



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

30th April 2018

Dear Sir/Madam

Ref: Tender for Job Evaluation and Pay Review Technical Consultancy (JE&PRTC)

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 12: 00 noon Thursday 3rd May 2018.

Tenders are to be received no later than 12:00 midday/noon on Wednesday 9th May 2018.

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.

Follow the steps written below:

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

**Supplier Name (Your company name)
Tender for Job Evaluation and Pay Review Technical
Consultancy (JE&PRTC)
The Chairman, Public Procurement Board,
Ministry of Finance & Economic Management, P O Box 292, Brades, Montserrat**

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

Envelope 2

Continue following the steps below:

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

**Tender for Job Evaluation and Pay Review Technical
Consultancy (JE&PRTC)
The Chairman, Public Procurement Board,
Ministry of Finance & Economic Management, P O Box 292, Brades, Montserrat**

****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 Professional Fees 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:
E-Mail: williamsc@gov.ms	

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,

2. Contract Details

2.1 Tender for Job Evaluation & Pay Review Technical Consultancy (JE&PRTC)

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
Issue Invitation to Tender Notice	30 th April 2018
Submissions of clarification Questions	3 rd May 2018, no later than 12.00 midday/noon.
Submission of Tenders	9 th May 2018, no later than 12.00 midday/noon.
Contract Award	May 2018

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

Quality Evaluation (60% of total evaluation)

Quality will be measured upon evaluation of Bidders' responses to the Quality Questionnaire. Each question in the Quality Questionnaire is marked using the following scores:

Scoring - Quality & Sustainability Criteria

Rating of Response	Score
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	9 – 10
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	7 – 8
Satisfactory or Compliant Submission, which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.	5 – 6
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	3 – 4
Un acceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the Contract.	1 – 2
An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question may result in your Tender being rejected and a fail mark awarded. Such questions will be identified within the Tender documents.	0

Weighted quality scores will be calculated by multiplying the average score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

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

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

Method Statement Quality Questions

Project Title Tender for Job Evaluation and Pay Review Technical Consultancy (JE&PRTC)

- Tenderer's Responses should address each of the questions in the sections marked 'Bidders Response'.
- Scores for each question is out of a maximum of 10 points.
- Tenderer's Responses should be **no more than 14 pages. Nothing exceeding past the point of 14 pages will be scored.**

- Where information is provided that addresses more than one question Tenderer's should cross referencing their answers.

Method statement Questions	
Pre-Qualification – Questions 1 – 8 are Pass/Fail criteria questions	
<p>1) Do you have a Master's Degree in Human Resources management, Organizational Development, Public Management or related discipline; Professional membership of Human Resources Organizations such as CIPD and SHRM would be preferable?</p> <p>Score Pass/Fail</p>	
<p>Bidders response - Provide evidence</p>	
<p>2) Do you have at least ten years of relevant experience including five years in a senior position in reputable management consultancy houses or regional/international organisations in the field of public sector reform, human resource management or organizational development?</p> <p>Describe this experience in the box below</p> <p>Score Pass/Fail</p>	
<p>Bidders response</p>	
<p>3) Do you have a minimum of three years' similar assignments in the last five years in small public sector environment?</p> <p>Describe the experience in the box below</p> <p>Score Pass/Fail</p>	
<p>Bidders response –</p>	
<p>4) Do you have good communication skills and Fluent in written and spoken English?</p> <p>Score Pass/Fail</p>	
<p>Bidders response</p> <p>Yes/No (delete as necessary)</p>	
<p>5) Do you have current knowledge of best practices in public sector reform, job evaluation and</p>	

<p>pay review initiatives?</p> <p>Describe the practices you are familiar with in the box below</p> <p>Score Pass/Fail</p>
<p><i>Bidders Response</i></p>
<p>6) Do you have detailed knowledge of current developments, methodologies to including the Hay methodology and other systems of Job Evaluation/Grading and Pay System?</p> <p>Describe the expertise that you have in the box below</p> <p>Score Pass/Fail</p>
<p><i>Bidders response</i></p>
<p>7) Do you have understanding and experience of working internationally across different countries and cultures in human resource management, organizational development theory, methodologies and practices?</p> <p>Describe the expertise that you have in the box below</p> <p>Score Pass/Fail</p>
<p><i>Bidders response</i></p>
<p>8) Do you have solid management experience within different contexts; and/or management consultancy experience?</p> <p>Describe your experience</p> <p>Score Pass/Fail</p>
<p><i>Bidders response</i></p>
<p><u>COMPETENCY BASED QUESTIONS</u></p> <p>In this section the maximum points available for each question is 10. There are 10 questions and the maximum points available is 100 points.</p> <p>The total points will then be weighted out of 60%.</p>
<p>9) How will you ensure that the work is completed in the given timeframe?</p> <p>Describe approach in the box below</p> <p>Score 0-10</p>
<p><i>Bidders Response</i></p>

<p>10) Describe where you think there is scope for innovation with this work?</p> <p>Describe approach in the box below</p> <p>Score 0-10</p> <p><i>Bidders response</i></p>	
<p>11) How will you ensure that you have the appropriate analytical skills available?</p> <p>Describe approach in the box below</p> <p>Score 0-10</p> <p><i>Bidders response</i></p>	
<p>DELIVERABLES</p>	
<p>12) Describe the methodology to be used in undertaking the assignment</p> <p>Describe approach in the box below</p> <p>Score 0-10</p> <p><i>Bidders response</i></p>	
<p>13) How will you consult with various internal groupings/stakeholders to get a better understanding of the best practices and principles as it relates to the assignment?</p> <p>Describe approach in the box below</p> <p>Score 0-10</p> <p><i>Bidders Response</i></p>	
<p>14) How will you benchmark the Job roles and Pay packages for Technical Cooperation Officers.?</p> <p>Describe approach in the box below</p> <p>Score 0-10</p> <p><i>Bidders Response</i></p>	
<p>15) How will you evaluate pay levels for all Officers?</p>	

Describe approach in the box below
Score 0-10
Bidders Response
16) What would you propose be included in the Operational Working Manual?
Describe approach in the box below
Score 0-10
<i>Bidders response</i>
17) How would you engage with stakeholders to prepare and present legal instrument for a Single Public Sector Job Evaluation and Pay Regime?
Describe approach in the box below
Score 0-10
<i>Bidders Response</i>
18) How many full time equivalent consultant days will be provided within your bid price?
<i>Bidders Response</i>

6. Price (40% of total evaluation)

The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the The Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

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 Job Evaluation & Pay Review
Consultancy (JE&PRTC)**

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

US\$.....

(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 Job Evaluation & Pay Review Technical Consultancy

Date Tender re-advertised: Monday, 30th April 2018

Date for clarifications: Thursday 3rd May 2018 no later than 12.00 midday/noon.

Tender Deadline Date: Wednesday 9th May 2018.

Tender Deadline Time: 12:00 p.m. midday/noon.

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

Dated

Signed

Service Contract

This Agreement ("the Agreement") effective as of.....day of..... 2018 is by and between....., an entity having a mailing address of(" Job Evaluation and Pay Review Technical Consultancy" or

("JE&PRTC"), 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 Job Evaluation & Pay Review Consultancy (JE&PRTC) to provide services and to undertake the objectives set out in Schedule "A"; and

WHEREAS, the JE&PRTC desires to perform such services as described in this Agreement.

NOW, THEREFORE, the ODG and the JE&PRTC hereby agree as follows:

1. JOB EVALUATION & PAY REVIEW TECHNICAL CONSULTANCY (JE&PRTC) REPRESENTATIONS

The JE&PRTC 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 JE&PRTC 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 JE&PRTC shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the JE&PRTC 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 JE&PRTC

4. COMPENSATION AND PAYMENT

For satisfactory performance of the Services, or as may be modified by mutual agreement, the ODG agrees to compensate the JE&PRTC 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 **JE&PRTC** from or through the ODG or any other person connected with the Project, or developed or otherwise received or obtained by the **JE&PRTC** 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 "**JE&PRTC**" as used herein includes all officers, directors, employees, agents, representatives and sub-consultants of the **JE&PRTC**.

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

- (b) The **JE&PRTC** 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 **JE&PRTC** shall notify the ODG immediately upon receipt by the **JE&PRTC** of any request for Confidential Information. The **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** shall disclose only such portions of the Confidential Information that, in the opinion of the ODG, it is legally required to disclose, and the **JE&PRTC** 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 **JE&PRTC** they shall be retained in a secure location in the **JE&PRTC** 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 **JE&PRTC**, any documents prepared by the **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** shall be at its own risk.

To the extent that the ODG has paid for the **JE&PRTC** Services under this Agreement, the **JE&PRTC** hereby grants to the ODG a non-exclusive, perpetual, royalty-free license to the intellectual property embodied in the documents prepared by the **JE&PRTC** in connection with the Project. The ODG may make any changes, additions, and deletions thereto, all without further permission or consent of the **JE&PRTC**, although the **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** prior to clarification by the ODG shall be at the **JE&PRTC's** risk.

9. RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the **JE&PRTC's** responsibility to correct, in a timely fashion and at the **JE&PRTC's** sole expense, any deficiencies in its Services resulting from the **JE&PRTC's** failure to act in accordance with the Standard of Care, provided such deficiencies are reported to **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** provided, however, that such termination shall not relieve the ODG of its obligation to pay charges justly due to the **JE&PRTC** or Services properly performed and expenses properly incurred prior to such termination. Upon termination, the **JE&PRTC** 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 **JE&PRTC's** financial inability to perform nor an event, which could have been prevented, had the **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** 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 **JE&PRTC** 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.

**Job Evaluation & Pay Review Technical
Consultancy (JE&PRTC):**

.....

By: _____

Printed Name: _____

Title: _____

Dated: _____, 201_____

Office of the Deputy Governor:

By: _____

Printed Name: _____

Title: _____

Dated: _____, 201_____

Schedule A

Terms of Reference

Background

1. Montserrat lies in the Leeward Islands of the Eastern Caribbean, some 27 miles southwest of Antigua. It has been seriously affected by volcanic activity since 1995 resulting in heavy dependence on external assistance in the form of budget support, technical assistance and project funding primarily from DFID and the EU.

2. The Public Service Reform Programme on Montserrat started in 2006 and has delivered a number of changes in the operations of Government. A second phase of modernisation (PSR 2) was approved in November 2010 and completed in December 2017. The Public Sector Reform (PSR) programme is core to the Government of Montserrat's (GoM) ability to achieve one of the four long term Strategic Goals in the Sustainable Development Plan, "An efficient, responsive and accountable system of governance and public service". Phase 3 of the reform focusses on a more defined set of activities of which the Human Resource transformation is a major function

3. The first Job Evaluation exercise under the reform agenda was undertaken in June 2006. This initiative to re-design the Job Evaluation Scheme arose primarily because of grading anomalies within the Public Service and its effect on the retention, recruitment and motivation of staff. Other factors included:

- The need to resolve perceived anomalies and inconsistencies in the current grading of Civil Service jobs, through application of an analytical process of evaluation,
- The need for the preparation of valid, updated job descriptions for all posts, in a standard format and incorporating details of the standard job criteria being used in the evaluation process,
- The need to recognise the relative value of jobs at different levels throughout the Civil Service, using a process and methodology that is *understood* and *accepted*.
- The need to align with the performance management and development system

The Job Evaluation scheme had the following key features:

- Comprehensive and detailed job descriptions were prepared for jobs throughout the Civil Service, involving a team of trained Job Analysts and thorough review of the content of jobs. All job descriptions prepared were 'signed off' with the jobholders and their managers.
- A points-based, analytical method of evaluation was developed during an initial pilot exercise. This methodology involves the scoring of jobs by a *Job Evaluation Committee* using a set of weighted criteria, and involving detailed discussion of each job description by the Committee before a decision on the score and grade was reached.

Following completion of the exercise in 2007/8, the recommendation made by the consultants managing the process and the proposals were not fully implemented.

4. In September 2016 Cabinet approved the Empowering Excellence Programme (EEP) through Human Resource Transformation with the appointment of the CCEE and later (March 2017) the establishment of the Public Sector Task Force (PSTF) and the Private Sector Advisory Committee (PSAC) to further support the initiative, identified this project as a key action to be undertaken. With the intent that it be completed by September 2018. The main reasons identified are as follows:

- The grading structure continues to be anomalous and the organisation needs to adopt a mechanism for appropriately aligning positions to grade.
- Recommendations to expand the existing grading structure appear inconsistent with job evaluation norms.
- Slow implementation of the job evaluation results is causing some negativity and cynicism in the public service.
- A Pay Review is a linking factor to Job Evaluation that needs to be considered to make the initiative (EEP) complete and workable going forward within the Public Service of Montserrat. This would also ensure synergies with the soon to be implemented PAA/Regulations/Collective Bargaining Agreement and the Performance Management System already in existence.

Purpose of the review/Scope of Work

The Consultant is to provide advice and technical support regarding the following:

1. Review of the existing framework, structures, systems and processes for public service pay and compensation as well as the laws and regulations on labour, decent work and Performance Management, Review all background information and guidelines, including the 2007 Job Evaluation Project report, the 2008 Remuneration Strategy, job evaluation results and job description format, the Performance Management System and Performance Bonuses as implemented by GoM, the Labour Market Needs Analysis report and draft minimum wage report.
2. An Analysis of the job evaluation factors and criteria to determine whether clear and transparent and the correct weighting are applied.
3. An appropriate Job grading system in alignment with the PAA/Regulations and Collective Bargaining Agreement.
4. Stakeholder consultations to ensure all Jobs within the Public Sector are evaluated.
5. A Comprehensive Pay review in alignment with the Job Evaluation Exercise proposed.
6. Benchmarking and desk reviews of similar initiatives across the region to contribute to the recommendations to be tabled.
7. Stakeholder Consultation and the drafting of a Comprehensive policy on Job Evaluation and Public Service Pay that establishes clear rational and objectives, which upholds the

principles of fairness, cohesiveness, equity, transparency and efficiency in Job Role, Pay determination and administration.

8. Stakeholder consultation to assist with the drafting of a legal instrument for a single Public Service Job Evaluation and Pay regime on the basis of the Comprehensive Policy.

Expected Outcomes

1. An inception Report on the Job Evaluation, Pay and Benefits Structure Review giving detailed methodology to be used in undertaking the assignment, including work plan and strategy to carry out the job evaluation and pay process.
2. Draft Proposed Re-aligned and Re-classified Job Evaluation and Pay Report which will contain but not limited to:
 - Criteria for job classification
 - Job Classifications, description and specifications
 - Job analysis and evaluation Results
 - Proposed Job Classification & grading based on agreed evaluation results
 - Process for evaluating new jobs and guidelines, principles and methodology for evaluating pay levels for all officers to include technical corporation Officers.
3. Revised Final Salaries and Benefits Report and manual.
4. A Comprehensive Policy on Job Evaluation and Public Service Pay.
5. A legal instrument for a Single Public Service Job Evaluation and Pay Regime based on the Policy.

Remuneration

The remuneration for this entire consultancy will be US\$45,000.00 inclusive of Professional Fees of which a 20% Withholding Tax as per Income Tax Ordinance for Montserrat is charged and Reimbursable Expenses for Accommodation, on-island per diem and Travel Cost.

Reporting

The consultancy will be undertaken under the leadership of the Honourable Deputy Governor, ODG/CCEE with support from the CHRO and EEP Programme Manager through the Empowering Excellence Programme.

Required Expertise

The Government of Montserrat (GoM) requires the services of a qualified and experienced professional:

- With a Master's Degree in Human Resources management, Organizational Development, Public Management or related discipline; Professional membership of Human Resources Organizations such as CIPD and SHRM would be preferable.

- At least ten years of relevant experience of which five years should be senior position in reputable management consultancy houses or regional/international organisations in the field of public sector reform, human resource management or organizational development.
- A minimum of three years similar assignments in the last five years in small public sector environment.
- Solid management experience within different contexts; and/or management consultancy experience.
- Understanding and experience of working internationally across different countries and cultures in human resource management, organizational development theory, methodologies and practices.
- Excellent analytical skills with detailed knowledge of current developments, methodologies to include HAYES methodology and systems of Job Evaluation/Grading and Pay System.
- Current knowledge of best practices in public sector reform, job evaluation and pay review initiatives.
- Able to undertake the initiative in the given timeframe and be innovative with suggestions and recommendations.
- Good communication skills and Fluent in written and spoken English.

Timing

The consultant should begin work the first week of May 2018 and complete **Section One** - the first (4) Deliverables by the end of June 2018 (50 day timeframe).

Section Two - The last two (2) Deliverables as per the Schedule will be completed after approval of the Final Report Recommendation at Deliverable 4 of the Schedule (10 days timeframe).

The entire exercise should be completed within a sixty (60) day timeframe.

The deadline for the receipt of proposals is May 9th, 2018.

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.

Deliverables: Performance Report Appendix 1.

Deliverables/Functions	Performance Indicators/Description/Reports	Timelines
Section One		
1. An Inception Report on the Job Evaluation Pay and Benefits Structure Review.	Detailed Report on the Methodology to be used in undertaking the assignment including work plan and strategy to carry out the Job evaluation and Pay process.	Within 10 days of commencement of project
2. Report and analysis of Existing Structures relating to Job Evaluation and Pay Packages.	Desk Review and bench marking to include; Examination and analysis of documents relating to Job Evaluation to include PAA/Regulations/Collective Bargaining Agreement; General Orders, PMS, Nominal Roll, Pay & benefits Packages and any other relevant documents. Consultation with various internal groupings/stakeholders to get a better understanding of the best practices, principles and practices as it relates to the assignment. Evaluation of Job roles and Pay packages for Technical Cooperation Officers. Comparative Research of similar schemes within the region and the UK Civil Service.	20 days after inception report submission
3. Draft Proposed re-aligned and Re-classified Job Evaluation and Pay Review Report	This report to include but not limited to: criteria for job classification, Job classifications, description and specifications, Job analysis and evaluation results, Proposed Job Classification & grading based on agreed evaluation results, Process for evaluating new jobs and guidelines, principles and methodology for evaluating pay levels for all officers including technical corporation Officers.	10 days after submission of Desk Review Report.
4. Revised Final Recommend Report and Procedures manual for Job Evaluation and Pay Packages.	Report to include recommended Salary scales, benefit packages based on the Job evaluation/grading and scoring. Operational Working Manual prepared to implemented and utilized in the operations of GoM Public Service.	10 days
Section Two – the following deliverables to be advance one final approval is given for the deliverables above.		
5. A Comprehensive Policy on Job Evaluation and Public Service Pay	An agreed Job Evaluation and Payment Policy and Strategy to be submitted for approval at the Cabinet level for full implementation	5 days

6. A legal instrument for a Single Public Service Job Evaluation and Pay Regime based on the Policy.	The engagement of Stakeholders to prepare and present legal instrument for a Single Public Sector Job Evaluation and Pay Regime based on the Policy with linkage to the PAA/Regulation/Collective Bargaining Agreement and PMS.	5 days
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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 Job Evaluation & Pay Review Technical Consultant is required to complete the project within two (2) months and the total project costs must not exceed US\$45,000.

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
Section One				
1. An inception Report on the Job Evaluation Pay and Benefits Structure Review.				
2. Report and analysis of Existing Structures relating to Job Evaluation and Pay Packages.				
3. Draft Proposed re-aligned and Re-classified Job Evaluation and Pay Review Report				
4. Revised Final Recommend Report and Procedures manual for Job Evaluation and Pay Packages.				
Section Two				
1. A Comprehensive Policy on Job Evaluation and Public Service Pay				
2. A legal instrument for a Single Public Service Job Evaluation and Pay Regime based on the Policy.				
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.....2018

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