TURKS AND CAICOS ISLANDS GOVERNMENT

MINISTRY OF EDUCATION, YOUTH, SPORT AND LIBRARY SERVICES

INVITATION TO TENDER
FOR
CONSULTANCY FOR THE TURKS AND CAICOS ISLANDS GOVERNMENT’S EDF 11 EDUCATION SECTOR REFORM STRATEGY

TENDER REFERENCE NUMBER TR 17/6

28 JUNE 2017
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INTRODUCTION

This Invitation to Tender (ITT) relates to CONSULTANCY FOR THE TURKS AND CAICOS ISLANDS GOVERNMENT’S EDF 11 EDUCATION REFORM STRATEGY, Tender Reference Number TR 17/6. This ITT outlines the general requirements, scope of services and instructions and is being issued for eligible Consultants to submit proposals in response to the tender notice.

The full set of Tender Documents consist of the following:

a. Published Tender Notice
b. SCOPE OF SERVICES
c. PART A: INSTRUCTIONS TO TENDERERS
d. PART B: GENERAL REQUIREMENTS
e. PART C: TENDER EVALUATION
f. PART D: CONTRACT AWARD
g. APPENDIX 1: TENDER EVALUATION CRITERIA
h. APPENDIX 2: CERTIFICATE OF NON-COLLUSION
i. APPENDIX 3: TENDER RESPONSE FORM
j. APPENDIX 4: DRAFT CONTRACT
k. APPENDIX 5: TENDER ENVELOPE LABEL
l. Any Issued Addendum

Tenders in conformity with all elements of Appendix 1: Tender Evaluation Criteria must be enclosed in a sealed envelope with Appendix 5: Tender Envelope Label attached firmly to the front.

The sealed envelope should not carry any identification marks indicating the sender of the envelope.
SCOPE OF SERVICES

The Turks and Caicos Islands stands to benefit from a disbursement of fourteen million, six hundred thousand Euros (€14.6m) in budget support as part of the 11th European Development Fund (EDF). A critical factor leading to the islands successfully accessing these funds was the development and availability of a relevant and credible Education Sector Strategy. The strategy was developed through a series of consultations and desk top reviews of documents including past plans and policies. It formed the foundation of an action fiche that was submitted for budget support to the European Union (EU) for funding.

The purpose of this project is to provide for and to have in place before the disbursement of funds a person designated as a project director/manager. In the past, the Islands have benefitted from EDF funding. Disbursement of actual funds relies on the country being able to meet certain indicators as outlined in the Project Agreement and in the time outlined. This was a challenge in the past.

In order to ensure that the islands gain full benefit from the proposed funds and to reduce the challenges experienced by previous funds, the Ministry of Education made a bid for funding that will enable it to recruit the necessary person to direct/manage this program as their chief responsibility. It is noted that in the past the lack of a dedicated program director impacted the on-time delivery of some indicators. The Ministry recognized that at present it does not have capacity to manage this program along with its other responsibilities.

THE FIVE-YEAR EDUCATION SECTOR STRATEGY:

The Turks and Caicos Islands' Education Sector is guided by three objectives:

(i) to absorb the high rate of enrolment forecasted over the next years and provide access to education of all schooling age groups;
(ii) to enhance quality education by improving teaching process, and
(iii) to better adapt education curricula with labour market by enlarging Technical and Vocational Education and Training (TVET) opportunities at secondary and tertiary levels.

It is supportive of the main principles of the EU's approach to education, as it aims at providing quality education for all based on strong principles of non-discrimination and equal access. By promoting vocational training, it also meets the Sustainable Development Goal of “Ensuring inclusive and equitable quality education and promote lifelong learning opportunities for all”.

The €14.6m EU-TCI Sector Reform Contract (SRC) is aligned with the Five-Year Education Sector Strategy. It supports its implementation:

(i) financially, through the provision of budget support associated to specific targets, and
(ii) technically, through the provision of technical assistance and capacity building.

Together, and in line with the objectives of the 11th EDF Single Programming Document, it is expected that the SRC will contribute to:
• maintaining the Net Enrolment Rate in primary schools Grade 1 above 95%;
• build a much-needed primary school (seating around 500 children) in Providenciales;
• have 50% of Primary school teachers with Bachelor of Education degrees or equivalent by 2018;
• have 100% high schools using Information Technology (IT)-based didactic material in the class lessons by 2018; and
• the increased matching of the secondary and tertiary education offer with the labour market needs.

Each year tranche disbursement is based on the fulfillment of the set eligibility criteria. The budget support component is €13.4m. The first-year tranche will be released on the fulfillment of the four general eligibility criteria. The tranches for the following years are based partly on the general eligibility criteria for a fixed payment and partly on performance against specific indicators. The specific indicators on which the two performance tranches will be assessed are agreed between TCI and the EU and directly linked to the EDF 11 Action Document.

Based on a needs assessment, a complementary support of €1.12m will provide technical assistance and capacity building in determining area that will contribute to meeting the objectives of the policy and its monitoring. €100,000 is allocated to communication, visibility and evaluation. The indicative operational implementation period of this action is 48 months.

1. DESCRIPTION OF THE ACTION

1.1 Objectives/results

This programme is relevant for the Agenda 2030. It contributes primarily to the progressive achievement of Education Sector Development Goal (SDG Goal) No. 4 of “ensuring inclusive and equitable quality education and promoting lifelong learning opportunities for all”.

It also promotes progress towards Goal No. 8, “promote sustainable and inclusive growth, employment and decent work”.

The below specific objectives, expected results and activities are linked to relevant Outcomes programmed in the Strategic Imperatives (SI) in the Education Sector Plan document ESP 13-17.

The specific objectives of the Education Sector Reform Contract (SRC) are:

O1: To improve the financial capacity of the government to achieve the objectives of the Turks and Caicos Islands' Education Sector Policy.

O2: To provide the number of school places to equitably meet Government targets and international commitments (SI 1 of TCI Education policy).

O3: To improve the quality of Teaching and Learning (SI 3, SI 4 and SI 5 of TCI Education policy).

O4: To provide opportunities for all learners in Technical and Vocational Education and Training (SI 7 of TCI Education policy) with participation of private resources in providing continuing education (TVET) opportunities (SI 8 of TCI Education policy).
O5: To support broader reforms covering macroeconomic management, public financial management, and domestic revenue mobilization (Fiscal and Strategic Policy Statement 2016-2018)

The expected results of this intervention are:

R1: Increased financial resources to implement the Education Sector Policy.

R2: Increased public classroom space for enhanced equitable access (SI 1).

- Net Enrollment Rate in primary schools Grade 1 for all eligible children maintained above 95%
- One additional primary school (seating around 500 children) in Providenciales.

R3: Enhanced quality of curriculum and classroom teaching/learning and leadership practices leading to improved learners’ performances (SI 3 and SI 4)

- Primary teachers with Bachelor of Education degree or equivalent: 50% by 2018,
- 100% high schools will use Information Technology (IT)-based didactic material in the class lessons by 2018.

R4: Increased matching of the secondary and tertiary education offer with the labour market needs (SI 7 and SI 8)

- Better coordination and information sharing with the private sector through a Labour market demand survey and the elaboration of a labour market information system,
- Additional CVQ-compliant TVET courses (4) in secondary school(s) by end of 2018 (School year 2018-2019).

R5: Consolidated macroeconomic and PFM reforms.

- The Government of Turks and Caicos is committed to maintain fiscal discipline over the coming years and to this effect will establish a Sovereign Wealth Fund.

1.2 Main activities

1.2.1 Budget support

Activities linked to R1: increased financial capacities

- Transfer of €13.4m over Fiscal Years 2016/17, 2017/18 and 2018/2019 (conditioned to compliance with general and specific conditions)

Activities linked to R2: Increased public classroom space for enhanced equitable access

- The tendering for the construction of an additional 12-classroom primary school with specifications included for disabled students will be launched, contracted and under construction in Providenciales in order to provide the additional space for enrolment of new pre-primary and primary school age children; this increased enrolment demand will come from the normal TC Islanders and immigrants’ children population. In order
to better monitor this influx and keep the Net enrolment rate at the present level (around 95%), a coordinated activity will be conducted to organize and update continuously the count and data of school age TC Islanders and Immigrant children.

Activities linked to R3: Enhanced quality of curriculum and classroom teaching/learning and leadership practices leading to improved learners’ performances

- The quality of teaching will be upgraded by enhancing TCI Community College (TCICC) capacity to provide space and teaching for trainees (students or working teachers) wishing to achieve the Bachelor of Education (B.ED) degree. TCICC will recruit additional professors and mobilize space (in Grand Turk but mostly in Providenciales) to offer full time (through day classes) and part-time (through night classes and e-learning).
- A second focus will be on the introduction of IT-based course components in secondary school courses. This will be done through On the Job Training (OJT) of teachers in selected subjects, the increase and upgrade of computer labs and the provision of computers to the teachers who will introduce IT-based courses in their classrooms.

Activities linked to R4: Increased matching of the secondary and tertiary education offer with the labour market needs

- A survey on the actual needs and trends of the labour market will be organized in cooperation with the key economic sectors (entrepreneurs and chamber of commerce) in order to gather and analyse the main features and trends of TCI key economic sectors and civil service in particular their workforce demand (actual and potential).
- Curricula of existing TVET courses will be analysed and adjustment will be made in order to better match profile and skills expectations of the Labour Market. Moreover, a feasibility study will be conducted in cooperation with Caribbean Examination Council (CXC) in order to identify and formulate four additional TVET courses at secondary level; the subjects and curricula of these new courses will be based on the most demanded skills and capacities such as resulting from the Labour Market survey.

Activities linked to R5: Consolidated macroeconomic and PFM reforms

- Implement a macroeconomic policy aiming to reach the indicative medium targets as set out in the Fiscal and Strategic Policy Statement (FSPS), notably by maintaining a surplus over the period of implementation or project period.

1.2.2 Complementary support

Complementary support will assist in supporting the Turks and Caicos Islands in areas where capacity building and advisory services are needed to reach targets fixed by the Education Sector Policy.
Activities linked to R2: Increased public classroom space for enhanced equitable access

- Provide technical assistance and training with focus on the planning, programming and monitoring of school infrastructure projects. Assist in programming and organizing the construction of new school premises and/or in the remodeling and equipment of existing schools; assist with the technical, management and monitoring of TCIG educational infrastructure projects implementation.

Activities linked to R4: Increased matching of the secondary and tertiary education offer with the labour market needs

- Capacity building and Technical assistance to the Ministry of Education and to private sector in developing instruments for matching TVET (and general education) offer with the Labour market demand. Based on the Labour Market Survey to be performed in 2016 by the Statistics Department in the Ministry of Finance and the Skills Training Audit Labour Market Information System (LMIS) will be established to provide continuous information on the labour market and help the Ministry of Education to better match the skills profiles of High school graduates with labour market expectations.
- Provide expert advisory services to the Ministry of Education and TCI Community College in selecting four new TVET streams, undertake technical dialogue with private sector and selecting appropriate equipment for training labs in TCI high schools.
- Assist TCICC in designing/updating the “Training referential” for TVET training capacity building (in accordance to CVQ and CANTA (what does this mean) standards)
- Train and/or upgrade a selected group of TCI Community College teachers (in-service or to be recruited) according to the “Training referential”.

Activities linked to R5: Consolidated macroeconomic and PFM reforms

- Technical assistance to carry out a Public Expenditure and Financial Accountability (PEFA) Assessment.

Complementary Support –

Activities linked to coordination, monitoring and visibility

- Assist the Ministry of Education in coordinating, monitoring, assessing the Education Sector Reform Contract, through the completion of a baseline study and support for the completion of a full Education Management Information System (EMIS).
- Formulation of the disbursement dossiers
- Communicating, and providing EU visibility.
PART A: INSTRUCTIONS TO TENDERERS

Tender Submission

1. Tenders shall be submitted as follows:
   
a. **One (1) original** and **One (1) copy** of the full set of tender documents and all supporting documents, printed and bound, each clearly labelled as “ORIGINAL” and “COPY” respectively.

b. **One (1) electronic copy** of the full set of tender documents and all supporting documents (in pdf).

   NB: In the event of any discrepancy between the original and copies, the original shall govern.

   *Electronic copies are required and must be submitted on CD, memory stick or any other appropriate portable storage device.*

2. The dimensions of the tender box slot are: **13 ½ inches x 3 ¾ inches** (34.29 cm x 9.525cm) Tender submissions will be placed in the tender box through the slot hence the dimensions of the package(s) must **not** exceed the dimensions of the slot.

3. Tenders must be enclosed in a sealed envelope with **Appendix 5: Tender Envelope Label** attached firmly to the front. No additional marks should be placed on the envelope. Tenderers are responsible for ensuring their tenders are complete and reaches the address as stated on the Tender Envelope Label no later than **9:00 A.M. Turks and Caicos Island time, Wednesday, 26 July 2017.**

4. Tenders will be opened publicly **immediately** after closing at the address as stated on **Appendix 5: Tender Envelope Label.**

5. It is the Tenderer's responsibility to ensure that their tender is received on or before the time stated for closing of tenders. Tenders received after the submission deadline will be rejected and returned unopened to the Tenderer stamped **“LATE TENDER.”** Late tenders delivered by courier or messenger will be returned unopened to the addressee on the courier receipt. If no return address is provided, such tenders will be opened to determine a return address.

6. Telegraphic tenders, tenders by Telex, by fax or by e-mail will **not** be accepted. Tenders may be revised, modified or withdrawn in writing, prior to the submission closing time specified. The revised or amended tender should state that it supersedes the previous submission, identified as **“REVISION TO TENDER”**, provided that such revision is received before the date and time stipulated. Tenderers will not be allowed to withdraw or modify their tenders.
after the deadline for submission. No tender may be altered or amended after tenders are opened.

7. Tenders shall be submitted in English.

8. Tenders must follow the sequence outlined below in organising the submission:
   i. Cover Letter
   ii. Cover Page
   iii. Table of Contents
   iv. Tender Response Form
   v. Prequalification Requirements
   vi. Technical Proposal
   vii. Draft Contract
   viii. Financial Proposal
   ix. Any Other Supporting Information

The Prequalification Requirements and the Technical Proposal must follow the sequence of the requirements in Appendix 1: Tender Evaluation Criteria.

Each section and related subsections must be separated and clearly identified using dividers. The full printed sets of tender documents and all supporting documents must be bound, each clearly labelled as “ORIGINAL” and “COPY” respectively.

9. All prices tendered must be in United States Dollars (US$) including all discounts and applicable fees and charges, if applicable (TCI taxes and duties do not apply).

10. All tender prices must be valid for at least ninety (90) calendar days from the tender submission date.

11. Tenderers are required to submit the completed and signed Appendix 2: Certificate of Non-Collusion. A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included in the submission.

12. All queries and clarifications regarding this tender shall be submitted in writing, preferably via e-mail, and directed to:

   The Permanent Secretary
   The Ministry of Education, Youth, Sports and Library Services
   Government Compound, Pond Street
   Grand Turk
   Turks and Caicos Islands
   Tel: (649) 338-3132
   E-mail: wvclerveaux@gov.tc
13. The deadline date for the submission of queries and requests for clarification from Tenderers is no later than ten (10) calendar days before the tender submission date. Responses to queries will be circulated to all parties who obtained the tender documents in the form of an addendum. All addenda issued by the Turks and Caicos Islands Government (TCIG) prior to the tender submission date shall be attached to and shall form part of the Tender.

14. Tenders shall be submitted based on the services and terms of reference outlined in the ITT.

15. **Information and Descriptive Literature**: Tenderers must furnish all information requested in the tender.

16. **Tender Submittal Costs**: All costs associated with the submission of the tender is the sole responsibility of the Tenderer. The TCIG shall in no way be liable or obligated for any costs accrued to the Tenderer in submitting the tender.

17. **Scope of Services**: Tenderers are not allowed to submit alternative tenders.

18. **Duration of Assignment**: The assignment is expected to run for a period of approximately 150 to 200 calendar days.

19. **Reporting**: For the duration of the project, the Consultant will report to the Permanent Secretary of the Ministry of Education, Youth Sports and Library Services or his appointed representative.

20. **Finance and Payments**: The Tenderer should submit a proposal giving the inputs of each team member multiplied by their rate to give a value of the total proposal cost. The rate should include all costs and overheads; no additional costs will be paid. An estimate of expenses such as airfare and accommodation should be detailed separately. The payment schedule will be negotiated between the preferred bidder and TCIG.

21. **Subcontractors**: The Tenderer may not sublet or subcontract any of the contractual obligations concerning this tender except with the written acknowledgement of the TCIG.

22. Tenderers shall have no interest in any tender other than their own, and they shall have no connection with any person, firm or corporation making a tender for the same Assignment.

23. Tenderers shall also note that:
   - Incomplete tenders and those that do not comply with the Scope of Services or do not conform to the ITT may be subject to rejection and disqualification.
• The TCIG may declare tendering void when none of the tenders comply with the ITT and/or scope of services or when it is evident that there has been a lack of competition and/or that there has been collusion amongst Tenderers and/or other parties.
• The TCIG is not bound to accept the lowest tender and reserves the right to accept and reject any tender received.

PART B: GENERAL REQUIREMENTS

24. These general guidelines apply to all services specified in this tender package.

25. **Conditions:** The preferred bidder shall be responsible for delivering the services according to the scope of services included in the tender document.

26. **Service Requirements:** It is the responsibility of the preferred bidder to ensure that services are delivered in accordance with the requirements of the ITT.

PART C: TENDER EVALUATION

27. This Section refers to the criteria that will be used by the Evaluation Panel to evaluate and qualify Tenderers. The Tenderer shall provide the information requested for consideration in the evaluation process. Omission of information may result in disqualification or the Tenderer not being considered further in the tender process.

28. In the event of disqualification of the bid, the TCIG may proceed to the next substantially responsive tender.

29. All contact between the Tenderer and the TCIG during the evaluation period should be initiated by the TCIG. Any unsolicited contact initiated by the Tenderer during this period may be construed as an attempt to influence the evaluation process and may result in this tender being disqualified.

Eligibility Criteria

30. Tenderers will be required to meet the eligibility criteria in **Appendix 1: Tender Evaluation Criteria** to qualify and for their tenders to be evaluated. Failure to meet or satisfy these eligibility requirements may be deemed non-responsive and may result in the tender not being considered for further evaluation. Having met the eligibility requirements, responsive tenders will be evaluated on their technical and price proposals in accordance with the criteria outlined in **Appendix 1: Tender Evaluation Criteria**. Omission of required information may result in the tender being disqualified or not being considered further as appropriate.
31. **Appendix 3: Tender Response Form** provides the price proposal format for submission.

**PART D: CONTRACT AWARD**

32. Subject to the evaluation of the tenders, the TCIG will award the Contract to the Tenderer whose tender has been determined to be substantially responsive. This Tenderer shall be invited for further negotiations.

33. The TCIG does not bind itself to accept the lowest priced tender.

34. The TCIG reserves the right to annul the tender process and reject all tenders at any time prior to award of the Contract, without thereby incurring any liability to the affected Tenderer(s) on the grounds for the actions of the TCIG.

35. Prior to the expiration of the bid validity period, the TCIG will notify the preferred bidder in writing as to whether the TCIG is considering their tender and wishes to negotiate details of the Contract in accordance with the General Requirements and Scope of Services of this ITT.

36. The preferred bidder will be required to enter into a Contract approved by the Attorney General (AG) of the TCIG or another Legal Officer in the Public Service appointed by the AG. **Appendix 4: Draft Contract** is attached. Tenderers should include in their proposal comments on the proposed **Appendix 4: Draft Contract**.

37. The Contract will be administered by the Ministry of Education, Youth, Sports and Library Services.

38. The TCIG reserves the right to annul a notice of award of Contract, without liability, if during contract negotiations the preferred bidder (i) proposes any change substantially different from that contained in the Invitation to Tender or (ii) is unable to comply with any pre-condition to execution of the Contract.

39. The TCIG reserves the right to terminate the Contract by written notice if the Consultant fails to meet the terms and conditions of the Contract.
# APPENDIX 1: TENDER EVALUATION CRITERIA

## Prequalification

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>I have enclosed a completed and signed Appendix 2: Certificate of Non-Collusion. <em>(A tender will not be considered unless a completed Certificate of Non-Collusion signed by or on behalf of the Tenderer is included).</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>I have enclosed a copy of current Business Licence Certificate in the appropriate class of business (or receipt of payment).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>I have enclosed a copy of Certificate of Good Standing (for TCI Limited Companies) or Certificate of Registration (for other TCI based Tenderers) or Incorporation Documents showing the country and date of incorporation and Certificate of Good Standing [or equivalent in home country] (for Tenderers not based in the TCI).</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>I have enclosed a full listing of the Directors and/or Principals of the Company.</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>I certify that neither I nor any of the other Directors or Principals of the Company have any conflict of interest <em>(actual or perceived, as defined by the TCI Code of Conduct issued by the Integrity Commission)</em> within this tender. <strong>If yes, details are submitted.</strong></td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td>I certify that no Contracts with the Company have been cancelled for non-performance in the last 5 years</td>
<td>Required</td>
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<tr>
<td>7.</td>
<td>I declare that no bankruptcy or insolvency proceedings are held against the Company or its Principals</td>
<td>Required</td>
<td></td>
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<tr>
<td>8.</td>
<td>I declare that there is no ongoing or pending litigation against the Company or the Principal(s).</td>
<td>Required</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>I have enclosed proof of Financial Position in the form of reference letter, no older than six (6) months, from banker/financial institution as evidence of good financial standing.</td>
<td>Required</td>
<td></td>
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<tr>
<td>10.</td>
<td>I have included comments on the Draft Contract to improve the Contract between TCIG and the Tenderer <em>(if no comments are attached it is understood that the Consultant will be content to agree the Contract without amendments).</em></td>
<td>Optional</td>
<td></td>
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<tr>
<td>11.</td>
<td>I have included suggestions, recommendations and suitable solutions to problems with supplying the contracted Services.</td>
<td>Optional</td>
<td></td>
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<tr>
<td>12.</td>
<td>I have included any other supporting information that will justify my tender prices.</td>
<td>Optional</td>
<td></td>
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I certify that I have read the whole of the Invitation to Tender and that the above information is true and correct.

**Signature of Principal of Company:** __________________________ **Date:** ______________________

**Name:** __________________________ **Capacity:** __________________________

**Telephone Number:** __________________________ **e-mail:** __________________________
Technical Evaluation

Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposal are:

<table>
<thead>
<tr>
<th>Description</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td><strong>1. Statement of Capability (Qualifications and competence for the</strong></td>
<td>40</td>
</tr>
<tr>
<td>Assignment. Copies of credentials and references to be provided):</td>
<td></td>
</tr>
<tr>
<td>a. Education</td>
<td></td>
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<td>b. General qualifications (general education and training, experience)</td>
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<tr>
<td>c. Specific experience for the assignment.</td>
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<tr>
<td>d. Adequacy for the Assignment (relevant education, training, experience</td>
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<tr>
<td>and evidence in the sector/similar contracts undertaken, results of</td>
<td></td>
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<tr>
<td>work carried out in other small economies).</td>
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<tr>
<td><strong>2. Methodology and Work Plan: Adequacy and quality of the proposed</strong></td>
<td>40</td>
</tr>
<tr>
<td>methodology, and work plan, including level of detail, in responding to</td>
<td></td>
</tr>
<tr>
<td>the Terms of Reference.</td>
<td></td>
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<tr>
<td><strong>3. Transfer of Knowledge (training) program (relevance of approach and</strong></td>
<td>20</td>
</tr>
<tr>
<td>methodology).</td>
<td></td>
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<tr>
<td><strong>Total points for this Section</strong></td>
<td>100</td>
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Tenders will be required to meet a minimum technical score of **seventy-five (75) points.** No tender will be considered with a technical score of less than **75 points.**

**EXPERTISE REQUIRED**

Number of Experts Requested

There will be other education experts that will be recruited as part of the implementation of this project. These will not be addressed in this tender. The Consultant will work closely with those experts as they are important to the delivery of the indicators for specific tasks among other things:

1. Design of new school and preparation of related documents
2. Experts in education who can review curriculums, design training programs and other specific education technical areas.
Qualifications and skills

- Masters (MBA) or a doctoral degree in Business, Educational Leadership, Policy Development or social sciences or any related area is preferable.

General professional experience

- The expert will have over 10 years of experience in planning, organizational development and/or capacity building.

Specific professional experience

- Monitoring and evaluation of education sector project and plans.
- Experience in Technical and Vocational Education and Training
- Research Development and Reporting Analysis
- Experience in Strategic Planning, and Team Leadership is essential
- Project management skills, training and experience is required.
- Specific experience working in a complex change environment with multiple stakeholders and securing their engagement to deliver change is essential.
- Experience in change management and workforce education.
- Experience in developing and implementing policies and procedures
- Experience in working across departmental boundaries to achieve results

Financial

Costed Financial Proposal: The preferred bidder will be the one with the highest technical score that has achieved the required minimum technical score. A contract will be negotiated with the preferred bidder. If a contract cannot be negotiated with that bidder then the next highest technical score will be selected as the preferred bidder until such time as a contract is agreed.
APPENDIX 2: CERTIFICATE OF NON-COLLUSION

Certificate of Non-Collusion

TURKS AND CAICOS ISLANDS GOVERNMENT

TENDER SUBMISSION CERTIFICATE OF NON-COLLUSION

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:

I. 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

II. 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

III. Otherwise collude with any person with the intent of preventing or restricting full competition

IV. 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 Turks and Caicos Islands Government 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 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 tender is made.

Print Name……………………………………… Signature……………………………………

in the capacity of ................................................ Date…………………………………

Duly authorized to sign tenders and acknowledge the contents of the certificate of non-collusion for and on behalf of:

Name of firm…………………………………………………………………………………………

Full postal address……………………………………………………………………………………

…………………………………………………………………………………………………………

……………………………………………….. E-mail…………………………………………

Telephone no........................................ Fax no .......................................................
APPENDIX 3: TENDER RESPONSE FORM

To: The Secretary to the Procurement Board
   Office of the Deputy Governor
   Waterloo Plaza (upstairs Scotiabank)
   Waterloo Road
   Grand Turk
   Turks and Caicos Islands

From: ..........................................................................................................................

1. I/We have examined the Invitation to Tender and hereby offer to provide Consultancy for the
   Turks and Caicos Islands Government’s EDF 11 Education Sector Reform Strategy,
   Tender Reference Number TR 17/6, in accordance with the Tender Documents and Scope
   of Services. Below is the cost summary and attached is the detailed costed Financial Proposal.

<table>
<thead>
<tr>
<th>CONSULTANCY</th>
<th>BID PRICE (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultancy for the Turks and Caicos Islands</td>
<td></td>
</tr>
<tr>
<td>Government’s EDF 11 Education Sector Reform Strategy</td>
<td></td>
</tr>
<tr>
<td>OTHER COSTS</td>
<td></td>
</tr>
<tr>
<td>TOTAL BID PRICE (US$)</td>
<td></td>
</tr>
</tbody>
</table>

2. I/We acknowledge this offer will remain open for acceptance by you for a period of ninety
   (90) calendar days from the closing date for receipt of tenders. The full Tender Package is now
   enclosed along with supporting documentation.

3. I/We acknowledge that the Turks and Caicos Islands Government is not obliged to accept the
   lowest or any offer and that this contract award procedure may be cancelled by you.

4. I/We acknowledge that all costs and expenses incurred by us in producing and submitting this
   offer will be borne by us in full.

5. I/We undertake to treat the details of this offer as private and confidential. I/We acknowledge
   that no part of these documents may be transmitted by us to a third party.

6. Prices quoted are inclusive of all applicable fees and charges associated with the provision of
   the service(s).

7. Indicate proposed Commencement Date: ________________________________
8. Proposed Payment Terms:

........................................................................................................................................
........................................................................................................................................

I/We acknowledge the Turks and Caicos Islands Government reserves the right to accept any tender submitted in whole or in part or reject any or all Tenders or to award the work in one or more contracts and to waive any irregularities.

I/We further acknowledge this tender is irrevocable, made for good consideration and acceptance thereof by the Turks and Caicos Islands Government and shall be binding on the undersigned from the date of acceptance.

Print Name………………………….  Signature of Tenderer…………………………………..
in the capacity of ................................. Date: ............................2017

On behalf of (Name of Company)..................................................................................

Address................................................................................................................................
........................................................................................................................................
........................................................................................................................................

Telephone........................................ Fax No....................................................

E-mail.................................................................................................................................

** Please Use This Form for Submission **
APPENDIX 4: DRAFT CONTRACT

Consultancy for the Turks and Caicos Islands Government’s EDF 11 Education Sector Reform Strategy, Tender Reference Number TR 17/6

CONSULTANCY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE TURKS AND CAICOS ISLANDS

AND

[name and address of consultant]

Dated the [  ]

ATTORNEY GENERAL'S CHAMBERS
WATERLOO ROAD
GRAND TURK
TURKS & CAICOS ISLANDS
BRITISH WEST INDIES
3. Recitals

5. Part I – Standard Conditions

17. Part II – Conditions of Particular Application

18. Appendix A – Scope of Services

20. Appendix B – Personnel, Equipment, Facilities and Services of others to be provided by the Client

21. Appendix C – Remuneration and Payment

22. The Consultant’s Proposal Dated………….
CONSULTANCY AGREEMENT

THIS AGREEMENT is made on the day of [   ]

BEETWEEN:

Government of the Turks and Caicos Islands ("the Client") OF THE FIRST PART

AND

[Name of consultant and address]("the Consultant") OF THE SECOND PART

RECITALS

WHEREAS -

The Client desires that certain Services should be performed by the Consultant, namely Services outlined in Part II of the Agreement and has accepted a proposal by the Consultant for the performance of such Services.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In the Agreement, unless the context otherwise requires words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Client/Consultant Services Agreement contained in Part I.

2. The following documents shall be deemed to form and be read and construed as part of the Agreement, namely:

   a) The Letter of Offer dated [   ];
   
   b) The Conditions of the Client/Consultant Services Agreement (Part I – Standard Conditions, and Part II – Conditions of Particular Application);
   
   c) The Appendices, namely:

   Appendix A – Scope of Services

   Appendix B – Personnel, Equipment, Facilities and Services of Others to be provided by the Client

   Appendix C – Remuneration and Payment
3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with the laws of the Turks and Caicos Islands.

Executed for and on behalf of

THE GOVERNMENT OF THE TURKS &
CAICOS ISLANDS by DR. JOHN FREEMAN,
Governor of the Turks and Caicos Islands

DR. JOHN FREEMAN
Governor of the Turks and Caicos Islands

in the presence of:

______________________________
WITNESS
Name of witness__________________

Executed by [consultant]

in the presence of:

______________________________  ______________________________
DIRECTOR                     DIRECTOR/SECRETARY
CONDITIONS OF THE CLIENT/CONSULTANT SERVICES AGREEMENT

PART I

STANDARD CONDITIONS

1 Definitions:

1.1 ‘Agreed Compensation’ means additional sums as defined in Part II which are payable under the Agreement;

1.2 ‘Client’ means the Turks and Caicos Islands Government;

1.3 ‘Conditions’ means the terms and conditions set out in the Conditions of the Client/Consultant Services Agreement Parts I and II together with Appendix A (Scope of Services), Appendix B (Personnel, Equipment, Facilities and Services of Others to be provided by the Client), Appendix C (Remuneration and Payment), Letter of Offer dated ………………;

1.4 ‘the Consultant’ means [ ];

1.5 ‘day’ means a day on which the banks are open for normal trading in the Turks and Caicos Islands;

1.6 ‘the Effective Date’ means the date of commencement;

1.7 ‘the Price’ means the sums contained in Appendix D which are to be paid by the Client to the Consultant in consideration of the provision of the Services;

1.8 ‘the Services’ means the services to be performed by the Consultant in accordance with the Agreement and comprise Normal Services and Additional Services; and

1.9 ‘Work’ means any reports, designs, proposals, actions, documents and other items (including software) produced by the Consultant in its performance of the Services, which are specified or referred to in the Agreement.

2 Interpretation

2.1 In this agreement unless otherwise specified:

2.1.1 reference to a party is a reference to a party to this agreement and includes his permitted assignees and the respective successors in title to substantially the whole of his undertaking;
2.1.2 reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;

2.1.3 reference to an Ordinance or Regulation or any of its provisions is a reference to that Ordinance or Regulation or such provision as from time to time amended or re-enacted;

2.1.4 words denoting the singular include the plural and vice versa and words denoting any gender include all genders;

2.1.5 references to recitals, clauses, paragraphs or schedules are to recitals, clauses and paragraphs of and schedules to the Agreement.

2.2 The index to and the headings in the Agreement are for information only and shall be ignored in construing it.

2.3 The Appendices form part of the operative provisions of the Agreement and references to the Agreement shall, unless the context otherwise requires, include references to the Appendices.

2.4 If there is conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in Part II.

3 Scope of Services
3.1 The Consultant shall perform the Services in accordance with the Agreement. The Scope of the Services is stated in Appendix A with effect from the Effective Date and the Consultant shall provide the Services in accordance with the Timetable.

3.2 Time is of the essence in respect of obligations in the Agreement to perform certain actions or do certain things by a given date.

4 Normal and Additional Services

4.1 Normal Services are those described as such in Appendix A.

4.2 Additional Services are those described as such in Appendix A or which by written agreement of the parties are otherwise additional to Normal Services.

5 Duty of Care and Exercise of Authority

5.1 The Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

5.2 Where the Services include the exercise of powers or performance of duties authorised or required by the terms of a contract between the Client and any third party, the Consultant shall:

a) act in accordance with the Agreement provided that the details of such powers and duties are acceptable to him where they are not described in Appendix A.

b) if authorised to certify, decide or exercise discretion, do so fairly between the Client and third party not as an arbitrator but as an independent professional acts by his skill and judgment.
c) if so authorised vary the obligations of any third party, subject to obtaining the prior approval of the Client to any variation which can have important effect on costs or quality or time (except in any emergency when the Consultant shall inform the Client as soon as practicable).

6 Client’s Property

Anything supplied by or paid for by the Client for the use of the Consultant shall be the property of the Client and where applicable shall be so marked. Any information, data or document provided to or collected by the Consultant in the course of providing the Services shall be confidential information and shall not be disseminated or disclosed to any other person without the written consent of the Client. When the Services are completed or terminated the Consultant shall deliver to the Client all documents relating to the Services, including those provided by the Client during the performance of the Services and furnish inventories to the Client of what has not been consumed in the performance of the Services and shall deliver it as directed by the Client.

OBLIGATIONS OF THE CLIENT

7 Information

The Client shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.

8 Decisions

On all matters properly referred to it in writing by the Consultant the Client shall give its decision in writing so as not to delay the Services and within a reasonable time.

9 Assistance

In the Turks and Caicos Islands in respect of the Consultant or its personnel the Client shall do all in its power to assist in:

a) the provision of documents necessary for entry, residence, work and exit;
b) providing unobstructed access wherever it is required for the Services;

c) import, export and customs clearance of personal effects and of goods required for the Services;

d) providing access to other organisations for collection of information which is to be obtained by the Consultant.

10 Equipment and Facilities

The Client shall make available, free of cost, to the Consultant for the purpose of the Services the equipment and facilities described in Appendix B.

11 Client’s Personnel

In consultation with the Consultant, the Client shall at his own cost arrange for the selection and provision of personnel in his employment to the Consultant in accordance with Appendix B. In connection with the Services such personnel shall take instructions only from the Consultant.

12 Supply of Personnel

The personnel, if any, who are sent by the Consultant to work in the Turks and Caicos Islands shall have been physically examined and found fit for their assignment, and their qualifications shall be acceptable to the Client.

The personnel to be supplied by the Client in accordance with Clause 11 shall be acceptable to the Consultant.

13 Representatives

For the administration of the Agreement each party shall designate the official or individual to be his representative.
If required by the Client, the Consultant shall designate an individual to liaise with Client’s representative in the Turks and Caicos Islands.

14 Changes in Personnel

If it is necessary to replace any person, the party responsible for the appointment shall immediately arrange for replacement by a person of comparable competence.

The cost of such replacement shall be borne by the party responsible for the appointment except that if the replacement is requested by the other party

a) such request shall be in writing stating the reasons for it and

b) the party making the request shall bear the cost of replacement unless misconduct or inability to perform satisfactorily is established as the reason.

LIABILITY AND INSURANCE

15 Liability between the parties

15.1 Liability of the Consultant
The Consultant shall only be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Clause 5 is established against the Consultant.

15.2 Liability of the Client
The Client shall only be liable to pay compensation to the Consultant if a breach of its duty to the Consultant is established against the Client.

15.3 Compensation
If it is considered that either party is liable to the other, compensation shall be payable only on the following terms:

(a) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.

(b) In any event, the amount of such compensation will be limited to the amount specified in Clause 17.1.

(c) If either party is considered to be liable jointly with third parties to the other, the proportion of compensation payable by the party shall be limited to that proportion of liability, which is attributable to the party’s breach.

16 Duration of Liability

Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Part II, or such earlier date as may be prescribed by law.

17 Limit of Compensation and Indemnity

17.1 The maximum amount of compensation payable by either party to the other in respect of liability under Clause 15 is limited to the amount stated in Part II.

Each party agrees to waive all claims against the other in so far as the aggregate of compensation, which might otherwise be payable exceeds the maximum amount payable.

If either party makes a claim for compensation against the other party and this is not established the claimant shall entirely reimburse the other for his reasonable legal costs incurred as a result of the claim.

17.2 Exceptions

Clauses 17.1 does not apply to claims arising:
(i) from deliberate default or reckless misconduct, or

(ii) otherwise than in connection with the performance of obligations under the Agreement.

18 Insurance for Liability and Indemnity
The Client can request in writing that the Consultant

(i) insures against his liability under Clause 15.1;

(ii) increases his insurance against liability under Clause 15.1 over that for which he was insured at the date of the Client’s first invitation to him for a proposal for the Services;

(iii) insures against public/third party liability;

(iv) increases his insurance against public/third party liability over that for which he was insured at the date of the Client’s first invitation to him for a proposal for Services;

(v) effects other insurances.

If so requested, the Consultant shall make all reasonable efforts to effect such insurance or increase in insurance with an insurer and on terms acceptable to the Client.

19 Insurance of Client’s Property
Unless otherwise requested by the Client in writing the Consultant shall make all reasonable efforts to insure on terms acceptable to the Client –

(i) against loss or damage to the property of the Client supplied or paid for under Clause 6.

(ii) against liabilities arising out of the use of such property.

The cost of such insurance shall be at the expense of the Client.
COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

20 Agreement Effective

The Agreement is effective from the date of commencement.

21 Commencement and Completion

The Services shall be commenced and completed at the times or within the periods stated in Part II subject to extensions in accordance with the Agreement.

22 Variations

The Agreement can be varied on application by either party by written agreement of the parties.

23 Further Proposals

If requested by the Client in writing, the Consultant shall submit proposals for altering the Services. The preparation and submission of such proposals shall not be an Additional Service.

24 Delays

If the Services are impeded or delayed by the Client or his contractors so as to increase the amount or duration of the Services -

(i) The Consultant shall immediately inform the Client of the circumstances and probable effects.

(ii) The increase may be regarded as Additional Services.

(iii) The time for completion of the Services shall be increased accordingly.
25 Changed Circumstances

If circumstances arise for which the Consultant is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.

In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply but not for a period exceeding 30 days for resumption of them.

If the change in circumstances causes a delay of more than 30 days and in the opinion of the Client the changed circumstances make it irresponsible or impossible for the Consultant to perform in whole or in part the Services in accordance with the Agreement the Client may terminate the Agreement by written notice to the Consultant and the Agreement shall terminate as and from the receipt of such notice by the Consultant and the Agreement shall cease to have effect.

26 Abandonment, Suspension or Termination

26.1 Notice of the Client

(i) The Client may suspend all or part of the Services or terminate the Agreement by notice of at least 15 days to the Consultant who shall immediately make arrangements to stop the Services and minimise expenditure.

(ii) If the Client considers that the Consultant is without good reason not discharging his obligations he can inform the Consultant by notice stating the grounds for the notice. If a satisfactory reply is not received within 15 days the Client can by further notice terminate the Agreement.

26.2 Notice of the Consultant

After giving at least 30 days’ notice to the Client, the Consultant can by further notice terminate the Agreement.

26.3 Anti-Bribery
(a) The Client shall also have the right to terminate this Agreement forthwith by written notice to the Consultant, and to recover any loss resulting from such termination:

(i) if the Consultant gives or offers, or has given or offered, or agrees, or has agreed, to offer or give to any person any gift, inducement or reward for:

- doing or forebearing to do, or for having done or foreborne to do, anything in relation to entering into this Agreement; or
- showing, or forebearing to show, favour or disfavour to any person in relation to this Agreement; or

(ii) if, in relation to this Agreement, the Consultant commits, or has committed, or attempts to commit, or has attempted to commit, any offence of bribery at common law or under any written law of the Islands; or

(iii) if the Consultant has misrepresented facts, or has used collusive or dishonest practices, in order to influence the entry into this Agreement.

(b) Such right will accrue whether or not the relevant act or omission occurs before or after the incorporation of the Consultant.

(c) The payment of reasonable and proper fees to a professionally retained person in relation to this Agreement shall not amount to an event giving rise to a right of termination by the Client pursuant to this clause.

(d) The entry into this Agreement or its subsequent performance by the Client will not amount to a waiver of its rights under this clause, whether or not it should subsequently be alleged either:
(i) that the Client had, at the time of entry into this Agreement, sufficient knowledge of any facts and matters which might permit it to exercise the right to terminate this Agreement; and/or

(ii) that the Client’s entry into this Agreement or its performance of this Agreement amounts to a waiver of its rights to terminate the Agreement under its terms or at law,

(e) If the Client so terminates this Agreement, then (without prejudice to its other rights, actions and remedies) the Client shall be entitled to recover from the Consultant the amount or value of any such gift, inducement or reward.

(f) The Client shall have the right to terminate this Agreement forthwith by written notice if the Consultant accepts any gift, inducement, or reward from any person or third party for doing or forebearing to do, or having done or foreborne to be done, anything in relation to his services provided under this Agreement.

(g) In this clause, references to the Consultant shall be deemed to include a reference to:

(i) (if the Consultant comprises more than one person, company or entity), each and every one of such persons, companies or entities, and to all such persons, companies or entities;

(ii) each and every shareholder in, employee of, and director of, the Consultant for the time being; and

(iii) each and every person connected with the Consultant for the time being, including, but not limited to, any person:

- who has any interest, whether legal or beneficial, including as the beneficiary of a trust, in the Consultant;
- under the control or direction of the Consultant; and/or

- in partnership with, or working with, the Consultant or any of its shareholders and/or directors.

26.4 It is hereby acknowledged and agreed that termination of this Agreement shall be without prejudice to any other right of action or remedy of the Client arising under this Agreement.

27 Exceptional Services
Upon the occurrence of circumstance described in Clause 25 or abandonment or suspension or resumption of Services or upon termination of the Agreement otherwise than under the provisions of Clause 26.1 (ii) any necessary work or expense by the Consultant extra to the Normal Services and Additional Services shall be regarded as Exceptional Services.

The performances of Exceptional Services shall entitle the Consultant to extra time necessary for their performance and to payment for performing them at a price agreed between the parties in writing.

28 Rights and Liabilities of Parties
Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

After termination of the Agreement, the provisions of Clause 17 shall remain in force.

PAYMENT
29 Payment to the Consultant

The Client shall pay the Consultant for Normal Services in accordance with the Conditions and with the details stated in Appendix C, and shall pay for Additional Services at rates and prices which are given in or based on those in Appendix C so far as they are applicable but otherwise as are agreed in accordance with Clause 22.

30 Time for Payment

Amounts due to the Consultant shall be paid promptly PROVIDED that the Consultant would have fulfilled the obligations contained herein and that the provisions under Clause 26 have not been invoked.

31. Currency of Payment

The currency applicable to the Agreement is that stated in Part II. Where payment is to be made in other currencies it shall be computed at rates of exchange as defined in Part II and paid net without deductions.

32. Third Party Charges on the Consultant

Except where specified in Part II or Appendix C

(i) the Client shall whenever possible arrange that exemption is granted to the Consultant and those of his personnel who are not normally resident in the Turks and Caicos Islands from any payments required by the Government or authorized third parties in the Turks and Caicos Islands which arise from the Agreement in respect of:

(a) their remuneration (save for National Insurance and National Health Insurance, where applicable)

(b) their imported goods other than food and drink

(c) goods imported for the Services
(d) documents.

(ii) whenever the Client is unsuccessful in arranging such exemption he shall reimburse the Consultant for such payments properly made.

(iii) provided that the goods when no longer required for the purpose of the Services and not the property of the Client shall not be disposed of in the country of the Project without the Client’s approval

(a) shall not be disposed of in the country of the Project without the Client’s approval

(b) shall not be exported without payment to the Client of any refund or rebate recoverable and received from the Government or authorized third parties.

33. Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client, the Client shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice. In respect of a disputed invoice, the Consultant agrees to provide such information, including original invoices, as requested by the Client.

34. Independent Audit

The Consultant shall maintain up-to-date records, which clearly identify relevant time and expense.

Except where the Agreement provides for lump sum payments, the Client can at notice of not less than 7 days require that a reputable firm of accountants nominated by the Client audit any amount claimed by the Consultant by attending during normal working hours at the office where the records are maintained and the Consultant agrees to comply with a request for accounting or other records made by the Client in order to verify any amount due or paid to the Consultant under the Agreement.

GENERAL PROVISIONS
35. Languages and Law

In Part II there is stated the language or languages of the Agreement, the ruling language and the law to which this Agreement is subject.

36. Changes in Legislation

If after the date of the Agreement the cost or duration of the Services is altered as a result of changes in or additions to the regulations in the Turks and Caicos Islands the agreed remuneration and time for completion shall be adjusted accordingly.

37. Assignment and Sub-Contracts

(i) The Consultant shall not without the written consent of the Client assign the benefits from the Agreement other than money.

(ii) Neither the Client nor the Consultant shall assign obligations under the Agreement without the written consent of the other party.

(iii) The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

38. Copyright

The Consultant retains copyright of all documents prepared by him SUBJECT to the provision regarding confidentiality contained in Clause 6. The Client shall be entitled to use them or copy them only for the Works and the purpose for which, they are intended, and need not obtain the Consultant’s permission to copy for such use.

39. Conflict of Interest
The Consultant shall not engage in any activity, which might conflict with the interests of the Client under the Agreement.

40. Notices

Any notice or other communication required or permitted to be given hereunder shall be sent either by registered (air) mail, return receipt requested if available, or by cable, telefax, telegram or facsimile, or delivered by hand against receipt, addressed as follows:

If to the Client: [The Attorney General
Attorney General's Chambers
Waterloo Plaza
Waterloo Road
Grand Turk
Turks and Caicos Islands
Fax (649) 946-1329/2588]

If to the Consultant: [Name and contact details]

or at such other place as the relevant party may, giving reasonable notice, direct in writing.

Any notice sent by registered mail shall be deemed to have been received seven (7) days after posting unless previously received, and any notice by cable, telegram, telex or facsimile shall be deemed to have been received the next business day after delivery to a proper transmitting agent, unless previously received hereunder.

41. Publication
The parties, either alone or jointly with others, can publish material relating to the Works and Services. Publication by the Consultant without the Client shall only be of documents which he retains copyright and shall be subject to approval of the Client if it is within two years of completion or termination of the Services and subject to the provisions of Clause 6 herein.

**Settlement of Disputes**

42. **Claims for Loss or Damage**

Subject to Clause 17, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between the Client and the Consultant or failing agreement shall be referred to arbitration in accordance with Clause 43.

43. **Arbitration**

43.1 In the event of any dispute arising out of or in relation to the Agreement and such dispute relates to a technical or minor matter only such dispute shall be referred to an appropriately qualified single arbitrator to be agreed by the parties or in default of agreement to be appointed as provided hereunder and the person so appointed shall act as an expert and his decision shall be final and binding save for the right of appeal to the Supreme Court of the Turks and Caicos Islands on a point of law.

43.2 In all other cases the parties submit to the jurisdiction of the Supreme Court of the Turks and Caicos Islands.

43.3 If a party wishes to refer a matter to arbitration that party (“the Giver”) shall serve written notice (“the Arbitration Notice”) of the matter in dispute to the other party (“the Receiver”) setting forth the terms of the matter disputed and nominating an arbitrator.

43.4 The Receiver shall within 14 days provide a response in writing (“the Response Notice”) to the Giver either agreeing to the reference to arbitration or contesting the reference on the basis that the matter is not suitable for reference to arbitration and if the Receiver agrees that the matter can be referred to arbitration the Receiver may nominate a different arbitrator from the one nominated by the Giver.
43.5 If the parties fail to agree that the matter should be referred to arbitration either of them may refer the issue of suitability for arbitration to the Supreme Court for decision as a preliminary matter.

43.6 All arbitrations shall take place in the Turks and Caicos Islands at a place and time decided upon by the arbitrator and the cost of the arbitration shall be ordered by the arbitrator.

43.7 Save as expressly varied hereby the terms of the Arbitration Ordinance shall apply.

45. Mutual Warranty

Each Party warrants to the other party that it has full right and authority to enter into, execute and perform under this Agreement in accordance with the terms thereof, and that the execution and delivery of this Agreement has been duly authorised.
PART II

CONDITIONS OF PARTICULAR APPLICATION

References from Clauses in Part I

13. Designated Representatives –

Client – [name]
Ministry of Government [ ]
Grand Turk
649-946-2801 Ext [ ], Fax [ ]

Consultant – [name and contact address]

16. Duration of Liability – [years] reckoned from the date of commencement of the Services

17.1 Limit of Compensation – [ ] in the aggregate

21. Commencement [ ] and Completion shall be [days/months] from the Commencement.

31. Currency of Agreement – United States Dollars

35. Language of the Agreement – English language

43. Law to which Agreement is Subject – The laws of the Turks and Caicos Islands
APPENDIX A

SCOPE OF SERVICES

The Services are given in Table 1 below:

Table 1

<table>
<thead>
<tr>
<th>Normal Services</th>
</tr>
</thead>
</table>

TERMS OF REFERENCE

A  DESCRIPTION OF THE ASSIGNMENT

A.1  Overall objective

The overall objective of the project of which this contract will be a part, is to ensure that the stated educational reforms and systems outlined in the EDF 11 action file are enacted and performance indicators are met according to the stated standards in the stated time.

B.  Purpose

The purpose of this contract is to guide the preferred bidder in coordinating, directing implementing and managing, the Turks and Caicos Islands' Education Sector Reform Contract as outlined in the EDF 11 action document.

B.1.  Results to be achieved by the Contractor

• Managing the deliverables and implementation of the Sector Reform Contract
• Working closely with relevant Ministers and senior officials to ensure the plan and its updates remain relevant and include credible deliverables, activities, timeline and budgets and, in particular, that clear and timely decisions are made;
• Developing the implementation team through a focus on capacity building and, in particular, on developing team working across departments and ministries in the furtherance of national goals;

• Its performance is monitored through clear objectives and measurable indicators. Progress on key elements is assessed on the basis of baselines.

C. ASSUMPTIONS & RISKS

C.1. Assumptions underlying the project

• TCIG continues to make educational reform a top priority;

• TCIG provides the required budgets for all elements of the Sector Reform Contract and for the team to implement it.

D. SCOPE OF THE ASSIGNMENT

D.1. General

D.1.1. Project description

Through this technical assistance, a Programme Director, is required to co-ordinate and manage efforts in delivering the Sector Reform Strategy and to lead and manage the TCIG Delivery Team. The Delivery Team will be drawn from across the civil service and private sector. The Programme Director will ensure that specific EU conditions and targets are met and the monitoring requirements are in place. This project is important to the EDF11 and achieving the indicators that are set out. The achievements of these indicators are parallel to delivery strategy of the Education Sector reform.

The Programme Director will be responsible for implementing the agreed Sector Reform Contract which will ensure that the TCIG meets the Sector Reform Contract targets and so the delivery of EDF 11 indicators.

Some projects include process improvements to streamline TCIG’s administrative systems, the delivery of civil works including new and upgraded institutions, while others involve new programme design/delivery.

Further projects involve improving the functioning of the Labour market, part of which concerns human resource development through setting up collaborative programmes between the Ministry of Education and the private sector. The Programme Director will also be responsible for coordinating the system of governance and functional support including finance, human resources, communications and progress monitoring. Finally, he or she will have responsibility for leading and managing the various delivery teams.
E. Specific work

The Objectives for the Programme Director are to:

• Update, further develop and manage the detailed Delivery Plan.

• Obtain support, commitment and timely decisions from decision-makers, as appropriate and necessary.

• Co-ordinate the various Work Streams in a timely manner and manage the interface between specific areas of work and functional activities. The key functional areas are planning, finance and monitoring, human resources and communications.

• Lead, manage and monitor project teams responsible for specific work streams.

• Ensure that the necessary overall monitoring of the indicators in relation to the Sector Reform Contract as a reporting tool for the 11th EDF programme is carried out and the key stakeholders are kept engaged as part of the project team and are working to meet the requirements of the annual disbursement files.

To fulfil these roles, the Programme Director’s duties and responsibilities with the Delivery Team will include:

• Developing, prioritizing and managing work streams covering the various projects and functions.

• Managing the balance between resource availability, work stream priorities and the assignment of responsibilities and deadlines.

• Identifying resource requirements and determine the source, whether from government, private or any other sources.

• Liaising with the Accounting Officer for the Ministry of Education, Youth Sports and Library Services. Through the Accounting Officer, progress reports and presentations will be made to Cabinet and the Permanent Secretaries’ Board to obtain timely decisions on policy issues.

• Managing day-to-day operational aspects of the Delivery Plan.

• Ensuring that a management system (preparation, delivery, monitoring with responsibilities) is in place, current and accessible so that the reporting requirements of the EU are met;

• Active participation with building the Delivery Team’s capacity and its ability to bring about change. This should include helping identify specific roles and responsibilities and helping build the necessary capacity with team members drawn from TCIG Departments.
Working with private sector counterparts to develop Public-Private partnership programmes.

F. Key Outputs/Deliverables and Schedule

- Within the first twenty-five days of the commencement of this assignment, update the existing short term Delivery Plan, taking into account both current realities and the longer term objectives of the Sector Reform Contract and EDF 11. The plan should be agreed with the Ministry of Education and, as appropriate, Cabinet. It should specify what will be delivered during the assignment, duly prioritized, and what will be delivered thereafter.

- Throughout the assignment, work with TCIG and the Delivery team, in particular, to implement identified priorities successfully;

- Throughout the assignment, to engage in the capacity building of the Delivery Team staff to form the basis of a longer-term policy and policy delivery unit that is able to work across government ministries and departments to deliver change in key priority areas;

- The focus of the assignment should be on producing results, not writing reports. On this basis, the submission of progress reports to the Ministry of Education on a regular basis in an appropriate form should be agreed with the Minister of Education or his nominated representative. If the report is on the basis of an oral presentation, minutes should be prepared and made available in the form of an Interim Report. The Project Manager will also be responsible for completing the disbursement files when they are due.

- A Final Report should be submitted at the end of the assignment and agreed within 30 days following completion of the project. The report should assess achievements against the agreed plan, explaining what was changed and why there were variances. It should focus, in particular, on developing a further delivery plan, taking in longer term priorities, those that are still to be achieved and those that arise during the assignment. It should specify how this new plan should be delivered, making observations and recommendations on any requirements for further institutional and organisational development, as appropriate. This should include comments on TCIG’s effectiveness in managing delivery and on it should develop its ability to manage change, particularly across ministries and departments and in partnership with outside bodies, such as the private sector.
G. Project Management

G.1. Responsible body

The responsible body will be the Turks and Caicos Islands Government, Ministry of Education, Youth, Sports and Library Services who will have the overall responsibility for managing the contract.

H. Management structure

A project team is in place, which will assist the Programme Director with the management of the programme. The Programme Director will report to the Permanent Secretary of Education, either directly or through the Deputy Permanent Secretary responsible.

The Minister of Education may set up an interdepartmental Project Board or other body that will help to monitor reform activities if this is deemed necessary.

I. Facilities to be provided

The Ministry of Education of the Turks and Caicos Islands Government will provide office accommodation of a reasonable standard, which will include office furniture and associated equipment.

J. LOCATION AND DURATION

J.1. Location

The consultants will be based in TCI in Grand Turk, but will have to travel regularly to the other islands of TCI, mainly Providenciales, following agreement from the Ministry of Education/Permanent Secretary. They are likely to spend up to half their time in each of these two main islands.

K. Start date & period of implementation

The intended commencement is August 2017 and the period of implementation of the contract will be 150 to 200 calendar days from this date.

L. ADMINISTRATIVE INFORMATION AND BUDGET

L.1. General

The offer should be accompanied by a proposal describing the methodology (5 pages max) about how the contractor will aim to deliver the required service in accordance with the terms of reference, experts CV, statement of exclusivity and availability and financial offer.

L.2. Office accommodation

Office accommodation will be provided by the Turks and Caicos Islands Government, Ministry of Education, Youth, Sport and Library Services.
## L.3. Budget

Authorized items to foresee under ‘Incidental Expenditures’

- There is expected to be frequent travel between Providenciales and Grand Turk (some of those flights to be used for air or sea travel to other islands as agreed by the Ministry of Education)
- Local per diem rates and travel policy will apply.

## Additional Services

Any Additional Services other than those outlined above which are required to be performed by the project manager may be agreed in writing between the two parties and will thereafter form part of the Agreement.
APPENDIX B

PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT

The Personnel, equipment, facilities and services of others to be provided by the Client are given in Table 2 below:

Table 2

<table>
<thead>
<tr>
<th>Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>[The Client will not provide any other personnel.]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Project Manager will be provided with a computer for the duration of the project.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of office space</td>
</tr>
</tbody>
</table>
APPENDIX C

REMUNERATION AND PAYMENT

Payment for the Services is given in Table 3 below:

Table 3: Payment Schedule: To be negotiated

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Percent of Contract value</th>
<th>Total of Contract value ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract signing</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Submission of Draft Report</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Submission of Final Report</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Additional Services</td>
<td></td>
<td>Costs to be negotiated at the time of request and prior to expenditure being incurred</td>
</tr>
</tbody>
</table>
APPENDIX D

Consultant’s Proposal
Tender for:

CONSULTANCY FOR THE TURKS AND CAICOS ISLANDS GOVERNMENT’S EDF 11 EDUCATION SECTOR REFORM STRATEGY

To be returned by: 9:00 A.M. on Wednesday, 26 July 2017

Tender Reference No: TR 17/6

To: The Secretary to the Procurement Board
Office of the Deputy Governor
Waterloo Plaza (upstairs Scotiabank)
Waterloo Road
Grand Turk
Turks and Caicos Islands