedback and assessment from stakeholder's consultations conducted previously.
3. A communication strategy which addresses approaches to communication, consultation and negotiation and engagement with all stakeholders
4. First Draft of Workforce Strategy and Action Plan.
5. Final version of Work Force Strategy and Action Plan incorporating amendments indicated and agreed based on the first draft.
6. An up to date HRIS System and Terms of Reference/Job Descriptions which targets and clearly aligns to Organization's goals.

Supervisory Responsibility

Reports to the Honorable Deputy Governor who will supervise the initiative on behalf of the Government of Montserrat as the head of the Montserrat Public Service.

Position Type/Expected Hours of Work

This is an engagement for up to (90) billable days over a period of 4 months

Engagement & Honorarium: The Workforce Strategy and Plan Technical Consultancy

The WS&PTC s required to complete the deliverables within four (4) months.

The total cost of the project must not exceed EC\$ 122,260.00

Required Education and Experience

12. Post graduate qualifications in Human Resource Management/Administration or Public Sector Management or related field
13. CIPD/SHRM Certification

14. Ten years' management or consultant experience in this specialist area or any combination of education, training and experience that demonstrates the ability to perform the duties of the consultant.
15. Experience in developing and implementing Workforce strategies

Additional Eligibility Competencies

1. A wide knowledge of principles and practices of human resource and change management.
2. Good working knowledge of the Public Service and especially Public Administration across the region and international best practices.
3. Sound knowledge and understanding of HRM functions (including talent management, workforce planning and analytics, organizational design, human resources effectiveness, leadership development, performance management, talent assessment and succession planning, benchmarking, etc.)
4. Considerable expertise in the design and delivery of consulting solutions in the areas of organizational, HR and learning development, analytics and forecasting/modelling.
5. Ability to convey ideas clearly in an oral and written manner, both one-on-one and in small groups.
6. Proven track record in working successfully as a team member

Other Duties

Please note these Terms of Reference are not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the consultancy. Duties, responsibilities and activities may change at any time with or without notice according to the needs of the initiative.

APPENDIX 1.

Performance Reporting Requirements

NB*This report must be submitted within 10 working days of the commencement of the project.

Deliverables: Performance Report Appendix 1.

Output/Deliverables/Functions	Performance Indicators/Description/Reports	Timelines
<p>1. Inception Report, Work Plan and Consultation Strategy:</p>	<p>Key issues to be addressed within the scope of the assignment and any issues related to the availability of information and required resources. Consultancy Work Plan in Table format which includes tasks, duration, start and finish dates and resources. This report must be submitted within 10 working days of the commencement of the project.</p>	
<p>2. Report on desk review of documents and information related to previous work force initiatives in the Montserrat public sector, and feedback and assessment from stakeholder consultations conducted previously.</p>	<p>This report should include the following:</p> <p>A listing of the documentation examined and reviewed, inclusive of their origins and authorship.</p> <p>An assessment of the relevance, usefulness and appropriateness of the existing documentation and information examined.</p> <p>Presentation and analysis of internal work force planning strategic and operational initiatives and identification of possible best practices.</p> <p>Feedback reports from stakeholder consultations.</p>	
<p>3. A Communication Strategy which addresses approaches to communication, consultation and negotiation and engagement with all stakeholders.</p>	<p>This report should be submitted within 25 working days of submission of the Inception Report</p>	
<p>4. First Draft of Workforce Strategy and Action Plan</p>	<p>This draft should include the following areas:</p> <ul style="list-style-type: none"> • A philosophy which is to guide all aspects of workforce planning in 	

Output/Deliverables/Functions	Performance Indicators/Description/Reports	Timelines
	<p>terms of how employees are attracted, recruited and retained; learning and development; succession planning; talent management; leadership and development and Performance Management.</p> <ul style="list-style-type: none"> • Policies, regulations and procedures relating to the handling of staff matters arising out of organizational reviews in the public sector. • Relevant protocols and consultation procedures. • HR related guidelines for the handling of learning and development; succession planning; performance management; recruitment and retention and talent management. • A template for a Workforce Action plan outlining all the necessary steps and activities, resources and monitoring mechanisms. • Mechanisms and structures to be established in entities to lead and manage organizational change initiatives. • The framework for a communication plan and strategy. • Preparation of managers to manage and lead change initiatives. <p>The first draft is to be completed and submitted within 20 days of the submission of the Communication strategy.</p>	
<p>5. Final version of Work Force Strategy and Action Plan incorporating amendments indicated and agreed based on the first draft.</p>	<p>A comprehensive GoM Workforce Strategy and Action Plan completed and submitted within 30 days of the submission of the First draft of the Work Force Strategy and Action Plan.</p>	

Schedule B Cost Proposal

Please complete fully and return with Tender submission
Failure to provide the information in your tender submission may lead to your tender being disqualified.

The Workforce Strategy and Plan Technical Consultant is required to complete the project within four (4) months and the total project costs must not exceed EC\$122,260.00

TAX

Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% withholding Tax deduction from the gross amount.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

Key Deliverables	Day Rate	Number of days	Total cost	Elapsed time for completion
1. Inception Report, Work Plan and Consultation Strategy:				
2. Report on desk review of documents and information related to previous work force initiatives in the Montserrat public sector, and feedback and assessment from stakeholders consultations conducted previously.				
3. A communication strategy which addresses approaches to communication, consultation and negotiation and engagement with all stakeholders				
4. First Draft of Workforce Strategy and Action Plan.				
5. Final version of Work Force Strategy and Action Plan incorporating amendments indicated and agreed based on the first draft.				
6. An up to date HRIS System and Terms Of Reference/Job Descriptions which targets and clearly aligns to Organization's goals.				
Totals				

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 COUWS&PTC 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.....2017

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