

# **MCRS Property Tax Project**

## **Invitation to Tender for Provision of Property Tax System Software**

July 2019



# Montserrat Customs & Revenue Service

P.O. Box 99, Government Headquarters,  
Brades, MSR1110, Montserrat  
Fax: 664-491-2453

23rd July 2019

Dear Sir/Madam,

## Re: Invitation to Tender for Provision of Property Tax System Software for Montserrat Customs and Revenue Service

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 Mytenders Portal at <https://www.mytenders.co.uk/>**
- **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. Instruction to Bidders
2. Invitation to Tender
3. Terms of Reference – Service Requirements
4. General Terms and Conditions of Contract
5. Form of Tender
6. Evaluation Criteria
7. Technical Questionnaire
8. Document Check List
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 or clarifications relating to the tender should be made to; Mr Peter W. A. White, Director General, at [WHITEPWA@gov.ms](mailto:WHITEPWA@gov.ms) and copied to Ms Harjinder Jutle at [Jutleh@gov.ms](mailto:Jutleh@gov.ms) or via the electronic portal <https://www.mytenders.co.uk/> no later than 12:00pm on 19th **August 2019**.

**Tenders are to be received no later than 12:00pm (EST) on 28th August 2019.**

**Tender Opening will be at 2.00pm (14.00) (EST) on Wednesday 28th August 2019.**

Yours Sincerely,

.....  
**Peter W. A. White**  
**Director General**  
**Montserrat Customs & Revenue Service**



Office of the Director General  
Email: [mcrs@gov.ms](mailto:mcrs@gov.ms)  
Tel: 664 491 3816



Customs Division  
Email: [customs@gov.ms](mailto:customs@gov.ms)  
Tel: 664 491 3816



Inland Revenue  
Email: [irev@gov.ms](mailto:irev@gov.ms)  
Tel: 664 491 2463/3211



Tax Information Exchange Unit  
Email: [mnituu@gov.ms](mailto:mnituu@gov.ms)

# Instructions to Tenderers

## Submitting a Tender (Bid)

There are two options for submitting a tender

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

## Submitting a hard copy of your tender

You will need two plain envelopes for the Tender submission

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

### Envelope 1.

Follow the steps written below:

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

### **Supplier Name (Your Company Name)**

**Tender for Provision of Property Tax System Software for Montserrat Customs and Revenue Service**

**Chairperson, Public Procurement Board**

**Ministry of Finance and Economic Management**

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

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

### Envelope 2

Continue following the steps below:

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

**Tender for Provision of Property Tax System Software for Montserrat Customs and Revenue Service**

**Chairperson, Public Procurement Board**

**Ministry of Finance and Economic Management**

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

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

Tenders are to be delivered to the address above. Tenderers will be given a receipt:

## Guidance Notes for Bidders

1. The **Montserrat General Contract Conditions for Goods & Services** will be adopted for this contract.
2. Tenderers must submit the **Bid Document Checklist** along with the documents listed within the Bid Document Checklist. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. The bidder must submit a Tax Compliance Certificate from the Inland Revenue Department along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company. It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper tax compliance certificates will be rejected. *(This is only applicable for persons and/or companies locally based.)*
4. **Tax** - All works undertaken will be the subject of taxation in accordance with the current legislation. 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](mailto:irev@gov.ms).
5. Tenderers are to provide all documents or information requested as part of the Tender Evaluation.
6. All tenders will be arithmetically checked; any errors will be brought to the bidder's attention. The fee rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
7. Tenderers are not allowed to submit alternative tenders.
8. The Government is not bound to accept the lowest Bidder and has the right to accept and reject any bid offers.
9. Tenders must be submitted exclusively in English to the Ministry of Finance and Economic Management. Tenders submitted by any other means will not be considered. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. All written communications for this tender and contract must be in English
10. Tenderers must submit with their tender proposal for training of staff in the use of the Software.

11. Tenderers must provide a detailed statement of the technical support after the software is supplied and the timelines that this would be applicable for.
12. The currency to be used in the completion of this document is **Eastern Caribbean Dollars (XCD)**. In addition, the subsequent contract would also be based in **Eastern Caribbean Dollars (XCD)**. In the event that you trade in US currency, the exchange rate applicable for the US to XCD is US\$1.00 = XCD\$2.7169.
13. Tenderers must provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the equipment. All manuals must be written in English.
14. Tenderers should refer to TERMS OF REFERENCE – Service Requirements to guide their submissions.

## **INVITATION TO TENDER**

### **Notice Type: Public Procurement Board Tender**

#### **1. Contracting Authority's Details**

##### **1.1 Name and Address**

<b>Official Name: Montserrat Customs and Revenue Service</b>	
<b>Postal Address:</b> P.O. Box 99, Brades, Montserrat, WI	
<b>For the attention of:</b> Mr. Peter W. A. White, Director General Montserrat Customs & Revenue Service	<b>Tel. No.:</b> 1 664 4913816
<b>E-Mail:</b> <a href="mailto:whitepwa@gov.ms">whitepwa@gov.ms</a>	

##### **1.2 Address from where the Tender documentation can be obtained**

Government of Montserrat website follow link below;

<http://www.gov.ms/tenders>

**Electronic tender documents can be downloaded and submitted via the Mytenders Portal at <https://www.mytenders.co.uk/>**

##### **1.3 Address to where hard copy Tenders must be sent**

For the Attention of;  
Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292, Brades, Montserrat, MSR1110

#### **2. Contract Details**

##### **2.1 Title: Tender for Provision of Property Tax System Software for Montserrat Customs and Revenue Service**

## **TERMS OF REFERENCE – Service Requirements**

### **PROVISION OF PROPERTY TAX SYSTEM SOFTWARE FOR MONTSERRAT CUSTOMS AND REVENUE SERVICE**

#### **Background**

The Montserrat Customs and Revenue Services (MCRS), Inland Revenue Department (IRD), is in need of a Property Tax software system. This system should serve the purpose of replacing paper files for storing information on entities, such as properties, property owners and payments, through the use of a database system. This system is also required to facilitate processes such as owner and property registration and payment transactions. Additionally, this system will be required to generate different scheduled and on-demand reports and notices. Different levels of user permissions should also be established.

In October, 2001, a database solution was developed for the IRD by Systems Consulting Limited, however this system is no longer deemed fit to carry out the purposes expressed above. The system was developed in Microsoft Access and has been in use for some Twenty (20) years. The structure of the database no longer allows for efficient and logical storage of data and some of the calculations, for arrears for example, do not work correctly. Consequently, the department has been having difficulties printing notices and extracting data from the system.

The purpose of this document is to equip responders with the information and specifications needed to develop the proposed Property Tax System.

#### **MCRS Inland Revenue Background**

Taxes were imposed by legislation dating back to 1945, as part of the Treasury's functions. However, the Inland Revenue Department was formally established in 1966 to ensure that the correct tax is paid at the right time by individuals or incorporated bodies through the administration of a number of direct taxes. Presently the department administers the following six (6) direct taxes:

1. Income Tax (personal)
2. Company Tax
3. Withholding Tax
4. Property Tax
5. Insurance Company Levy
6. Hotel Tax

Authority for the administration of these taxes is given in the following legislations:

1. Property Tax Act (Property tax)
2. Income and Corporation Tax Act (Income, Company and Withholding Tax)
3. Insurance Levy Act (Insurance Company Levy)
4. Hotel Tax

These acts provide guidelines which include definitions of key words, how the tax is imposed, exemptions, how the tax can be recovered and penalties for non-payment of the particular taxes.

The **Mission** Statement of the Inland Revenue Department reads:

**To provide quality tax advice to the Government and the community delivered by proficient staff and protecting the Government's revenue base by maximizing compliance with Montserrat's tax policy legislation through education, quality service and consistent, firm, enforcement.**

In this statement the purpose of the department is outlined; it specifies why we exist; it states what we want to accomplish; our primary customers, clients and beneficiaries are identified and the statement also shows how the department's goals will be achieved over the three years of the current Sustainable Development Plan (SDP).

Linked to our mission statement is the **vision** statement of this department which reads:

***We aim to be recognised by the public and Government of Montserrat, and throughout the CARICOM region as a modern, resourceful and successful tax administration that plays a critical role in the economic development of Montserrat.***

In our vision statement we present a persuasive image of what the department could be in the next three years and beyond.

The authorized staffing compliment of the Inland Revenue Department consists of 18 officers and is headed by a Comptroller. Officers fall into one of three management levels within the department which consist of:

**Level 1** Comptroller, Deputy Comptroller, Managers, Tax Information Exchange Officer and Valuation Officer

**Level 2** Inspector of Taxes 1 and 2  
Assistant Valuation Officer

**Level 3** Revenue Officers, Revenue Assistants and Clerical Assistant

The Inland Revenue Department operates on a functional basis and this is in keeping with international trends. There are five key functional areas in the department. These are:

1. Assessment and Compliance
2. Valuation Services
3. Audit
4. Taxpayer Service and Administration
5. Information Exchange

**Assessment and Compliance** deals with the examination of documents and the preparation of annual assessments and ensuring that taxes as assessed are paid on time. This unit also holds responsibility for the prosecution of defaulters. The Assessment and Compliance Manager holds responsibility for the management of this unit.

**Audit** is conducted to ensure that there is no loss of revenue. A review of records is also conducted to ensure that the submissions are in keeping with International Standards and local legislations; this process is effectively to reduce or highlight the risk to Revenue. The Audit Manager manages and oversees this unit.



The **Valuation** section conducts all research and site visits to collect data which is used to update databases and determine the Taxable value of property, which is a key factor in determining the amount of Property Tax payable. The Valuation Officer heads this unit.

**Taxpayer Service and Administration** deals with the management of human, physical and financial resources. Other key areas of responsibility of the Taxpayer Service and Administration Unit includes providing advice to the government and delivering high quality service to customers. The Comptroller holds responsibility for this unit carrying out its function.

Employment within this department is a major challenge. However, given the uniqueness of each tax case there is an element of enthusiasm as a case unfolds which makes the job enjoyable. Providing quality customer service continues to be a priority of Revenue personnel, as having a satisfied and appreciative customer gives the opportunity to experience job satisfaction. In providing quality service Revenue personnel endeavor to be fair, helpful, to provide an efficient service and to be accountable for what we do.

### **Exchange of Information**

This initiative came about when governments recognized that millions of dollars were being lost through the process of tax evasion which evidently reduces their economic activities. An international policy decision was made to introduce a system of information exchange, this initiative is about achieving global tax co-operation through the implementation of international tax standards and other instruments to put an end to bank secrecy and tackle tax evasion.

The key to international tax co-operation is effective exchange of information and the OECD has been at the forefront of international efforts to promote all forms of information exchange. Significant progress has been made given the high standards of tax transparency and information sharing, thereby improving tax authorities, and their compliance activities to deter, detect and combat tax evasion and avoidance.

Given this international initiative, the Government of Montserrat, through the MCRS, has signed a number of exchange agreements with other territories as part of this global thrust to do our part in deterring tax avoidance and evasion.

### **Link between Inland Revenue and MCRS**

Improving Montserrat's domestic revenue collection is critical to improving self-sufficiency, which will enable Montserrat to finance more of its own essential public services. Given that, in 2008 the Government of Montserrat (GoM) made a policy decision and began a process of modernising and merging the Customs and Excise Department and the Inland Revenue Department to create a single entity the Montserrat Customs and Revenue Service (MCRS).

This initiative became a reality in 2012 and its main focus is to assess, verify and collect the tax revenues that are due and payable. Also to formulate and advise the Ministry of Finance and the Government of Montserrat by extension on Montserrat tax programmes and policies.

The benefits which are derived from this amalgamation are as follows:

- A more comprehensive reporting on collection of revenue given that this agency collects about 80% of GoM revenue.
- Synergies that can be derived given the administrative and functional activities of the departments and their collective, reporting and compliance functions.
- Enhancement of customer and compliance costs through a coherent policy and service planning, customer education and advice, processes, management and utilization of systems and compliance activity.
- Effective planning and delivery through alignment of strategies with a coherent and comprehensive approach to information and intelligence gathering.
- Enhance resource usage and allocation.
- A standard approach which includes policy for safeguarding data and equipment security and risk management.
- Uniform and better usage of information and exchange of information.

This model has served most of the EU and OECD countries well given the benefits of the merger and clearly these tangible benefits can also be realized with the Government of Montserrat through the MCRS.

### **Project Goals and Users**

The Montserrat Inland Revenue Department is a major collector of locally generated revenue and the IT systems which it uses are critical in enabling the department to carry out this function efficiently and correctly.

The goal of this project is to have a property tax system developed that will:

- a) Maintain information on entities such as properties, property owners, payments, etc.
- b) Generate on-demand and scheduled, exportable, reports
- c) Generate individual and batch Demand Notices
- d) Track property's owners, representatives, and ownership history along with history of tax assessments and payments
- e) Register payments of Demand Notices and support the collection process for outstanding arrears
- f) Facilitate entry of arrears data for each outstanding year
- g) Calculate arrears, penalties and interest on arrears
- h) Calculate annual property tax due
- i) Support objections handling, auditing and Property Tax reassessment
- j) Provide strong role-based security to protect all information and ensure data integrity
- k) Interface with other MCRS IT systems, Lands and Surveying and GIS systems, leading to efficient Property Tax administration.

This system will be used by Inland Revenue Customer Service Attendants, the Valuation Officer and Assessment Officers.

### **Scope of Work**

The following serves as the scope of work, pertaining to the required functionality of the proposed Property Tax System

## **a. Maintain information on entities related to the Property Tax System**

- Property
  - i. Adding a new Property record
  - ii. Browsing Property records
  - iii. Viewing a list of Property records
  - iv. Editing a Property record
  - v. Deleting a Property record
  
- Property Description
  - i. Adding a new Property Description record
  - ii. Browsing Property Description records
  - iii. Viewing a list of Property Description records
  - iv. Editing a Property Description record
  - v. Deleting a Property Description record
  
- Property Owner
  - i. Adding a new Property Owner record
  - ii. Browsing Property Owner records
  - iii. Viewing a list of Property Owner records
  - iv. Editing a Property Owner record
  - v. Deleting a Property Owner record
  
- Payment
  - i. Adding a new Payment record
  - ii. Browsing Payment records
  - iii. Viewing a list of Payment records
  - iv. Editing a Payment record
  - v. Deleting a Payment record
  
- Country
  - i. Adding a new Country record
  - ii. Browsing Country records
  - iii. Viewing a list of Country records
  - iv. Editing a Country record
  - v. Deleting a Country record
  
- Parish
  - i. Adding a new Parish record
  - ii. Browsing Parish records
  - iii. Viewing a list of Parish records
  - iv. Editing a Parish record
  - v. Deleting a Parish record
  
- Section
  - i. Adding a new Section record

- ii. Browsing Section records
  - iii. Viewing a list of Section records
  - iv. Editing a Section record
  - v. Deleting a Section record
- Location
  - i. Adding a new Location record
  - ii. Browsing Location records
  - iii. Viewing a list of Location records
  - iv. Editing a Location record
  - v. Deleting a Location record
- Land Usage Rate
  - i. Adding a new Land Usage Rate record
  - ii. Browsing Land Usage Rate records
  - iii. Viewing a list of Land Usage Rate records
  - iv. Editing a Land Usage Rate record
  - v. Deleting a Land Usage Rate record

## **b. Facilitate Processing and Transactions**

- Owner Processing
  - i. Owner Registration
  - ii. Adding New Owner Registration Record
  - iii. Browsing Owner Registration Records
  - iv. Finding an Owner Registration Record
  - v. Accessing Property Registration Record
  - vi. Viewing a List of Owner Registration Records
  - vii. Editing a List of Owner Registration Records
  - viii. Deleting an Owner Registration Record
- Property Processing
  - i. Basic Registration
  - ii. Property Classification
  - iii. Maintain Building
  - iv. Property Mutations
  - v. Property Transfers
  - vi. Property Arrears
- Payment Processing
  - i. Adding a New Payment
  - ii. Browsing Payment Records
  - iii. Viewing a List of Payment Records
  - iv. Editing a Payment Record
  - v. Deleting a Payment Record
  - vi. Posting Payments

- Batch Processing
  - i. Calculating Annual Taxes
  - ii. Calculating Arrears, Penalties, Interest
  - iii. Generate Property Surcharges
  - iv. Year End Close

**c. Generate Reports**

- Owner Reports
  - i. Owner Status Report
  - ii. Owner Listing Report
  
- Property Reports
  - i. Property Valuation Listing
  - ii. Property Mutation Listing
  - iii. Property Transfer Listing
  - iv. Property Tax Register
  - v. Property Tax Index
  
- Payment Reports
  - i. Payment History Listing
  - ii. Arrears Listing
  
- Notices
  - i. Notice of Taxable Value
  - ii. Property Tax Demand Note
  - iii. Property Tax Assessment Letter
  
- System Manager Reports
  - i. User Listing
  - ii. Session Log Listing

**d. Manage User Accounts**

- i. Adding Users
- ii. Viewing User Details
- iii. Editing User Details
- iv. Editing User Permissions
- v. Viewing User Activity Logs
- vi. Deleting Users

**e. Provide Other Utilities**

- i. Import Property Data
- ii. Export Property Data
- iii. Import Tax Payment Data
- iv. Export Tax Payment Data
- v. Purge Session Log

vi. Compact Data Files

**Technical Requirements**

The software solution is required to be in the form of a web application, where multiple users can log in and work at the same time. A system administrator should be able to assign roles and different system function access to different accounts, depending on their role. The database backend should be accessible only to system administrators for maintenance and backup purposes.

The proposed system should also allow for the importing of older data from the previously used property tax system\*

The system should also be expandable, to allow it to be able to interface with other MCRS IT Systems, Lands and Surveying and GIS systems, which would be leading to effective Property Tax Administration.

The software must be hosted on Government of Montserrat Department of Information Technology and E-Government Services (DITES) servers.

The following will speak to how the system should function in terms of requirements:

<b>Non-Functional Requirement</b>	<b>Specifications</b>
<p style="text-align: center;"><b>Performance</b></p>	<ul style="list-style-type: none"><li>• When adding new data or modifying data in the system, this data must be updated for all users accessing it within 2 seconds</li><li>• Records should be able to be accessed in at least 20 seconds, for instance by the Customer Service Attendant, when dealing with a customer</li><li>• When some function is pressed the system should take no longer than 2 seconds to react.</li><li>• The system must be able to run on a computer with specifications similar to that of a typical office computer (4 GB RAM, 4 CPUs ~2.0 GHz, 500 GB Disk Space, Windows 7, 8, 10.)</li><li>• The system should be able to support a peak of 20 users simultaneously</li><li>• The system must be interoperable, to make use of</li></ul>

	<p>information exchange between existing systems (eg GIS, Lands and Surveying systems) and also be able to operate with newer systems</p>
<b>Usability</b>	<ul style="list-style-type: none"> <li>• The system must have a modern, user-friendly, interface</li> </ul>
<b>Availability</b>	<ul style="list-style-type: none"> <li>• The system is required to be operational at all times, with a 5% downtime tolerance. The software will mainly be in use between 8 am and 4pm, Monday to Friday.</li> <li>• Property tax notices are usually issued October, these times will be peak times of system usage</li> <li>• The Property Tax System will be used in the MCRS Headquarters, at Government Headquarters, most of the time. The system should be accessible to persons who have the system application and valid user account credentials offsite</li> </ul>
<b>Security</b>	<ul style="list-style-type: none"> <li>• User roles and access levels must be clearly defined. There should be three levels of security - office workers, management officials and system administrators</li> <li>• Access permissions for application data may only be assigned and changed by system's data administrator</li> <li>• Passwords must satisfy the conditions of being at least 8 characters long, contain at least one uppercase letter, at least one lowercase letter, and at least one number</li> <li>• If a user is inactive (no input to the computer) for over 20 minutes, their active session on the system should timeout. The user would be required to sign in again to access any functions of the system</li> </ul>

	<ul style="list-style-type: none"> <li>• The database backend is required to be secure, barring access from personnel who do not have system administrator authentication</li> </ul>
<b>Audit</b>	<ul style="list-style-type: none"> <li>• System must maintain full traceability of transactions</li> <li>• All user actions should be logged and accessible to the system's administrator</li> </ul>
<b>Data Integrity</b>	<ul style="list-style-type: none"> <li>• Data entered into the system must be kept, unchanged by the system, for a minimum of 12 years. This is required by law</li> <li>• The system's database backend must uphold referential integrity rules</li> <li>• Information entered into the system must be stored as the user entered it, using appropriate types of data.</li> <li>• Functions must execute predictably and consistent with expected outcomes</li> </ul>
<b>Documentation</b>	<ul style="list-style-type: none"> <li>• User Documentation</li> <li>• System Documentation*</li> </ul>

### **Deliverables**

The following are the main deliverables which the successful tenderer is required to produce: -

- a. The Property Tax front-end interface solution
- b. The Property Tax back-end database solution
- c. User manual
- d. Testing and Quality Assurance
- e. Software Training



# GOVERNMENT OF MONTSERRAT (GOM)

## GENERAL CONTRACT CONDITIONS FOR GOODS & SERVICES

This Agreement is made the ..... day of..... **2019** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Communications, Works and Labour (hereinafter referred to as "**GoM**") of the one part and (*supplier's company*) ..... whose address is ..... acting herein and represented by (*name of representative*) .....(hereinafter referred to as "**the Supplier**") of the other part.

### 1. INTERPRETATION

#### 1.1. In these conditions:-

**The Contract** means the agreement concluded between the GoM (MCWL) of the Government of Montserrat and the Supplier ..... including all specifications and other documents which may be incorporated or referred to herein;

**The Purchaser** means the Government of Montserrat (**GoM**).

**The Supplier** means the company/ companies/ individual/s that are responsible for carrying out the service.

**The Administrator or Contract Administrator (CA)** means the duly authorised representative of **GoM** for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the Supplier. The Administrator shall have final authority for acceptance of the **Supplier's** performance, and if satisfactory, shall initiate the process for approval of payment to **the Supplier**. No payment shall be made without such approval.

**The Contract Price** means the gross price to be paid by GoM and the method of Payment of the Contract Price shall be agreed between the parties and inserted as part of the signed contract.

**The Goods**, or where referred to in the Specification as "items" means all materials or articles which the Supplier is required to supply under the Contract.

**The Specification** means the GoM's requirements for the undertaking of works as stated within the document.

## 2 VARIATIONS OF CONDITIONS

The deliverables shall be supplied in accordance with these Conditions and Specification and no amendment or variation either to the terms and conditions or to the Specification shall be made unless agreed in writing between the parties and incorporated into this agreement.

## 3 NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Deliverables or any portion thereof within the time or times specified in the Contract except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on then:

- 3.1 The GoM shall be at liberty to determine the Contract and to purchase other goods of the same or similar description from another Supplier to make good such default; and,
- 3.2 The GOM shall recover from the Supplier any sum or sums paid to the Supplier in respect of the Deliverables. Also the GOM shall be able to recover from the supplier any increased costs resulting from obtaining the service from an alternative supplier.

## 4 PAYMENT

- 4.1 As full consideration for the services performed by the Supplier under the terms of this Agreement, the **GoM** will pay the fees as outlined within 30 days of receipt of an invoice, payable against original invoices delivered to the **GoM** by the Supplier, provided that **GoM** may give notice of its intention not to pay such fee where:
  - a. The Supplier has failed to carry out services, or has defectively carried out services required by this Agreement and has not remedied such failure or defect within a reasonable time;
  - b. The Supplier, by act or omission, has caused damage to personnel or property of the **GoM** or any third party;
  - c. there is a breach of any other provision of this Agreement; and upon giving such notice the **GoM** may withhold payment accordingly.
- 4.2 Whenever under the Contract, any sum of money that shall be recoverable from or payable by the Supplier, the same amount may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt.
- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid **40 days** after receipt of an original invoice in respect of such fee, the Supplier may give notice to the **GoM** requiring the **GoM** to pay such fee or part thereof and if the **GoM** shall fail to comply with such notice the Supplier may terminate this Agreement immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

## **5 ASSIGNMENT**

5.1 The GoM shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.

5.2 The Supplier shall not:-

5.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM; or

5.2.1 Subcontract any provision of the Goods or any part thereof to any person without the previous written consent of the GoM which, if given, shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

## **6 CONFIDENTIALITY**

6.1 All information, drawings, specifications documents and other data which the GOM may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.

6.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the GOM's prior written consent.

## **7 GRATUITIES**

The Supplier shall not, whether by himself or by any person employed by him to supply the Goods, solicit any gratuity or tip or any other form of money or take any reward or collection or charge for any of the Goods other than bona fide charges approved by the GoM.

## **8 BRIBERY AND CORRUPTION**

The GoM shall be entitled to determine the Contract and to recover from the Supplier the amount of any loss resulting from such action if:-

8.1 The Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with GoM;

or

8.2 The like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier);  
or

8.3 In relation to any contract with the GOM, the Supplier or person employed by it  
or

acting on its behalf shall:-

8.3.1 have committed an offence under the Integrity in Public Office Act No. 2 of 2010.

or

8.3.2 have given any fee or reward, the receipt of which is an offence under the relevant laws

8.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## **9 TERMINATION**

9.1 The GoM may terminate this Contract in any of the circumstances set out in 9.2 below by giving to the Supplier notice in writing where the Supplier;-

9.1.1 Commits a breach of any of its obligations under this Contract;

9.1.2 Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;

9.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;

9.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

9.1.5 Has an administrative receiver appointed;

9.1.6 Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00

9.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up

order; then in any such circumstances the GoM may without prejudice to any accrued rights or remedies under this Contract terminate the Contract by giving notice in writing.

9.2 If the Contract is terminated as provided in this condition then the GoM shall: -

9.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;

9.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;

9.2.3 Be entitled to deduct any losses to the GoM resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the GoM to the Supplier as a debt). Such loss shall include the reasonable cost to the GoM of the time spent by them in terminating of the Contract as aforesaid have been due to the Supplier.

## **10. WAIVER**

10.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

## **11 COMPLETE AGREEMENT**

11.1 This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

## **12 GOVERNING LAW**

12.1 This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

## **13 FORCE MAJEURE**

13.1 Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

## **14. NOTICES**

14.1 Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct

number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

14.2 A notice shall be delivered as follows:

A. if to the Supplier, to:

**Name**  
**Designation**  
**ADDRESS**

**Tel: (...)**  
**Fax: (...)**  
**Email:**

B. if to the GOM, to:

**Peter W. A. White**  
**Director General**  
**Montserrat Customs & Revenue Services**  
**P.O. Box 431**  
**Brades**  
**Montserrat**  
**Tel: (664) 491-2463 or 491-3211**  
**Fax: (664) 491-6909**  
**Email: [whitepwa@gov.ms](mailto:whitepwa@gov.ms)**  
**Email: [irevemail@gov.ms](mailto:irevemail@gov.ms)**

## **15.CONFIDENTIALITY**

19.1 The Supplier shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GoM** except upon authorization by the **GoM**. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Agreement.

## **16.MEDITATION AND ARBITRATION**

16.1 If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

**17. SIGNATURES**

17.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

Insert names etc.

**A. SUPPLIER**

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

**B. GOM**

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

**FORM OF TENDER**

The Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
Brades, Montserrat

Dear Sir/Madam;

**Re: Tender for Proposal for Provision of Property Tax System Software for Montserrat  
Customs and Revenue Service**

I/We the undersigned undertake to complete the above Works in accordance with the terms of reference for the sum of:

**EC\$** .....

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

Details of my/our response to the tender evaluation questions are included in the Appendix To Form of Tender.

If my/our bid is accepted, I/We undertake to commence the works within \_\_\_\_\_ calendar **days** from the date of receipt by me/us of the official order and complete the works within \_\_\_\_\_ calendar **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 bid shall remain valid for a period of 90 calendar days from the date of submission of this tender.

I/We accept the General Terms and conditions of Contract included within this ITT.

Name.....

Signed.....

Name of firm (If Applicable) .....

Address.....  
.....

Tel. nr..... Fax nr .....

Email Address .....

Date.....



## **EVALUATION of TENDER SUBMISSION**

### **Evaluation Criteria**

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed Non-compliant.

<b>Criteria Description</b>	<b>Weight (%)</b>
Administrative Compliance	Pass/Fail
Price	40
Technical Support/Training (before and after sales)	10
Completion Time	5
Adherence to Technical Requirements set out in the specification	30
Technical Compliance & Experience	15

### **Administrative Compliance (Pass/Fail)**

The Bid Document checklist provides a list of requirements which need to be completed and submitted with the tender submission. All tenderers shall submit all the documents requested and all subsequent documents needed to make a complete tender. If any of the items stated in the Bid Document Checklist are not submitted, then the tender would be deemed non-compliant and rejected.

### **Price (40%)**

Bidders must complete the Form of Tender and return this with their tender submission. Similarly, bidders are to produce a detail price breakdown. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the vehicle is purchased at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. 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.

### **Technical Support / Training (before and after sales) (10%)**

A higher than normal weighting will be applied to Technical Support, so that preference will be given to those suppliers that can provide intensive pre and post-sale support to our technicians and operators. Detailed information about the proposed training for the

relevant staff is a necessity. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

**Completion Time (5%)**

The Procuring Entity requires the software solution to be completed in a practical time frame. Bidders are to provide a breakdown of their submission time to supplement the stated timeframe of delivery. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

**Technical Specifications (30%)**

The submission must include adherence to the technical requirements which are of paramount importance to the success of this procurement process. This includes the Non-Functional requirements as well as the specifications listed under the Technical Requirements heading. Under no circumstances will the procuring entity accept a software solution which does not provide the functionality which has been outlined within the tender dossier. Bidders need to provide relevant documentation to show that the software meets the requirements. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

**Technical Compliance & Experience (15%)**

Potential tenderers need to provide details of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works of this tender. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective tenderers can submit award letters for works in lieu of the above mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenderers.

<b>Start Date or Date of Award</b>	<b>Description of Works</b>	<b>Name of Client</b>	<b>Price of Contract</b>	<b>Date Completed</b>

## Quality Evaluation Methodology

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

<b>Scoring - Quality Criteria</b>	
<b>Rating of Response</b>	<b>Score</b>
<b>Very Good or Fully Compliant</b> 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
<b>Good or Fully Compliant</b> 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
<b>Satisfactory or Compliant</b> 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
<b>Weak or Partially Compliant</b> (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
<b>Unacceptable or Non-Compliant</b> (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the Contract.	1 – 2
An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question.	0

## Technical Questionnaire

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

<p><b>Question 1: (35%)</b> Please describe your expertise and experience in designing and implementing database solutions</p>
<p><b><i>Bidders response:</i></b></p>
<p><b>Question 2: (15%)</b> Please outline your expertise and experience in front-end and interface design and development</p>
<p><b><i>Bidders response:</i></b></p>
<p><b>Question 3: (10%)</b> Please describe your approach to project management and include tools that you will utilise to deliver the scope of work, outputs and deliverables.</p>
<p><b><i>Bidders response:</i></b></p>
<p><b>Question 4: (25%)</b>  Please describe your approach to securing all customer and user data in your proposed solution</p>
<p><b><i>Bidders Response:</i></b></p>

<b>Question 5 (10%)</b> Please outline your approach to ensuring that key outputs and deliverables are met within the required timescales.
<b><i>Bidders Response:</i></b>
<b>Question 6 (5%)</b> What resources will you dedicate to the completion of this project? Please include your availability, on site and off site, working days and hours.
<b><i>Bidders Response:</i></b>

**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.....2019

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 .....