

INVITATION TO TENDER

Health Promotion Consultancy



GOVERNMENT OF MONTSERRAT
Ministry of Health and Social Services
E. Karney, Osborne Building, Little Bay, Montserrat
Tel: 1-664-491-2880

Procurement Details

This is an indicative timetable and may be subject to change.

Project Details	Deliverable
ITT for a Health Promotion Consultancy in Montserrat	Date Published on Government of Montserrat Website Tuesday 17th December 2019
Access to the ITT Suite of Documents	Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/ Electronic tender packs can be downloaded, completed and submitted 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.
Clarification deadline and contact details	Monday 20th January 2020
ITT submission deadline	Wednesday 29th January 2020, no later than 12.00 midday Eastern Caribbean Time (16.00 UK Time).
Tender Submission address	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat.
Contract Commencement – this is an indicative date and maybe subject to change.	February 2020

1 Invitation to Bid

2.1 The Government of Montserrat is seeking bids for a **Health Promotion Consultancy**.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and not being considered any further.

The ITT consists of the following documents;

- (1) Invitation to Tender
- (2) Instructions to Bidders/Tenderers
- (3) Terms of Reference including scope of works
- (4) Evaluation Criteria
- (5) Technical Questionnaire
- (6) General Conditions of Contract
- (7) Form of Tender
- (8) Respondent's Identification and Details
- (9) Anti-Collusion Statement
- (10) Tender checklist

2 Introduction

2.1 The Government of Montserrat through the Ministry of Health and Social Services will be the procuring entity managing the project and has been deemed to be **The Authority**. The Authority shall actively manage the resulting Contract and key activities including contract review meetings, key deliverables and analysis of management information provided.

If you have any queries relating to this ITT please email them to jutleh@gov.ms for the attention of the Head of Procurement, Ms. Harjinder Jutle

The Authority wishes to establish a Contract for Health Promotion Consultancy. The Authority is managing this procurement process in accordance with the Government of Montserrat Public Procurement Regulations 2019, (the "Regulations"). This is a supply of services Contract being procured under the open procedure.

2.2 The Authority is procuring the Contract for its exclusive use.

2.3 Following evaluation of the compliant bids and approval of the outcome, the Authority intends to award a contract to the most qualified and economically advantageous consultant to undertake the said services for the project.

2.4 The Authority reserves the right not to conclude a Contract as a result of the current procurement process.

3 General

- 3.1 These instructions are designed to ensure that all Bidders fully understand the requirements of this ITT. It is important therefore that you provide all of the requested information in the format and order specified.
- 3.2 Bidders should read these instructions carefully before completing the Bid documentation. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the *Montserrat General Condition of Contract*, in *Section 26*.

Each Bidder will:

- i. Examine the ITT and any documents referenced in the ITT and any other information provided by the Procuring Entity.
 - ii. Consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in your financial submission to manage such risks and contingencies
 - iii. Ensure that pricing information is submitted in XCD (Eastern Caribbean Dollars). Rates and prices must be complete and shall be inclusive of applicable taxes, specialists, profit, overheads, etc. In order to keep the bidding process as fair and simple as possible, bidders are expected to bid as a **duty paid** project.
 - iv. If necessary, obtain independent advice before submitting a bid.
 - v. Satisfy itself as to the correctness and sufficiency of your Financial Submission, including the proposed pricing and the sustainability of the pricing.
- 3.4 The Bidder shall ensure that each and every sub-consultant, consortium member and adviser abides by the terms of these instructions and the Conditions of Bid.
- 3.5 The Bidder shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.
- 3.6 The Authority or Government of Montserrat shall not be committed to any course of action as a result of:
- issuing this ITT or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Authority and/or any relevant GoM Departments (whether directly or by its agents or representatives) and any other party.
- 3.7 Bidders shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Bid and reserves the right not to conclude a Contract for some or all of the services and services for which Bids are invited.

- 3.8 The Authority reserves the right to amend, add to, or withdraw all or any part of this ITT at any time during the procurement exercise.

4 Type of Contract

- 4.1 The *Montserrat General Conditions of Contract* in will be adopted for this contract. If you have any clarifications, you must raise them during the clarification period. The terms and conditions will be no negotiable once a contract award has been made.

5 ITT Checklist

- 5.1 Bidders must complete and submit all listed documents outlined in *Section 21* to be deemed Administratively Compliant.

6 Tax Compliance

- 6.1 The bidder must submit a Tax Compliance Certificate from the Inland Revenue Department of the Montserrat Customs and Revenue Service, along with the bidding documents, if the individual or company is based in Montserrat. 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. Bids received with improper tax compliance certificates will be rejected.

- 6.2 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.

- 6.3 All services undertaken will be the subject of taxation in accordance with the current legislation.

7 Bid Validity

- 7.1 Bids are to remain open for acceptance for a period of 90 days. A Bid valid for a shorter period will be rejected.

8 Authority's Contact Details

- 8.1 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Bidders (including their sub-consultants, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in *Section 2*.

- 8.2 All communications should be clearly headed “**Health Promotion Consultancy**” and include the name, contact details and position of the person making the communication.
- 8.3 Suppliers’ requests for Bid clarifications must be submitted in accordance with the procedure set out in *Section 12 – Queries Relating to Bid*.

9 Alternative Bid

- 9.1 Bidders are not allowed to submit alternative Bids.

10 Insurance

- 10.1 Professional indemnity and Public Liability insurance will be required upon award on contract. Other types of relevant insurance cover may be required.

11 Submission of Tenders

- 11.1 Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Bids. Bidders are solely responsible for the costs and expense incurred in connection with the preparation and submission of their Bid and all other stages of the selection and evaluation process. Under no circumstances will The Authority be liable for any costs or expense borne by Bidders, sub-consultants, suppliers or advisers in this process. Any neglect or failure on the part of bidders to obtain reliable information upon any matter affecting the implementation, execution and completion of the Works shall not relieve any person whose Tender is accepted from any liability or risks for the works and contract, nor will any claim for increase of the Contract be entertained as a result of such Tenderer negligence.
- 11.2 The Authority may, at its own absolute discretion, extend the closing date and the time for receipt of Bids specified under the *Procurement Details*. Any extension granted under this *Section 11* will apply to all Bidders.
- 11.3 All Bids will be arithmetically checked; any errors will be brought to the proposer’s attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price. The Bidder will be given details of such errors and afforded an opportunity to confirm or withdraw his/her offer.
- 11.4 The Authority is not bound to accept the lowest Bids and has the right to accept and reject any Bid offers.
- 11.5 **Late Bids will not be considered for award.**

11.6 Submitting a 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 the Health Promotion Consultancy
The 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 the Health Promotion Consultancy
The 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

12 Queries Relating to Bid

- 12.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.
- 12.2 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In order to satisfy query requests, the Authority has designated a specific personnel to deal with clarification requests from Bidders
- 12.3 Clarification requests can be submitted via e-mail to at jutleh@gov.ms from the date shown under *Procurement Details*.
- 12.4 In order to ensure equality of treatment of Bidders, the Authority intends to share the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 12.5 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

13 Bribery

- 13.1 The offer of a bribe or other inducement to any person with the object of influencing the placing of the Contract will result in instant rejection of the Bid concerned.

14 Withdrawal of Bids

- 14.1 The withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to The Authority, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Ensure such documentations are made available to The Authority at the time of seeking modifications or withdrawal of the Bid.

15 Execution of the Contract

- 15.1 Subsequent to the Notice of Intent to Award, and within 14 calendar days after the prescribed *GoM and Consultant Agreement* is presented to the Preferred Bidder for signature, the Preferred Bidder shall execute and deliver the Agreement to the Authority through the **Permanent Secretary of the Ministry of Health and Social Services**, and sign in such number of counterparts as the Authority may require.
- 15.2 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Works shall be the date of the executed Agreement.
- 15.3 In the event of a default, the Authority may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible Bidder, or re-advertise for bids.

16 Post-Contract Evaluation

- 16.1 Tenderers are advised that the Government of Montserrat aims to improve Quality, provide The Authority satisfaction and ensure value for money throughout the project life cycle. The Contractor's performance during contract implementation will be assessed at close out of the contract. Therefore, at the completion of the proposed works, the Government of Montserrat will undertake a Contract Performance Evaluation, which is a review of all the project objectives.
- 16.2 A form referred to as the *Post Contract Performance Report* will be the tool used to measure and assess the Contractor's performance in achieving the project objectives. Please be advised that The Authority's satisfaction for project delivery will form part of the measureable indicators for achieving project objectives.
- 16.2 The project's success will determine the Contractor's future employment opportunities with the Government of Montserrat.

17 Terms of Reference

17.1 Background

Montserrat, a British Overseas Territory, is a small island in the Leeward Islands chain, with a land mass of 39.5 square miles and a resident population of 4,649 persons (Intercensal Count 2018). Following the onset of volcanic eruptions in 1995, much of the resident population left the island, leaving a disproportionate number of elderly residents, many of whom are living with chronic conditions. The impact of that migration 24 years later, is a population profile in which: 49% are men and 51% are women; 63% are nationals and 37% are non-nationals; 19% are aged under 15 and 15% are aged over 65 years and 54% are economically active, of which 96% are employed.

The delivery of health and social care on Montserrat is the responsibility of the Government and is administered under the Ministry of Health and Social Services (MOHSS). The eruption of the Soufriere Hills Volcano in 1995 rendered more than half of the island unsafe; as a result, three quarters of the island was declared an exclusion zone, which prohibits anyone from occupying that part of the island. Its capital, Plymouth, which housed a newly refurbished state of the art hospital yet to be fully occupied, was also destroyed. Hospital services were relocated to a former school in St. John's in the north of the island. Overtime, the school has been refurbished to provide the relevant secondary care services.

Montserrat has an effective primary health care (PHC) system, delivered through four district/community health centres. The four health centres offer prenatal and postnatal care, child welfare clinics, immunization services, family-planning services, mental health services, and nutrition services. Health centre staff also conduct home visits for follow-up care and for those unable to attend clinics. There is a government-run Dental Clinic and an Environmental Health Unit that is responsible for the Ministry's vector control programme, monitoring of food safety practices in commercial places, and monitoring of solid and liquid waste disposal contractors.

The prevalence of diabetes on Montserrat in 2015 was reported to be 14%. This figure published by the International Diabetes Federation and supplied by the Montserrat Diabetes Association reflects a similar profile to other Caribbean countries. Available data on school-aged children indicate that approximately 25% of those assessed annually over the past decade are overweight for their age and/or height. This highlights the need for targeted interventions to address this and

other identified risk factors that are affecting Montserrat's morbidity and mortality profile.

In response to the observed trend, the MoHSS has developed several strategic priorities relating to NCDs and their risk factors, and there are high-level plans to increase the number of capacity building opportunities, and to increase workplace and community-based screening.

The identified need to strengthen and improve multi-sectorial health promotion strategies will also be addressed.

Over the next 10 years, as the population ages and lives longer and with increasing trends in obesity, it is anticipated that the proportion of the population with NCDs will increase; in particular, those living with diabetes and hypertension.

Presently, the Health Promotion Unit is staffed by a Health Promotion Coordinator. The Unit's daily duties consist primarily of educational and promotional activities; such as design and distribution of literature, execution of seminars, lectures and other interventions and facilitation of Talking Health (weekly radio programme). The Health Promotion Coordinator also works in tandem with other members of the Public Health Team and Community groups to plan and implement health programmes and holds the responsibility for the promotion of safe sexual practices on island and collaborates with regional partners (CARPHA and PAHO) to ensure health activities on island are in keeping with regional targets.

Montserrat does not currently have an integrated electronic health records system, but employs paper based and basic database approaches in collection of a range of health/service data. The MOHSS is working towards introducing a systematic approach to measure, monitor and report on population health and wellbeing; health needs and risks, and inequalities; and use of services. Over time, this will enable refinement of an NCD strategy with interventions and approaches that are better targeted, proportional and equitable.

A Consultant supported by Public Health England (PHE), starting in November 2019, will review MOHSS population and services data processes, systems and gaps and areas for improvement. This should provide the Health Promotion Consultant with an initial – albeit partial – picture of prevalence of key conditions, and possibly key life-style related risks to inform early work. The PHE Consultant will also design survey and data gathering instruments that will aid the required data analysis by MoHSS staff and partners. The MoHSS envisages these two Consultants to work in an iterative and a coordinated way, with the common goals to identify and work on quick wins for an improved health promotion framework; and to build the data systems, analysis and review processes that will enable refining and improved targeting of health promotion efforts over time.

Purpose of the Consultancy Role

The Health Promotion Consultant will work alongside the PHE Consultant, under the leadership and supervision of the Director of Primary Care.

- Using analysis based on existing data, the Health Promotion Consultant will support the development of an approach to identifying, influencing and changing people's health-limiting behaviours and maintaining healthy behaviours for the benefit of individuals and society as a whole.
- The Health Promotion Consultant will also complement the efforts to strengthen systems for data collection and analysis, by working closely with the PHE Consultant to identify key gaps in knowledge to support and develop enhanced community-based health promotion

strategies and interventions, in particular for diabetes, hypertension, obesity, alcohol, tobacco and mental health and wellbeing.

The Consultant will develop the above in close consultation and with full participation of the Health Promotion Coordinator and all relevant staff who will be expected to implement the new approach. The input of local staff will ensure a shared vision for health promotion, cultural appropriateness as well as the development of an implementation plan that is fully integrated in the local health system. The close working relationship with the local health promotion team will also enable skills transfer and capacity building through on the job coaching on the framework and its implementation.

Key Tasks

Working under the direction of the Director of Primary Care, and working closely with the Health Promotion Coordinator, Public Health Nurse, the PHE Consultant, and Community Nursing Team and other relevant stakeholders, the Consultant will complete the following tasks:

Analysis and Review

- Review the existing Health Promotion Programme, taking stock of health promotion activities and interventions across the island, including within schools and local communities, voluntary or commercial organisations. Consideration should also include previous public consultations on health promotion and the Regional Health Promotion Strategy recommended by the Pan American Health Organisation.
- Review capacity as well as operational, administrative and project/programme management limitations and/or barriers to optimize health promotion for Montserrat.
- Garner staff perceptions around health promotion and working in an integrated and collaborative way with shared goals for health promotion across each specialty to remove silo working.
- Consider the key priorities emerging from a review of available population health data against the existing health promotion programme.
- Facilitate, through a participatory process, a reflection on the strengths, weaknesses, opportunities and challenges facing the on-going Health Promotion Programme.
- Design and support coordination of a feasible process of rapid community consultation, involving a wide range of local people and community-based organisations, to identify the most important aspects that will help people make lifestyle changes that will reduce their risk and improve their health, and the things that currently make this kind of changes difficult or unattractive.

Based on the above analysis and review, and using evidence on the effectiveness and cost-effectiveness of health promotion interventions, design a health promotion strategic framework, outlining:

- Key priorities and aims for health promotion over 2020-22

- A health promotion framework, which should consist a multi-sectoral approach beyond health education, mobilising the broad community and private sector, for health promotion in Montserrat. The proposed framework should have considered evidence on effectiveness and cost-effectiveness of interventions, and consider financial and human resource availability and constraints, and additional requirements.
- Recommendations for a package of interventions or outputs that would be “best-buy” investment given limited resources.
- Recommendations for future work to develop any necessary health promotion messages and social and behaviour change approaches, including social and mass media, that coherently supports the multi-pronged strategy.
- A phased approach to implementation of the framework, clearly identifying “quick wins” for year 1 of implementation, potential partnerships for delivery (e.g. with private sector and community-based organisations). This should be a costed implementation plan for achieving the outputs and outcomes of the recommended Framework, optimising on the existing resources.
- Recommendations for capacity building and optimal allocation of additional resources to achieve delivery of the Framework (its outputs)
- Areas and opportunities for skills transfer and capacity building through on the job coaching relevant to the outputs of the framework.

Duration: 6 months

Deliverables:

No.	Deliverable	Timeframe
1	SWOT analysis and short report with a situational analysis and emerging health promotion priorities and knowledge gaps Outline of local consultation process	Month 1
2.	Conduct with the health team a rapid local consultation	Month 2
3.	Develop Health Promotion Framework and draft implementation plan	By Month 5
4.	Support to initiation of interventions (specific deliverable to be reviewed depending on emerging priorities)	Month 6

Qualifications and experience:

Essential

- Educated to degree level in any biological, psychological or social science field;
- Post-graduate qualification/training in public health, health promotion, public health nursing, community development, sociology or anthropology;

- Demonstrable relevant experience in community facilitation;
- Minimum of 3 years work experience in related field of behaviour change, public health, or community work with verifiable results of establishing, managing and coordinating community services;
- Good problem solving and project/time management skills are essential;
- Excellent communication skills are vital, as is the ability to motivate others;
- Prospective candidates will need to demonstrate a mature, non-judgmental, confident and professional approach with the ability to interact well with people from a wide range of backgrounds.

Desirable

- Previous experience of overseas work, preferably in the Caribbean and/or small islands.
- Professional registration as a public health practitioner
- Relevant training and experience in social marketing

Reporting and key working relationships

The Consultant will report to the Director of Primary Care. They will work closely with the Health Promotion Coordinator, Public Health Nurse, the PHE Consultant, and Community Nursing Team. When relevant, they will participate in meetings with other senior members of the MOHSS, including the Permanent Secretary, Chief Medical Officer, Director of Social Services and Director of Secondary Health Care.

Other relevant stakeholders include community-based organisations, local businesses, churches, teachers and parents in local schools.

Key external contacts include: representatives of PAHO/CARPHA; Public Health England, the Department for International Development and health representatives from other British Overseas Territories and neighbouring islands, under the guidance of the Director of Primary Care.

In addition to the key deliverables above, the Consultant will produce a short monthly progress report to capture progress on the agreed deliverables.

18 Evaluation of Bids

- 18.1 The following evaluation criteria will be used to evaluate Bids received in response to this ITT. 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. Bidders must achieve a minimum score of **65%** to be considered for award of contract.

EVALUATION CRITERIA	WEIGHTED SCORE %
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Administrative Compliance	PASS/FAIL
Qualifications & Experience	25%
Technical Questionnaire	35%
Cost Proposal	40%

18.2 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the ITT. The ITT Checklist in *Section 21* provides a list of documents to be completed and submitted for bidders to be deemed compliant and achieve a PASS assessment. The accurate and whole submission of these documents fulfils the Administrative Compliance requirement, which is a Pass/Fail assessment. Where all of the outlined requirements have been fulfilled, the bidder will then advance to the subsequent evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed **non-compliant** and the submission rejected.

18.3 Qualifications and Experience (25%)

Tenderers are required to submit:

- i. **A Company Profile**, including a summary of annual revenue earnings and overall financial health.
- ii. **Details of the Qualifications** of all project staff and subcontractors who will be assigned to this project. The evaluation of the Bidder's qualifications will include: academic qualifications and experience.
- iii. **Portfolio of Work**, of a similar nature, including project descriptions, the entity or person for which the work was completed, contact information of the entity or person, and the location of the works. In addition, prospective bidders can submit award letters for works in lieu of the above mentioned. Experience of public health developments or initiatives for Caribbean populations or small island territories would be an asset.
- iv. **A Minimum of Two (2) Referees** who may be contacted for further verification of any information submitted at any point in time.

18.4 Technical Questionnaire (35%)

Complete the Technical Questionnaire Template in *Section 20*.

18.5 Cost Proposal (40%)

Bidders must complete the Form of Proposal and return them with their ITT submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

For example, if the price element is worth 40%:

$$\frac{\text{Lowest Price (A)}}{\text{Higher Price (B)}} \times 40\%$$

$$\frac{A = 10000}{B = 14000} \times 40\% = \text{B's score is 28.5\%}$$

19 Quality Evaluation Methodology

Quality will be measured upon evaluation of Bidder's responses to the Technical Questions in Section 20. Each question in the Technical Questionnaire is marked using the following scores:

Scoring – Quality 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.	1 – 4
Unacceptable 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. 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

20 Technical Questionnaire Template

20.1 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>Question 1: (30%) Please describe your experience in reviewing Health Promotion Programmes and the process through which this was accomplished.</p>
<p>Bidders response:</p>
<p>Question 2: (30%) Please describe your experience in the design of Health Promotion Programme(s) for Small Island Developing States; and how this experience will positively impact this Consultancy.</p>
<p>Bidders response:</p>
<p>Question 3: (25%) Please outline your intended methodology for executing rapid community consultations; and strategies for involving a wide range of individuals and community-based groups.</p>
<p>Bidders response:</p>
<p>Question 4: (15%) What resources will you dedicate to the completion of this project? Please include your availability, on site and off site, working days and hours.</p>
<p>Bidders Response:</p>

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

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

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

21 ITT Document Checklist

Project Title: **Health Promotion Consultancy**

Below are the following documents that must be submitted for a consultant'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.

The below documents should be presented with their bid to ensure that their bid is valid.

- Signed Form of Tender (**Including time for completion and notice period**) (*Section 22*)
- Tax Compliance Certificate (**If locally registered in Montserrat**)
- Signed Tender Submission Anti-Collusion Statement (*Section 23*)
- Bidder's Identification Details Form (*Section 24*)
- Bidder's Company Profile (*Section 18*)
- Details of Qualifications (*Section 18*)
- Portfolio of Work (*Section 18*)
- Two (2) Referees contact details(Minimum) (*Section 18*)
- Completed Technical Questionnaire Template (*Section 20*)
- Proposed Payment Schedule (*Section 25*)

.....
Bidders Authorized Signature

...../...../.....
Date

22 Form of Tender

**The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Montserrat,
MSR1110**

Dear Sir/Madam;

Project: **Health Promotion Consultancy**

I/We the undersigned undertake to supply and deliver the services as outlined in the above captioned project in accordance with the Tender Document requirements for the sum of:

EC\$

(words).....

.....

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

I/We understand and accept the General Terms and Conditions contained within this ITT.

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

Name.....

Name of Firm (If Applicable)

Address.....

Tel. no Fax no /.....

Email Address

Signed.....

Date.....2019

APPENDIX TO FORM OF PROPOSAL

<p align="center">Period for Commencement from Notification of Award of Contract</p>	<p align="center">.....Calendar Days</p>
<p align="center">Time for Completion</p>	<p align="center">.....Calendar Days</p>
<p align="center">Time within which payment to be made after issue of Certificate</p>	<p align="center">21 Calendar Days</p>
<p align="center">Delivery Date</p>	<p align="center">...../...../.....</p>

23 Tender Submission Anti-Collusion Statement

I/we certify that this proposal is made in good faith, and that we have not fixed or adjusted the amount of the proposal 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 proposal price or any other figures or other information in connection with the proposal 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-consultant (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 proposing exercise.

Enter into any agreement or arrangement with any person that they shall refrain from proposing, that they shall withdraw any proposal once offered or vary the amount of any proposal 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 proposal or proposed proposal 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 proposal 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-consultants, suppliers and associated companies providing services or materials connected with the proposal and any contract entered into with such sub-consultants, 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 proposal being disqualified and may lead to criminal or civil proceedings. The government of Montserrat shall treat any proposal 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 services or who may now or at any time in the future have statutory power to require disclosure of this proposal.

In this certificate, the word 'person' includes any persons and anybody 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 proposal is made.

Signature:

In capacity of:

Date:2019

Duly authorised to sign proposals and acknowledge the contents of the anti-collusion certificate for and on behalf of:

Name of Firm:

Full postal address:

Contact No.

24 Bidder's Identification Details Form

A	PERSONAL INFORMATION
<p>COMPANY NAME:..... REGISTRATION NUMBER:.....</p> <p>COMPANY ADDRESS:.....</p> <p>.....</p> <p>CONTACT PERSON:..... POSITION:.....</p> <p>TELEPHONE NUMBER:..... WEBSITE:.....</p> <p>EMAIL ADDRESS:</p>	

B	QUESTIONNAIRE	
1	Your entity operates as which one of the following?	Sole Proprietorship
		Partnership
		Limited Liability
		Others
2	How many years has your entity been in operation?	(0-1)
		(1-3)
		(3-5)
		(5-10)
		(10 & Over)
3	Number of Employees within your entity?	(1-5)
		(6-10)
		(11-15)

		(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	(1-3)
		(4-6)
		(7-9)
		(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	(50-100)K
		(101-200)K
		(201-400)K
		Over 400K
7	Has your entity failed to complete a contract for a public or private entity?	YES
		NO

(TICK WHERE APPLICABLE ABOVE)

C	SIGNATURE
<p>I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand that any false statement may result in a denial of a contract and possible debarment from future prospects.</p>	
<p>..... <i>(Signature of Company Representative)</i> Company Name/Stamp</p>	
<p>..... <i>(Date)</i></p>	

25 Proposed Payment Schedule

Ref. No.	Content	Resource and Rate	No. of Hours	Cost (XCD)
1	<p>Inception Report - A report that describes the consultants understanding of the TOR, the initial findings, proposed methodologies, and foreseen and/or encountered difficulties in collecting data or any other information. It should also include any minor revisions to the work plan outlined in the technical proposal to meet the objectives and to satisfy other requirements as set out in this TOR.</p> <p>The report will include a detailed work plan (including methodology to be used for delivering the specific activities) schedule of activities of the team and schedule of presentation of all deliverables.</p>			
2	<p>Inception Workshop and Inception Workshop Report - Inception Workshop to sensitise all major stakeholders about the specifics of the consultancy.</p> <p>Inception Workshop Report to include findings from the Inception Workshop and any modifications to the approach to the assignment as a result of the same.</p>			
3	<p>Mid-term Report - The reports will include a summary of the work of the quarter under review including progress to date, the encountered and/or foreseen difficulties/issues impacting on the work programme and a summary of the planned work for the next period.</p>			
4	<p>Draft Final Report - This Report provides details of the assignment including activities performed, results obtained, recommendations and follow-up actions required. It should include the proposed methodology for piloting, evaluating the pilot, and full-scale implementation of the recommendations of the Report.</p>			
5	<p>Final Report - The Final Report contains the same specifications as the Draft Final Report, incorporating any comments received from the key stakeholders on the draft report.</p>			
6	<p>Other Specific Reports - Details of the contents of each report will be discussed and agreed to by the Ministry of Health and Social Services and the consultancy team. These reports should be presented as stand-alone documents and combined as annexes to the Draft Final and Final Reports.</p>			
7	<p>Expenses</p>			
TOTAL (including taxes and expenses)				

26 General Condition of Contract

This Agreement is made the..... day of.....**2020**.... between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Health and Social Services (hereinafter referred to as “**GOM**”) of the one part and (*supplier’s company*), whose address isacting 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** and the Supplier, including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

The contracting authority means the Government of Montserrat **GOM**.

The Supplier” means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

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.

The supply and delivery of ALL equipment listed in the Bill of quantities or where referred to in the contract as “services” means all work which the Supplier is required to undertake in the performance of this contract.

The Specification means the **GOM’s** requirements for the **supply and delivery of equipment as per model number and description provided in the Bill of quantities**, details of which have been provided in this tender document.

2. VARIATIONS OF CONDITIONS

The delivery of works outlined in the scope of works shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements 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 Services 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 or if the Services are delayed due to events outside of the

Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

- 3.1 The **GOM** shall be at liberty to determine the Contract and to procure services 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 services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

4. PAYMENT

- 4.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within 14 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
 - a. The Supplier has failed to carry out services, or has inadequately carried out services required by this Contract to be carried out and has not remedied such failure or deficiency 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 Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 4.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same 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, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

5. INDEMNITY AND INSURANCE

- 5.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
 - 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
 - 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.2 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of clause 3 is established against the Supplier.

Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this

Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of

- a) sum equivalent to three (3) times the fee payable under this Contract or
- b) 300,000.00 Eastern Caribbean Dollars.

5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.

5.4 Further and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:

- a) all other parties appointed or to be appointed by the Purchaser to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Purchaser such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
- b) it shall be deemed that all such other parties have not limited or excluded their liability to the Purchaser for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

6. INSURANCE

6.1 The Supplier shall insure against its full liability under this Contract.

6.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

7. ASSIGNMENT

7.1 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.

7.2 The Supplier shall not:-

7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or

7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM**, **such consent shall not be unreasonably withheld or delayed**, 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.

8. CONFIDENTIALITY

- 8.1 All information, requirements, 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.
- 8.2 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.
- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

9. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if:-

- 9.1 Any party that has 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 the other party; or
- 9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 9.3 In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
- 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 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.

10. TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier;-
- 10.1.1 commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails

to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.

- 10.1.2 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;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 Has an administrative receiver appointed;
- 10.1.6 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.
- 10.1.7 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.
- 10.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-
 - 10.2.1 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;
 - 10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
 - 10.2.3 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 the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

11. WAIVER

- 11.1 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 Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

12. COMPLETE CONTRACT

- 12.1 This Contract supersedes any prior Contract 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.

13. GOVERNING LAW

- 13.1 This Contract shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

14. FORCE MAJEURE

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 Contract impossible whereupon all money due under this Contract shall be paid immediately.

15. NOTICES

- 15.1 Any notice required to be served under this Contract 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.

- 15.2 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:

Ms Camille Thomas-Gerald
Permanent Secretary
Ministry of Health and Social Services
E. Karney Osborne Building, Little Bay,
Montserrat
Tel: (664) 491-2880
Email: geraldcc@gov.ms

16. CONFIDENTIALITY

16.1 The Supplier shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, 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 Contract.

17. MEDIATION AND ARBITRATION

17.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within 14 days. If unsuccessful, then the dispute shall be settled 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.

18. SIGNATURES

18.1 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 Contract 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.....