

**PROCUREMENT DOCUMENTS**  
**Bidding Document for**  
**Procurement of Goods**

**Procurement of:**  
**Supply, Installation and**  
**Commissioning of Uninterruptible**  
**Power Supplies (UPS)**

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**ICB No:** FCG/SUP/007  
**Project:** Foundations for Competitiveness  
and Growth Project  
**Purchaser:** Planning Institute of Jamaica  
**Country:** Jamaica  
**Issued on:** July 7, 2020

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## **PART 1 – Bidding Procedures**



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# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Corrupt and Fraudulent Practices**
  - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

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- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

#### 4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or



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- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that

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they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another

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commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

#### **PART 2 Supply Requirements**

- Section VII. Schedule of Requirements

#### **PART 3 Contract**

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

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| <b>7. Clarification of Bidding Documents</b> | 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <b>specified in the BDS</b> . The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period <b>specified in the BDS</b> . The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so <b>specified in the BDS</b> , the Purchaser shall also promptly publish its response at the web page <b>identified in the BDS</b> . Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2. |
| <b>8. Amendment of Bidding Document</b>      | <p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.</p>   |

### **C. Preparation of Bids**

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| <b>9. Cost of Bidding</b>  | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  |
| <b>10. Language of Bid</b> | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern. |

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**11. Documents  
Comprising the  
Bid**

11.1 The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed schedules , in accordance with ITB 12 and 14
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) any other document **required in the BDS.**

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid  
and Price  
Schedules**

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

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- 13. Alternative Bids** 13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way

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limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary

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evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

**15. Currencies of Bid and Payment**

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance



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characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents  
Establishing the  
Eligibility and  
Qualifications  
of the Bidder**

17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

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**18. Period of  
Validity of Bids**

- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

**19. Bid Security**

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or

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(d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB41; or

(ii) furnish a performance security in accordance with ITB 42.

19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

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19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

## **20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **D. Submission and Opening of Bids**

## **21. Sealing and Marking of Bids**

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

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- 21.2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 24.1;
  - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

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(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

## **25. Bid Opening**

25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the

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Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).

- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

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- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or



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- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

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- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids** 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

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- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).
- 35. Comparison of Bids**
- 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder**
- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated

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and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**37. Purchaser's  
Right to Accept  
Any Bid, and to  
Reject Any or  
All Bids**

37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

**F. Award of Contract**

**38. Award Criteria**

38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**39. Purchaser's  
Right to Vary  
Quantities at  
Time of Award**

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

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#### **40. Notification of Award**

40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

#### **41. Signing of Contract**

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any

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lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**42. Performance  
Security**

- 42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is: <b>FCG/SUP/007</b>
ITB 1.1	The Purchaser is: <i>Planning Institute of Jamaica</i>
ITB 1.1	<p>The name of the ICB is: <i>Supply, Installation and Commissioning of Uninterruptible Power Supplies (UPS)</i></p> <p>The identification number of the ICB is: <i>FCG/SUP/007</i></p> <p>The number and identification of lots (contracts) comprising this ICB is:  <b>FCG/SUP/007-Lot 1: Kingston &amp; St. Andrew</b>  <b>FCG/SUP/007-Lot 2: St. Ann &amp; St. James</b></p>
ITB 2.1	The Borrower is: <i>Ministry of Finance and the Public Service, represented by the Planning Institute of Jamaica, the Executing Agency</i>
ITB 2.1	Loan or Financing Agreement amount: <i>US\$50 million</i>
ITB 2.1	The name of the Project is: <i>Foundations for Competitiveness and Growth Project</i>
ITB 4.1	Maximum number of members in the JV shall be: <i>three (3)</i>
IITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
	B. Contents of Bidding Documents
ITB 7.1	<p>For <b><u>Clarification of bid purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: <i>Procurement Specialist – FCGP</i></p> <p>Address: <i>Planning Institute of Jamaica, 16 Oxford Road</i></p> <p>City: <i>Kingston 5</i></p> <p>Country: <i>Jamaica</i></p> <p>Telephone: <i>876 935 5082</i></p> <p>Electronic mail address: <i><a href="mailto:mhgriffiths@pioj.gov.jm">mhgriffiths@pioj.gov.jm</a> with copy to <a href="mailto:dwint@pioj.gov.jm">dwint@pioj.gov.jm</a></i></p>

	<p>Requests for clarification should be received by the Purchaser no later than: <b><i>15 days before the bid submission deadline.</i></b></p> <p><b>Bidders shall complete the Bid Confirmation Form attached to the Invitation for Bids and submit same to the address shown above, in order to confirm receipt of the bidding documents, gain access to the Virtual Data Room and receive clarifications.</b></p> <p>A pre-bid meeting shall take place.</p> <p>The <b>pre-bid meeting</b> shall take place at the following date, time and place:  Date: <b><u>July 28, 2020</u></b>  Time: <b><u>10:00 am</u></b>  Place: <u>Virtual Meeting using URL to be provided upon receipt of completed Bid Confirmation Form (NB. Participation may be limited to 2 connections per bidder).</u></p> <p><b>Site visits</b> will be organized as part of the pre-bid meeting. The preliminary schedule is detailed below. Any updates will be posted in the Virtual Data Room.</p> <table border="1"> <thead> <tr> <th>Location &amp; Date</th><th>Time</th></tr> </thead> <tbody> <tr> <td><b>St. James – AUGUST 4, 2020</b></td><td></td></tr> <tr> <td>Fire Prevention Department 3-5 Fort St., Suite 6A, Victoria Building, St. James</td><td>10:00 am</td></tr> <tr> <td>St. James Municipal Corporation 19 Union Street, St. James</td><td>11:00 am</td></tr> <tr> <td>St. James Health Department Payne Street, Montego Bay, St. James</td><td>12:30 p.m.</td></tr> <tr> <td><b>Kingston &amp; St. Andrew – AUGUST 5, 2020</b></td><td></td></tr> <tr> <td>Kingston &amp; St. Andrew Municipal Corporation 24 Church Street, Kingston</td><td>9: 00 am</td></tr> <tr> <td>National Environment and Planning Agency 10 &amp; 11 Caledonia Avenue, Kingston 5</td><td>11: 00 am</td></tr> <tr> <td><b>Kingston &amp; St. Andrew – AUGUST 7, 2020</b></td><td></td></tr> <tr> <td>Fire Prevention Headquarters 84 Hagley Park Road, Kingston 10</td><td>9:00 am</td></tr> <tr> <td>Ministry of Health-Environmental Health Unit 24-26 Grenada Crescent, Kingston 5</td><td>11:00 am</td></tr> <tr> <td><b>St. Ann - AUGUST 11, 2020</b></td><td></td></tr> <tr> <td>Fire Prevention Department Shop 4, Lee Singh Plaza, Windsor Road St. Ann's Bay, St. Ann</td><td>10:00 am</td></tr> <tr> <td>St. Ann Municipal Corporation 1 Church Street, St. Ann's Bay, St. Ann</td><td>10:40 am</td></tr> <tr> <td>St. Ann Municipal Corporation Jail Lane, St. Ann's Bay, St. Ann</td><td>11:30 am</td></tr> <tr> <td>St. Ann Health Department Owen Sound Drive, St. Ann's Bay, St. Ann</td><td>12:00 pm</td></tr> </tbody> </table>	Location & Date	Time	<b>St. James – AUGUST 4, 2020</b>		Fire Prevention Department 3-5 Fort St., Suite 6A, Victoria Building, St. James	10:00 am	St. James Municipal Corporation 19 Union Street, St. James	11:00 am	St. James Health Department Payne Street, Montego Bay, St. James	12:30 p.m.	<b>Kingston &amp; St. Andrew – AUGUST 5, 2020</b>		Kingston & St. Andrew Municipal Corporation 24 Church Street, Kingston	9: 00 am	National Environment and Planning Agency 10 & 11 Caledonia Avenue, Kingston 5	11: 00 am	<b>Kingston &amp; St. Andrew – AUGUST 7, 2020</b>		Fire Prevention Headquarters 84 Hagley Park Road, Kingston 10	9:00 am	Ministry of Health-Environmental Health Unit 24-26 Grenada Crescent, Kingston 5	11:00 am	<b>St. Ann - AUGUST 11, 2020</b>		Fire Prevention Department Shop 4, Lee Singh Plaza, Windsor Road St. Ann's Bay, St. Ann	10:00 am	St. Ann Municipal Corporation 1 Church Street, St. Ann's Bay, St. Ann	10:40 am	St. Ann Municipal Corporation Jail Lane, St. Ann's Bay, St. Ann	11:30 am	St. Ann Health Department Owen Sound Drive, St. Ann's Bay, St. Ann	12:00 pm
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	<b>C. Preparation of Bids</b>												
<b>ITB 10.1</b>	<p>The language of the bid is: <i>English</i>.</p> <p>All correspondence exchange shall be in the English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>												
<b>ITB 11.1 (j)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>▪ List and particulars of spare parts in accordance with ITB 16.4</li> <li>▪ Completed Bill of Quantities</li> <li>▪ Completed Activity Schedule</li> <li>▪ Annual Maintenance Agreement (The agreement shall include proposal for annual service contract to perform regular testing and up-keep of the system, and to undertake an on-call service to attend to system failure.)</li> <li>▪ Relevant brochures</li> <li>▪ Technical Data sheets of each item, including product dimensions and weights</li> <li>▪ Product description or detailed description of the UPS functions</li> <li>▪ Installation layout details where it differs from the drawings.</li> </ul>												
<b>ITB 13.1</b>	Alternative Bids shall not be considered.												
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.												
<b>ITB 14.6</b>	<p>Prices quoted for each lot (contract) shall correspond at least to <b>100%</b> percent of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond at least to <b>100%</b> percent of the quantities specified for this item of a lot.</p>												
<b>ITB 14.7</b>	The Incoterms edition is: 2010 Delivery Duty Paid.												
<b>ITB 14.8 (b) (i) and (c) (v)</b>	<p>Place of Destination:</p> <table border="0"> <tr> <td><b>Kingston &amp; St. Andrew</b></td><td></td></tr> <tr> <td>Fire Prevention Headquarters</td><td>85 Hagley Park Road, Kingston 10</td></tr> <tr> <td>Ministry of Health -Environmental Health Unit</td><td>24-26 Grenada Crescent, Kingston 5</td></tr> <tr> <td>National Environment and Planning Agency</td><td>10 Caledonia Avenue, Kingston 5</td></tr> <tr> <td>National Environment and Planning Agency</td><td>11 Caledonia Avenue, Kingston 5</td></tr> <tr> <td>Kingston &amp; St. Andrew Municipal Corporation</td><td>24 Church Street, Kingston</td></tr> </table>	<b>Kingston &amp; St. Andrew</b>		Fire Prevention Headquarters	85 Hagley Park Road, Kingston 10	Ministry of Health -Environmental Health Unit	24-26 Grenada Crescent, Kingston 5	National Environment and Planning Agency	10 Caledonia Avenue, Kingston 5	National Environment and Planning Agency	11 Caledonia Avenue, Kingston 5	Kingston & St. Andrew Municipal Corporation	24 Church Street, Kingston
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	<p><b>St. Ann</b> Fire Prevention Department Shop 4, Lee Singh Plaza, Windsor Road St. Ann's Bay, St. Ann St. Ann Municipal Corporation 1 Church Street, St. Ann's Bay, St. Ann</p> <p>St. Ann Municipal Corporation Jail Lane, St. Ann's Bay, St. Ann</p> <p>St. Ann Health Department Owen Sound Drive, St. Ann's Bay, St. Ann</p> <p><b>St. James</b> Fire Prevention Department 3-5 Fort St., Suite 6A, Victoria Building, St. James St. James Health Department Payne Street, Montego Bay, St. James</p> <p>St. James Municipal Corporation 19 Union Street, St. James</p>
<b>ITB 14.8 (a) (iii);(b)(ii) and (c)(v)</b>	"Final destination (Project Site)": as above.
<b>ITB 15.1</b>	<p>The prices shall be quoted by the bidder in: <b><i>United States Dollars</i></b></p> <p>The Bidder <b>is not</b> required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.</p>
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b><i>Five (5) years.</i></b>
<b>ITB 17.2 (a)</b>	Manufacturer's authorization is: <b><i>required.</i></b>
<b>ITB 17.2 (b)</b>	After sales service is: <b><i>required.</i></b>
<b>ITB 18.1</b>	The bid validity period shall be <b><i>150 days</i></b> days.
<b>ITB 18.3 (a)</b>	<p>The bid price shall be adjusted by the following factor(s):</p> <p>The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.</p>
<b>ITB 19.1</b>	<p>A <i>Bid Security</i> <b>shall not</b> be required.</p> <p>A Bid-Securing Declaration <b>shall be</b> required.</p> <p>If a bid security shall be required, the amount and currency of the bid security shall be: <u>not applicable.</u></p>
<b>ITB 19.3 (d)</b>	None.

<b>ITB 19.9</b>	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three (3) years.
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: one electronic copy on a compact disc or USB flash drive.
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: A Power of Attorney signed by an Owner or Director, unless the Owner or Director is signing the document.
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.1</b>	<p>For bid submission purposes only, the Purchaser's address is:  Attention: Procurement Specialist – FCGP  Address: Planning Institute of Jamaica, 16 Oxford Road  City: Kingston 5  Country: Jamaica  Telephone: 876 935 5082  Electronic mail address: <a href="mailto:mhgriffiths@pioj.gov.jm">mhgriffiths@pioj.gov.jm</a> with copy to <a href="mailto:dwint@pioj.gov.jm">dwint@pioj.gov.jm</a>  The deadline for bid submission is:  Date: <b>September 14, 2020</b>  Time: <b>2:00pm</b>  Bidders <b>shall not</b> have the option of submitting their bids electronically.</p>
<b>ITB 25.1</b>	<p>The bid opening shall take place at:  Address: Planning Institute of Jamaica, 16 Oxford Road  City: Kingston 5  Country: Jamaica  Date: September 14, 2020  Time: 2:15pm</p> <p><b>Bidders may participate virtually via a URL to be provided upon bid submission.</b></p>
<b>ITB 25.3</b>	<p>The Letter of Bid and Price Schedules shall be initialed by two representatives of the Purchaser conducting Bid opening.  Each Bid shall be initialed by the two representatives and shall be numbered.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b><i>United States Dollars.</i></b>

	<p>The source of exchange rate shall be: <b><i>Bank of Jamaica</i></b></p> <p>The date for the exchange rate shall be: <b><i>The Bid Submission Deadline noted in ITB 22.1 above.</i></b></p>
<b>TB 34.2(a)</b>	<p>Evaluation will be done for Lots.</p> <p>Note:</p> <p>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</p>
<b>ITB 34.6</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: No</li> <li>(b) Deviation in payment schedule: No</li> <li>(c) The cost of major replacement components, mandatory spare parts, and service: <b>Yes</b>. Please see details in Section III, Evaluation and Qualification Criteria.</li> <li>(d) The availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: No</li> <li>(e) The projected operating and maintenance costs during the life of the equipment: No</li> <li>(f) The performance and productivity of the equipment offered: No</li> </ul>
	<b>F. Award of Contract</b>
<b>ITB 39.1</b>	<p>The maximum percentage by which quantities may be increased is: 100%</p> <p>The maximum percentage by which quantities may be decreased is: 50%</p>

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## **Section III. Evaluation and Qualification Criteria**

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. In accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.

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## 1. Margin of Preference (ITB 33) – NOT APPLICABLE

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

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## 2. Evaluation (ITB 34) - APPLICABLE

*The Bidders' proposals shall be evaluated in two (2) stages:*

- i. A preliminary evaluation, which entails an examination of the bid document to determine adherence to the eligibility requirements, as well as identify and reject Bids that are invalid, or substantially non-responsive.*
- ii. A detailed evaluation to determine the degree to which the proposals satisfy the technical requirements and is most advantageous.*

### ***Preliminary Examination***

*The following requirements of the bidding documents will be examined, as applicable:*

#### **Verification: Documents Comprising the Bid – ITB 11.1**

- (a) Letter of Bid in accordance with ITB 12;*
- (b) completed schedules, in accordance with ITB 12 and 14*
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;*
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;*
- (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;*
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;*
- (g) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;*
- (h) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;*
- (i) any other document **required in the BDS.***

#### **Eligibility**

- *ITB 4.1 & 11.2 – Joint venture agreement*
- *ITB 16.4 – Particulars of Spare Parts*
- *ITB 17.2 (a) – Manufacturer's Authorization*

#### **Completeness of Bid**

- *ITB 14.6 – 100% of required quantities.*

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Only the bids that pass preliminary examination will be short-listed for detailed evaluation in the second phase. The bids that material deviations at preliminary examination will be disqualified.

### **Detailed Evaluation**

1. In this phase of the selection process, the Procuring entity shall compare and evaluate all eligible short-listed bids in three (3) steps:

**Step 1: Technical Evaluation**

**Step 2: Cost Assessment**

**Step 3: Vendor Proficiency**

2. Bids will be ranked according to the following weightings, with the highest total being the most advantageous:

- Technical Competence – 50%
- Cost Score – 40%
- Vendor Proficiency – 10%

3. This involves the evaluation of the quality of the technical solution, cost and vendor proficiency. Bid submissions are given a score based on above weighted components.

Bid score (S) is calculated according to the formula below:

$$S = \left( \frac{P_{Low}}{P} * C \right) + \frac{T_S}{T_{High}} * \left( T \right) + \frac{V_S}{V_{High}} * \left( V \right)$$

**Where:**

**S = Total Bid Score**

**P = Evaluated Bid Price**

**P<sub>low</sub> = lowest of all Evaluated Bid Prices**

**C = Weight of Price Score**

**T = Weight of Technical Score**

**T<sub>S</sub> = Technical Score**

**T<sub>High</sub> = Highest of all substantial responsive Technical score**

**V = Weight of Vendor Proficiency**

**V<sub>S</sub> = Vendor Proficiency Score**

**V<sub>High</sub> = Highest Vendor Proficiency Score**



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### **STEP 1 – TECHNICAL EVALUATION (Weight = 50%)**

*The Procuring entity shall evaluate all eligible, short-listed bids on the basis of their compliance to the requirements stated in Section VII – Schedule of Requirements. Technical quality assessment will be done on each eligible submission as detailed below:*

	<b>100%</b>	<b>90%</b>	<b>Disqualified</b>
<b>Schedule of Requirements, Technical Specifications &amp; Related Services</b>	<b>Above mandatory requirements</b>	<b>All mandatory requirements met</b>	<b>Material deviations identified</b>

*Only the bids which comply with all mandatory requirements will be short-listed for further evaluation. In accordance with ITB 29.4 if, a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.*

*Bidders must state any specific pre-requisites, particularly technical pre-requisites, which must be addressed for the required functionality of the proposed solution/services, even if it is deemed not in scope as stipulated in the Requirements. If these pre-requisites are not stated at the time of bid submission, it shall be taken that these are included in the vendor's proposal.*

### **STEP 2 – COST ASSESSMENT (Weight = 40%)**

*Bids that are deemed substantially responsive after Technical Evaluation will be evaluated in accordance with ITB 34.2, as follows:*

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;*
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;*
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;*
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;*
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;*
- (f) price adjustments based on the cost of major replacement components, mandatory spare parts, and service as detailed in Section 2.1 'c', below.*

### **STEP 3 – VENDOR PROFICIENCY (Weight = 10%)**

*The evaluation of bids shall take into account the bidder's proficiency. This will be based on vendors' specific experience and capacity, using the scoring methodology below.*

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<b>Specific Experience of Firm</b>	<b>60</b>	<b>100%</b>	<b>80%</b>	<b>0%</b>
<i>Bidders must demonstrate that they have at least 5 years' experience conducting similar assignments.</i>		<i>&gt; 5 years' experience</i>	<i>5 years' experience</i>	<i>&lt; 5 years' experience</i>

<b>Firm Capacity</b>	<b>40</b>	<b>100%</b>	<b>80%</b>	<b>50%</b>	<b>0%</b>
<i>Capacity to provide full maintenance and repair of the UPS with 24Hr response team, evidenced by the Maintenance/After Sales Agreement</i>		<b>Yes</b>	<b>n/a</b>	<b>n/a</b>	<b>No</b>

### **Final Ranking**

4. *The Procuring Entity will award the contract to the bidder whose submission has been determined to be substantially responsive and has the highest overall score in the evaluation.*
5. *In the event of identification of a potentially Abnormally Low Bid , the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.*

*After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.*

6. *The final score will be determined according the same weightings defined previously; i.e.:*
  - *Technical Competence – 50%*
  - *Cost Score – 40%*
  - *Vendor Proficiency & Support – 10%*
7. *As per ITB 31.2, Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.*

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### 2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS) – NOT APPLICABLE
- (b) Deviation in payment schedule. NOT APPLICABLE
- (c) Cost of major replacement components, mandatory spare parts, and service.  
**APPLICABLE**

(i) The Purchaser has prepared the below list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.

Equipment	Replacement/Spare Component	Quantity
UPS	Bypass power module	1
UPS	Circuit card assembly	1
UPS	Control board	1
UPS	Circuit board card control	1
UPS	contactor	1
UPS	Assembly board	1
UPS	Set of batteries	1
UPS	Bypass power module	1
UPS	Circuit card assembly	1

- (ii) Bidders are to indicate the cost of Annual Maintenance for Years 1 to 5 of ownership – **please distinctly state the cost per year**. The cost for annual maintenance will be added to the cost of the tender for evaluation purposes only.
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid. NOT APPLICABLE
- (e) Projected operating and maintenance costs. NOT APPLICABLE
- (f) Performance and productivity of the equipment. NOT APPLICABLE
- (g) Specific additional criteria

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## **2.2. Multiple Contracts (ITB 34.4) - APPLICABLE**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.8
- (b) take into account:
  - (i) the lowest-evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

## **2.3. Alternative Bids (ITB 13.1) – NOT APPLICABLE**

### **3. Qualification (ITB 36)**

#### **3.1 Postqualification Requirements (ITB 36.1)**

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

- (i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- *Average positive net profit position for the period for 2018 to 2019.*
- *Average minimum liquidity ratio of 1:1.*

*The following documentary evidence should be submitted:*

- *Income Statement or Profit and Loss Statement for 2018 and 2019, with accompanying Notes to the Financial Statement, prepared by a qualified accountant/auditor*
- *Balance Sheet or Statement of Financial Position for 2018 and 2019, with accompanying Notes to the Financial Statement, prepared by a qualified accountant/auditor*
- *Statement of Cash Flows for 2018 and 2019, with accompanying Notes to the Financial Statement, prepared by a qualified accountant/auditor*

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(ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- *At least 5 years' experience conducting similar assignments.*

*The following documentary evidence should be submitted:*

- *A list of work undertaken over the past 5 years*
- *Three (3) references from previous clients within the past 5 years.*

*Sample templates are provided in the Virtual Data Room.*

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: NOT APPLICABLE



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## Section IV. Bidding Forms

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## Letter of Bid

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*

Date: **[insert date (as day, month and year) of Bid Submission]**

ICB No.: **[insert number of bidding process]**

Invitation for Bid No.: **[insert identification]**

Alternative No.: ***[insert identification No if this is a Bid for an alternative]***

To: ***[insert complete name of Purchaser]***

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **[insert a brief description of the Goods and Related Services];**
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of each lot **[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple lots, total price of all lots (sum of all lots) **[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];**

- (f) The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: [Specify in detail each discount offered.]



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(ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts]:**

- (g) Our bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

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<sup>1</sup> Bidder to use as appropriate

- 
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder\* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

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## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not dependent agency of the Purchaser</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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## Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____ ICB No: _____	
Currencies in accordance with ITB 15							Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported\*

(Group C bids, Goods already imported)  Currencies in accordance with ITB 15										Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 148 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids)  Currencies in accordance with ITB 15				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*



## Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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# Form of Bid Security – NOT APPLICABLE

## (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in

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accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

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## Form of Bid Security (Bid Bond) – NOT APPLICABLE

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*<sup>2</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

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<sup>2</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

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*(Signature)*

*(Printed name and title)*

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*(Signature)*

*(Printed name and title)*

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## Form of Bid-Securing Declaration - APPLICABLE

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **3 years** starting on the date of notification, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;  
or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

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## Manufacturer's Authorization - APPLICABLE

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*





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## Section V. Eligible Countries

### **Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement**

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: *NONE*

Under ITB 4.7(b) and 5.1: *NONE*



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## Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

### **“Fraud and Corruption:**

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>3</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>4</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>5</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>6</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>7</sup>

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<sup>3</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>4</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>5</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

<sup>6</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>7</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

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- (v) "obstructive practice" is:
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>8</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>9</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-

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<sup>8</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>9</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”



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## **PART 2 – Supply Requirements**

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## **Section VII. Schedule of Requirements**

### **Contents**

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### 1. List of Goods and Delivery Schedule

#### Lot 1- Kingston and St. Andrew

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	bidder's offered Delivery date [to be provided by the bidder]
One 6 KVA UPS							
1.	6KVA, 220V 1Ph in - 220/110V 1Ph out, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	Environmental Health Unit Ministry of Health and Wellness 24-26 Grenada Crescent Kingston 5	5 Weeks	9 Weeks	[insert the number of days following the date of effectiveness the Contract]
2.	60A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
3.	8 Way 1Ph 220V MLO 100A Bus Panel	1	No.				
4.	12 Way 1Ph 220V MLO 125A Bus Panel	1	No.				
5.	16 Way 1Ph 220V MLO 125A Bus Panel	1	No.				
6.	70A 2 pole Plug-in type breaker	1	No.				
7.	50A 2 pole Plug-in type breaker	2	No.				
8.	40A 2 pole Plug-in type breaker	3	No.				
9.	20A 1 pole Plug-in type breaker	5	No.				
10.	20A 2 pole Plug-in type breaker	1	No.				

11.	32mm PVC conduit	27	M				
12.	20mm PVC conduit	8	M				
13.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
14.	25mm PVC flex conduit	4	M				
15.	Accessories for flex conduit installation (ends, coupling, straps etc.)	1	Lot				
16.	20x16mm PVC Trunking	66	M				
17.	PVC trunking accessories (bends,tees etc.)	1	Lot				
18.	PVC surface mounted Trunking (handy) boxes	25	No.				
19.	20A duplex flush convenience outlets (orange)	15	No.				
20.	duplex outlet covers (orange)	15	No.				
21.	PVC surface mounted Trunking (junction) boxes w\ covers	10	No.				
22.	10mm <sup>2</sup> XLPE insulated 4 core armoured cable	6	M				
23.	10mm <sup>2</sup> XLPE armoured cable glands	2	No.				
24.	6mm <sup>2</sup> XLPE insulated 4 core armoured cable	15	M				
25.	6mm <sup>2</sup> XLPE armoured cable glands	2	No.				
26.	10mm <sup>2</sup> XLPE insulated 1 core wire	30	M				
27.	2.5mm <sup>2</sup> PVC insulated 1 core wire	400	M				
28.	4x4 PVC boxes	4	No.				
29.	20A pilotlight switch	1	No.				

30.	24,000 btuh inverter cassette unit with matching condensing unit, 4" insulated flex duct connected to 6" x 6" diffuser including all electrical installation from pilot light switch near indoor unit to equipment including condensing unit and 30a DP weather proof isolator on roof plus insulated 1" condensate drain as shown on drawing. Allow for 2 no. precast pavers for mounting condensing unit.	1	Lot				
31.	Door closer	1	no.				
<b>Fire Prevention Headquarters</b>							
<b>Electrical Works for Existing 5KVA UPS</b>							
	Supply, deliver to site, install, connect and commission electrical equipment as specified complete with all accessories including terminations:			Building 1 Fire Prevention Headquarters 85 Hagley Park, Road Kingston 10	5 Weeks	9 Weeks	
32.	100A 3 pole breaker in enclosure	2	No.				
33.	20mm PVC conduit	230	M				
34.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
35.	20x16mm PVC Trunking	20	M				
36.	PVC trunking accessories (bends,tees etc.)	1	Lot				
37.	PVC surface mounted Trunking (handy) boxes	8	No.				
38.	20A duplex flush convenience outlets	15	No.				

39.	duplex outlet covers (orange)	100	No.				
40.	PVC surface mounted 4x4 (junction) boxes w\ covers	15	No.				
41.	2.5mm² PVC insulated 1 core wire	1500	M				
One 25KVA UPS							
42.	25KVA, 208/120V 3Ph in/out, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	Building 2 Fire Prevention Headquarters 85 Hagley Park Road Kingston 10	5 Weeks	9 Weeks	
43.	100A 3 pole breaker in enclosure	2	No.				
44.	80A 3 Pole breaker to replace existing 125A main breaker in panel UDP	1	No.				
45.	Concrete plinth with steel float finish to raise the transformer and UPS as described.	1	Lot				
Kingston and St. Andrew Municipal Corporation							
One 40KVA UPS							
46.	40KVA, 208/120V 3Ph in/out, 50 Hz. True Online Double Conversion UPS with <b>15min backup time</b> . Software and Hardware to be included for IP connectivity.	1	No.	Kingston and St. Andrew Municipal Corporation 24 Church Street Kingston	5 Weeks	9 Weeks	
47.	Maintenance Bypass cabinet switch with interlockable selection of breakers (NOTE - Bypass unit can be part of UPS system or an independent cabinet mounted on the wall.)	1	No.				
48.	50kVA 220V to 208/120V 3Ph K13 Transformer	1	No.				

49.	175A 3 pole breaker in enclosure	1	No.				
50.	225A FD 3 pole breaker (incl. riser kit and mounting bracket)	1	Lot				
<b>One 6KVA UPS</b>							
51.	6KVA, 220V 1Ph in - 220/110V 1Ph out, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.		5 Weeks	9 Weeks	
52.	16A 120V (with acceptance voltage setting up to +/-10% of nominal) 1ph rack mounted automatic transfer switch with at least 10 no. 120V receptacles	2	No.				
53.	40A 2 pole breaker in enclosure	1	No.				
54.	12" wide cable tray including all mounting hardware and bends	18	M				
55.	18 Way 220V 3ph 4W 150A plus Main 225A bus [UMD](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
56.	2No. 60A 3 pole breakers						
57.	1No. 100A 3 pole breaker						
58.	18 Way 220V 3ph 4W MLO 125A bus [UDG](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
59.	1No. 50A 3 pole breakers						

60.	10No. 20A 1 pole breaker						
61.	30 Way 220V 3ph 4W MLO 125A bus [UD1](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
62.	1No. 80A 3 pole breakers						
63.	1No. 40A 2 pole breakers						
64.	19No. 20A 1 pole breaker						
65.	30 Way 220V 3ph 4W MLO 125A bus [UD2](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
66.	1No. 50A 3 pole breakers						
67.	13No. 20A 1 pole breaker						
68.	18 Way 220V 3ph 4W MLO 125A bus [USD](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
69.	1No. 40A 2 pole breakers						
70.	4No. 20A 1 pole breaker						
71.	8 Way 220V 1ph 3W MLO 125A bus [UD1A] plug-in type panel. To include:	1	Lot				
72.	1No. 40A 2 pole breakers						
73.	2No. 20A 1 pole breaker						
74.	20mm PVC flex conduit	80	M				
75.	Accessories for flex conduit installation (ends, & straps etc.)	1	Lot				
76.	32mm PVC conduit	200	M				
77.	25mm PVC conduit	150	M				

78.	20mm PVC conduit	100	M				
79.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
80.	20x16mm PVC Trunking	550	M				
81.	PVC trunking accessories (bends,tees etc.)	1	Lot				
82.	PVC surface mounted Trunking (handy) boxes	125	No.				
83.	20A duplex flush convenience outlets (orange)	125	No.				
84.	duplex outlet covers (orange)	125	No.				
85.	PVC surface mounted 4x6 (junction) boxes w\ covers	32	No.				
86.	PVC surface mounted 4x4 (junction) boxes w\ covers	45	No.				
87.	70mm <sup>2</sup> 4 Core XLPE Armoured Cable	50	M				
88.	57BW (indoor) cable glands	2	No.				
89.	50mm <sup>2</sup> 4 Core XLPE Armoured Cable	4	M				
90.	56BW (indoor) cable glands	2	No.				
91.	25mm <sup>2</sup> 4 Core XLPE Armoured Cable	50	M				
92.	56BW (indoor) cable glands	2	No.				
93.	16mm <sup>2</sup> 4 Core XLPE Armoured Cable	90	M				
94.	55BW (indoor) cable glands	2	No.				
95.	10mm <sup>2</sup> 4 Core XLPE Armoured Cable	53	M				
96.	55BW (indoor) cable glands	4	No.				
97.	70mm <sup>2</sup> XLPE insulated 1 core wire	70	M				

98.	2.5mm <sup>2</sup> PVC insulated 1 core wire	5800	M				
99.	10mm <sup>2</sup> 4 Core Flexible Wire	7	M				
100.	Accessories for flex Wire installation (bonding glands, & straps etc.)	1	Lot				
101.	24,000 BTUH inverter wall mounted indoor unit with matching bracket mounted condensing unit including all electrical installation from indoor unit to condensing unit and 20a DP weather proof isolator plus insulated 1" condensate drain to adjoining room.	1	lot				
102.	30' LINEAR x 14' drywall partition with one opening to accommodate 36" door.	1	lot				
103.	Reinforcement in drywall to support mounting of panelboard.	1	lot				
104.	Enclosure of cable riser with single skin drywall, with internal cavity of 12" x 6" and floor to ceiling of 10 ft. finished painted to match existing wall.	2	no.				
105.	36" wide hollow core door and frame complete with all hardware and lock including automatic door closer	1	No				
106.	24" x 24" T-bar framed ceiling with acoustic tiles	100	ft2				



107.	UPS room lighting including 2 no. 24" x 24" flat panel LED lights, light switch and light circuit connected to existing nearby circuit.	1	lot				
<b>National Environment &amp; Planning Agency</b>							
<b>One 20KVA UPS</b>							
108.	20KVA, 208/120V 3Ph, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	<i>First Floor National Environment &amp; Planning Agency 10 Caledonia Avenue Kingston 5</i>	5 Weeks	9 Weeks	
109.	100A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
110.	100A 3 pole isolator	1	No.				
111.	80A 3 pole breaker in enclosure	1	No.				
112.	20kVA 220V - 208/120V 3Ph K13 transformer	1	No.				
113.	42 Way 3Ph4W 220V MLO 125A Bus PRL1A Panel [UD1]	1	No.				
114.	With:						
115.	80A T/Pole bolt down type breaker	1	No.				
116.	20A S/Pole bolt down type breakers	25	No.				
117.	38mm Flexible liquidtight conduit	8	M				
118.	20mm PVC flex conduit	42	M				
119.	Accessories for flex conduit installation (ends, straps etc.)	1	Lot				
120.	20X16mm PVC Trunking	280	M				

121.	PVC trunking accessories (bends, tees, etc.)	1	Lot				
122.	PVC surface mounted Trunking (handy) boxes	74	No.				
123.	20A duplex flush convenience outlets (orange)	74	No.				
124.	duplex outlet covers (orange)	74	No.				
125.	PVC surface mounted 4x4 (junction) boxes w\ covers	64	No.				
126.	32mm PVC conduit	80	M				
127.	25mm PVC conduit	25	M				
128.	20mm PVC conduit	70	M				
129.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
130.	25mm² XLPE insulated 4 core cable	25	M				
131.	25mm² XLPE insulated 1 core wire	150	M				
132.	2.5mm² PVC insulated 1 core wire	2600	M				
133.	2.5mm² XLPE insulated 4 core cable	25	M				
134.	Cable glands and mounting accessories	1	Lot				
135.	2 pole 20A breaker to fit in existing Utility panel (A/C)	1	No.				

136.	12,000 btuh inverter wall mounted indoor unit with matching condensing unit including all electrical and refig pipe installation from indoor unit to condensing unit and 20a DP weather proof isolator plus insulated 1" condensate drain as shown on drawing for a complete system. Allow for two precast concrete pavers for mouning condensing unit on the roof.	1	lot				
137.	Condensate drain pump mounted to wall beside indoor unit, fully installed and connected.	1	no.				
One 30KVA UPS							
138.	30KVA, 208/120V 3Ph, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	Second Floor National Environment & Planning Agency 10 Caledonia Avenue Kingston 5	5 Weeks	9 Weeks	
139.	100A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
140.	150A 3 pole breaker in enclosure	1	No.				
One 10KVA UPS							
141.	10KVA, 208/120V 3Ph, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	Second Floor National Environment & Planning Agency 10 Caledonia Avenue	5 Weeks	9 Weeks	

142.	16A 120V (with acceptance voltage setting up to +/-10% of nominal) 1ph rack mounted automatic transfer switch with at least 10 no. 120V receptacles	4	No.	Kingston 5			
143.	18 Way 3Ph4W 220V 175A MCB 225A Bus PRL2 Panel [USP] with:	1	No.				
144.	125A T/Pole bolt down type breaker	2	No.				
145.	40A S/Pole bolt down type breakers	2	No.				
146.	30 Way 3Ph4W 220V 125A MCB 225A Bus PRL1a Panel [UD2] with:	1	No.				
147.	20A S/Pole bolt down type breakers	19	No.				
148.	42 Way 3Ph4W 220V MLO 125A Bus PRL1A Panel [UDIT]. Incl:	1	No.				
149.	40A T/Pole bolt down type breaker	1	No.				
150.	20A S/Pole bolt down type breakers	8	No.				
151.	18 Way 3Ph4W 220V 200A MCB 225A Bus, 150A Feed Through PRL1A Panel [DP2A] With:	1	No.				
152.	100A D/Pole bolt down type breaker	1	No.				
153.	70A D/Pole bolt down type breaker	1	No.				
154.	60A D/Pole bolt down type breaker	1	No.				
155.	40A D/Pole bolt down type breaker (A/C)	1	No.				

156.	45kVA 220V - 208/120V 3Ph K13 transformer	1	No.				
157.	50mm <sup>2</sup> XLPE insulated 4 core cable	25	M				
158.	25mm <sup>2</sup> XLPE insulated 4 core cable	90	M				
159.	4mm <sup>2</sup> XLPE insulated 3 core cable	32	M				
160.	50mm <sup>2</sup> XLPE insulated 1 core wire	30	M				
161.	35mm <sup>2</sup> XLPE insulated 1 core wire	65	M				
162.	10mm <sup>2</sup> XLPE insulated 1 core wire	100	M				
163.	2.5mm <sup>2</sup> PVC insulated 1 core wire	2800	M				
164.	Cable glands and cable mounting accessories	1	Lot				
165.	50mm PVC conduit	10	M				
166.	38mm PVC conduit	10	M				
167.	32mm PVC conduit	100	M				
168.	20mm PVC conduit	100	M				
169.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
170.	50mm Flexible liquidtight conduit	4	M				
171.	38mm PVC flex conduit	4	M				
172.	20mm PVC flex conduit	38	M				
173.	Accessories for flex conduit installation (ends, & straps etc.)	1	Lot				
174.	PVC surface mounted 6x6 (junction) boxes w\ covers	14	No.				

175.	PVC surface mounted 4x4 (junction) boxes w\ covers	40	No.				
176.	38x16mm PVC Trunking	40	M				
177.	20x16mm PVC Trunking	300	M				
178.	PVC trunking accessories (bends,tees etc.)	1	Lot				
179.	PVC surface mounted Trunking (handy) boxes	74	No.				
180.	20A duplex flush convenience outlets (orange)	74	No.				
181.	duplex outlet covers (orange)	74	No.				
182.	18,000 BTUH inverter cassette ceiling mounted indoor unit with matching condensing unit including all electrical and refrigerant pipe installation from indoor unit to condensing unit bracketed to wall and 20a DP weather proof isolator plus insulated 1" condensate drain as shown on drawing for a complete system.	1	lot				
One 20KVA UPS							
183.	20KVA, 208/120V 3Ph, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	Third Floor National Environment & Planning Agency 10 Caledonia Avenue Kingston 5	5 Weeks	9 Weeks	
184.	100A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
185.	100A 3 pole isolator	1	No.				
186.	80A 3 pole breaker in enclosure	1	No.				

187.	20kVA 220V - 208/120V 3Ph K13 transformer	1	No.				
188.	42 Way 3Ph4W 220V MLO 125A Bus PRL1A Panel [UD1] with	1	No.				
189.	80A T/Pole bolt down type breaker	1	No.				
190.	20A S/Pole bolt down type breakers	25	No.				
191.	38mm Flexible liquidtight conduit	8	M				
192.	20mm PVC flex conduit	38	M				
193.	Accessories for flex conduit installation (ends, & straps etc.)	1	Lot				
194.	20x16mm PVC Trunking	260	M				
195.	PVC trunking accessories (bends,tees etc.)	1	Lot				
196.	PVC surface mounted Trunking (handy) boxes	71	No.				
197.	20A duplex flush convenience outlets (orange)	71	No.				
198.	duplex outlet covers (orange)	71	No.				
199.	PVC surface mounted 4x4 (junction) boxes w\ covers	60	No.				
200.	PVC surface mounted 6x6 (junction) boxes w\ covers	10	No.				
201.	20A pilot light switch	1	No.				
202.	38mm PVC conduit	20	M				
203.	32mm PVC conduit	45	M				
204.	25mm PVC conduit	9	M				
205.	20mm PVC conduit	120	M				

206.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
207.	25mm² XLPE insulated 4 core cable	18	M				
208.	25mm² XLPE insulated 1 core wire	150	M				
209.	2.5mm² PVC insulated 1 core wire	2600	M				
210.	2.5mm² XLPE insulated 4 core cable	20	M				
211.	Cable glands and cable mounting accessories	1	Lot				
212.	2 pole 20A breaker to fit in existing Utility panel (A/C)	1	No.				
213.	12,000 btuh inverter wall mounted indoor unit with matching condensing unit including all electrical installation from indoor unit to condensing unit bracketed on wall and 20a DP weather proof isolator plus insulated 1" condensate drain as shown on drawing for a complete system	1	lot				
214.	Condensate drain pump mounted to wall beside indoor unit, fully installed and connected.	1	no.				
One 8KVA UPS							
215.	8KVA, 220V 1Ph in - 220/110V 1Ph out, 50 Hz. True Online Double Conversion UPS with <b>15min</b> backup time. Software and Hardware to be included for IP connectivity.	1	No.	National Environment & Planning Agency 11 Caledonia Avenue Kingston 5	5 Weeks	9 Weeks	



216.	60A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
217.	60A 2 pole isolator	1	No.				
218.	16 Way 1Ph 220V MLO 125A Bus Panel	1	No.				
219.	60A 2 pole Plug-in type breaker	1	No.				
220.	50A 2 pole Plug-in type breaker	1	No.				
221.	20A 1 pole Plug-in type breaker	11	No.				
222.	32mm PVC conduit	30	M				
223.	38mm PVC conduit	20	M				
224.	20mm PVC conduit	36	M				
225.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
226.	25mm PVC flex conduit	4	M				
227.	20mm PVC flex conduit	8	M				
228.	Accessories for flex conduit installation (ends, & straps etc.)	1	Lot				
229.	20x16mm PVC Trunking	90	M				
230.	PVC trunking accessories (bends,tees etc.)	1	Lot				
231.	PVC surface mounted Trunking (handy) boxes	29	No.				
232.	20A duplex flush convenience outlets (orange)	29	No.				
233.	duplex outlet covers (orange)	29	No.				
234.	PVC surface mounted 4x4 (junction) boxes w\ covers	23	No.				

235.	16mm <sup>2</sup> XLPE insulated 1 core wire	40	M				
236.	2.5mm <sup>2</sup> PVC insulated 1 core wire	2400	M				
237.	120 cfm ceiling mounted 110V, cord & plug connected exhaust fan including 15amp outlet and circuit from existing panel.	1	lot				

## Lot 2- St. Ann & St. James

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	bidder’s offered Delivery date [to be provided by the bidder]
One 10KVA UPS							
1.	10KVA, 220V in -220/110V out, 1 phase, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	St. Ann Municipal Corporation 1 Church Street St. Ann’s Bay St. Ann	5 Weeks	9 Weeks	[insert the number of days following the date of effectiveness the Contract]
2.	60A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
3.	60A, 2 pole disconnect switch	1	No.				
4.	42Way 3Ph4W 225A Bus 200A Main Eaton PRL1a (bolt-down type) Panel [Replacement for MDP] Including:	1	No.				

5.	70A 2 pole breaker	1	No.				
6.	18 Way 1Ph 3 Wire MLO 100A Bus Panel (UPD) Including:	1	No.				
7.	60A, 2 pole plug-in type breaker	1	No.				
8.	40A, 2 pole plug-in type breaker	1	No.				
9.	20A, 1 pole plug-in type breaker	9	No.				
10.	12 Way 1Ph 3 Wire MLO 100A Bus Panel (CUPD) with:	1	No.				
11.	40A, 2 pole plug-in type breaker	1	No.				
12.	20A, 1 pole plug-in type breaker	4	No.				
13.	60A 2 pole breaker in enclosure	1	No.				
14.	10mm <sup>2</sup> PVC insulated 4 core armoured cable	40	M				
15.	16mm <sup>2</sup> XLPE insulated 1 core wire	48	M				
16.	10mm <sup>2</sup> PVC insulated 1 core wire	64	M				
17.	2.5mm <sup>2</sup> PVC insulated 1 core wire	900	M				
18.	Accessories for cable installation (glands, fasteners etc.)	1	Lot				
19.	38mm PVC Conduit	26	M				
20.	32mm PVC Conduit	6	M				
21.	Accessories for conduit installation (ends, coupling, bends, fasteners etc.)	1	Lot				

22.	20mmx16mm PVC surface mounted Trunking	120	M				
23.	38mmx16mm PVC surface mounted Trunking	25	M				
24.	Accessories for trunking installation (ends, coupling, Tees, fasteners etc.)	1	Lot				
25.	38mm Flexible PVC Conduit	4	M				
26.	Accessories for flexible cable installation	1	Lot				
27.	PVC surface mounted trunking plug/draw boxes	55	No.				
28.	20A duplex flush convenience outlets (orange)	33	No.				
29.	duplex outlet covers (orange)	33	No.				
30.	Draw box blank cover plates	22	No.				
31.	12000 BTUH high wall mounted A/C unit with matching inverter condensing unit bracketed to wall as shown on drawings.	1	No.				
32.	20 amp, wp isolator for AC unit fed from existing panelboard located behind the Planning Department and including 20amp circuit in conduit and DP circuit breaker.	1	lot				
<b>One 6KVA UPS</b>							
33.	6KVA, 220V in -220/110V out, 1 phase, 50 Hz. True Online Double Conversion UPS with <b>15min backup time</b> . Software and Hardware to be included for IP connectivity.	1	No.	St. Ann Municipal Corporation Jail Lane St. Ann's Bay St. Ann	5 Weeks	9 Weeks	

34.	60A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
35.	60A, 2 pole disconnect switch	1	No.				
36.	12 Way 1Ph 3 Wire MLO 100A Bus Panel (UPD) with:	1	No.				
37.	40A, 2 pole plug-in type breaker	1	No.				
38.	20A, 1 pole plug-in type breaker	7	No.				
39.	50A, 2 pole plug-in type breaker (to fit in MDP)	1	No.				
40.	50A, 2 pole plug-in type breaker in enclosure	1	No.				
41.	10mm <sup>2</sup> PVC insulated 1 core wire	120	M				
42.	2.5mm <sup>2</sup> PVC insulated 1 core wire	600	M				
43.	10mm <sup>2</sup> PVC insulated 3 core + Ground flexible cable	6	M				
44.	Accessories for flexible cable installation	1	Lot				
45.	20mmx16mm PVC surface mounted Trunking	130	M				
46.	Accessories for trunking installation (ends, coupling, Tees, fasteners etc.)	1	Lot				
47.	32mm PVC Conduit	20	M				
48.	Accessories for conduit installation (ends, coupling, bends, fasteners etc.)	1	Lot				
49.	PVC surface mounted trunking plug/draw boxes	43	No.				
50.	20A duplex flush convenience outlets (orange)	21	No.				
51.	duplex outlet covers (orange)	21	No.				

52.	Draw box blank cover plates	22	No.				
<b>One 3KVA UPS</b>							
53.	3KVA, 220V in -220/110V out, 1 phase, 50 Hz. True Online Double Conversion UPS with <b>15min backup time</b> . Software and Hardware to be included for IP connectivity.	1	No.	<i>Fire Prevention Department Shop 4, Lee Singh Plaza, Windsor Road St. Ann's Bay St. Ann</i>	5 Weeks	9 Weeks	
54.	30A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
55.	30A, 2 pole disconnect switch	1	No.				
56.	12 Way 1Ph 3 Wire MLO 100A Bus Panel (UPD)	1	No.				
57.	16 Way 1Ph 3 Wire MLO 100A Bus Panel (MDP) To include upgrade of existing 12 way panel and transfer circuits to new 16 way panel to facilitate UPS supply circuit.	1	No.				
58.	30A, 2 pole plug-in type breaker	2	No.				
59.	20A, 1 pole plug-in type breaker	4	No.				
60.	2.5mm <sup>2</sup> PVC insulated 1 core wire	300	M				
61.	6mm <sup>2</sup> PVC insulated 1 core wire	36	M				
62.	4mm <sup>2</sup> PVC insulated 3 core + Ground flexible cable	2	M				
63.	Accessories for flexible cable installation	1	Lot				
64.	20mmx16mm PVC surface mounted Trunking	35	M				
65.	38mmx16mm PVC surface mounted Trunking	20	M				

66.	25mm PVC conduit	6	M				
67.	Accessories for trunking installation (ends, coupling, Tees, fasteners etc.)	1	Lot				
68.	PVC surface mounted trunking plug/draw boxes	20	No.				
69.	20A duplex flush convenience outlets (orange)	10	No.				
70.	duplex outlet covers (orange)	10	No.				
71.	Draw box blank cover plates	10	No.				
<b>One 10KVA UPS</b>							
72.	10KVA, 220V in -220/110V out, 1 phase, 50 Hz. True Online Double Conversion UPS with extended <b>15 minute</b> backup time. Software and Hardware to be included for IP connectivity.	1	No.	St. Ann Health Department Owen Sound Drive St. Ann's Bay St. Ann	5 Weeks	9 Weeks	
73.	60A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
74.	60A, 2 pole disconnect switch	1	No.				
75.	20 Way plug-in type 1Ph 220V panel	1	No.				
76.	10mm <sup>2</sup> PVC insulated 1 core wire	90	M				
77.	10mm <sup>2</sup> PVC insulated 3 core + Ground flexible cable	5	M				
78.	2.5mm <sup>2</sup> PVC insulated 1 core wire	1200	M				
79.	32mm PVC conduit	19	M				
80.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				

81.	Accessories for flexible cable installation	1	Lot				
82.	2 pole plug-in type breakers as indicated in panel schedule	1	No.				
83.	1 pole plug-in type breakers as indicated in panel schedule	13	No.				
84.	2 pole 60A plug-in type breakers to sub from existing panel	1	No.				
85.	20x16mm PVC Trunking	180	M				
86.	38x16mm PVC Trunking	50	M				
87.	PVC trunking accessories (bends,tees etc.)	1	Lot				
88.	PVC surface mounted Trunking (handy) boxes	39	No.				
89.	20A duplex flush convenience outlets (orange)	39	No.				
90.	duplex outlet covers (orange)	39	No.				
91.	PVC surface Trunking (junction) boxes w\ covers	22	No.				
One 3KVA UPS							
92.	3KVA, 220V in -220/110V out, 1 phase, 50 Hz. True Online Double Conversion UPS with <b>15min backup time</b> . Software and Hardware to be included for IP connectivity.	1	No.	Fire Prevention Department 3-5 Fort St., Suite 6A Victoria Building St. James	5 Weeks	9 Weeks	
93.	30A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
94.	30A, 2 pole disconnect switch	1	No.				
95.	12 Way 1Ph 3 Wire MLO 100A Bus Panel (UPD)	1	No.				



96.	18 Way 1Ph 3 Wire MLO 100A Bus Panel (MDP)	1	No.				
97.	30A, 2 pole plug-in type breaker	2	No.				
98.	20A, 1 pole plug-in type breaker	4	No.				
99.	2.5mm <sup>2</sup> PVC insulated 1 core wire	300	M				
100.	6mm <sup>2</sup> PVC insulated 1 core wire	36	M				
101.	4mm <sup>2</sup> PVC insulated 3 core + Ground flexible cable	2	M				
102.	Accessories for flexible cable installation	1	Lot				
103.	20mmx16mm PVC surface mounted Trunking	40	M				
104.	38mmx16mm PVC surface mounted Trunking	30	M				
105.	25mm PVC conduit	6	M				
106.	Accessories for trunking installation (ends, coupling, Tees, fasteners etc.)	1	Lot				
107.	PVC surface mounted trunking plug/draw boxes	20	No.				
108.	20A duplex flush convenience outlets (orange)	10	No.				
109.	duplex outlet covers (orange)	10	No.				
110.	Draw box blank cover plates	10	No.				
111.	Shelving to mount UPS bracketed from wall at 36" above floor	1	lot				
<b>St. James Municipal Corporation</b>							
<b>One 40KVA UPS</b>							

112.	40KVA, 208/120V 3Ph in/out, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	St. James Municipal Corporation 19 Union Street St. James	5 Weeks	9 Weeks	
113.	200A Manual/Maintenance Bypass switch with lockable selection switch.	1	No.				
114.	200A 3 pole isolator	1	No.				
115.	45kVA 220V to 208/120V 3Ph K13 Transformer	1	No.				
116.	175A 3 pole breaker in enclosure	1	No.				
117.	200A FD 3 pole breaker (incl. twin riser kit and mounting bracket)	1	Lot				
One 8KVA UPS							
118.	8KVA, 220V 1Ph in - 220/110V 1Ph out, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	St. James Municipal Corporation 19 Union Street St. James	5 Weeks	9 Weeks	
119.	16A 120V (with acceptance voltage setting up to +/-10% of nominal) 1ph rack mounted automatic transfer switch with at least 10 no. 120V receptacles.	3	No.				
120.	60A 2 pole isolator	1	No.				
121.	60A 2 pole breaker (plug-in type) to fit in general utility panel on 2nd floor.	1	No.				

122.	18 Way 220V 3ph 4W 175A plus Main 225A bus [UMD](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
123.	4No. 50A 3 pole breakers						
124.	1No. 100A 3 pole breaker						
125.	18 Way 220V 3ph 4W MLO 125A bus [UD1](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
126.	1No. 40A 3 pole breakers						
127.	8No. 20A 1 pole breaker						
128.	18 Way 220V 3ph 4W MLO 125A bus [UDG](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
129.	1No. 40A 3 pole breakers						
130.	4No. 20A 1 pole breaker						
131.	18 Way 220V 3ph 4W MLO 125A bus [UD2](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
132.	1No. 70A 3 pole breakers						
133.	1No. 60A 2 pole breaker						
134.	12No. 20A 1 pole breaker						
135.	18 Way 220V 3ph 4W MLO 125A bus [UDIT](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
136.	1No. 50A 2 pole breakers						

137.	6No. 20A 1 pole breaker						
138.	18 Way 220V 3ph 4W MLO 125A bus [UD3](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
139.	1No. 40A 3 pole breakers						
140.	9No. 20A 1 pole breaker						
141.	18 Way 220V 3ph 4W MLO 125A bus [UD4](Eaton PRL1a or similar)boltdown type panel. To include:	1	Lot				
142.	1No. 40A 3 pole breakers						
143.	5No. 20A 1 pole breaker						
144.	38mm PVC conduit	100	M				
145.	32mm PVC conduit	100	M				
146.	25mm PVC conduit	150	M				
147.	20mm PVC conduit	50	M				
148.	Accessories for conduit installation (ends, coupling, straps etc.)	1	Lot				
149.	20mm PVC flex conduit	80	M				
150.	Accessories for flex conduit installation (ends, & straps etc.)	1	Lot				
151.	20x16mm PVC Trunking	650	M				
152.	PVC trunking accessories (bends,tees etc.)	1	Lot				
153.	PVC surface mounted Trunking (handy) boxes	125	No.				

154.	20A duplex flush convenience outlets (orange)	125	No.				
155.	duplex outlet covers (orange)	125	No.				
156.	PVC surface mounted 6x4 (junction) boxes w\ covers	15	No.				
157.	PVC surface mounted 4x4 (junction) boxes w\ covers	45	No.				
158.	95mm <sup>2</sup> 4 Core XLPE Armoured Cable	28	M				
159.	59BW (indoor) cable glands	4	No.				
160.	70mm <sup>2</sup> 4 Core XLPE Armoured Cable	12	M				
161.	57BW (indoor) cable glands	6	No.				
162.	25mm <sup>2</sup> 4 Core XLPE Armoured Cable	18	M				
163.	56BW (indoor) cable glands	2	No.				
164.	10mm <sup>2</sup> 4 Core XLPE Armoured Cable	80	M				
165.	55BW (indoor) cable glands	8	No.				
166.	16mm <sup>2</sup> XLPE insulated 1 core wire	80	M				
167.	2.5mm <sup>2</sup> PVC insulated 1 core wire	5200	M				
168.	10mm <sup>2</sup> 4 Core Flexible Wire	7	M				
169.	Accessories for flex Wire installation (bonding glands, & straps etc.)	1	Lot				

170.	18,000 BTUH inverter wall mounted indoor unit with matching condensing unit including all electrical installation from indoor unit to condensing unit and 20a DP weather proof isolator plus insulated 1" condensate and padlocked security grill over condenser as shown on drawing	1	lot				
171.	6" high concrete plinth for AC condenser	1	no.				
172.	Automatic door closer	1	no.				
173.	10' x 12' drywall partition with 1 no.32" hollow core door and frame including all hardware.	1	lot				
174.	24" x 24" T-bar framed ceiling with acoustic tiles	100	ft2				
<b>One 20KVA UPS</b>							
175.	20KVA, 208V in -208 out, 3 phase, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1	No.	<i>St. James Health Department Payne Street Montego Bay St. James</i>	5 Weeks	9 Weeks	
176.	Integrated Manual/Maintenance Bypass switch	1	No.				
177.	100A, 3 pole breaker in enclosure	1	No.				
178.	70A, 3 pole breaker in enclosure	1	No.				
179.	25kVA 3Ph 220V (Pri)-208/120V (Sec) K13 transformer	1	No.				

180.	30 Way MLO 70A Main, P-R-Line 1 type 3Ph 220V panel	1	No.				
181.	18 Way MLO 40A Main, P-R-Line 1 type 3Ph 220V panel	1	No.				
182.	25mm <sup>2</sup> PVC insulated 1 core wire	24	M				
183.	16mm <sup>2</sup> PVC insulated 4 core flexible cable	6	M				
184.	2.5mm <sup>2</sup> PVC insulated 1 core wire	2300	M				
185.	50mm PVC flex conduit	3	M				
186.	20mmx16mm PVC surface mounted Trunking	310	M				
187.	38mmx16mm PVC surface mounted Trunking	50	M				
188.	Accessories for trunking installation (ends, coupling, Tees, fasteners etc.)	1	Lot				
189.	Accessories for flexible cable installation	1	Lot				
190.	3 pole bolt-down type breakers as indicated on schedules	3	No.				
191.	1 pole bolt-down type breakers as indicated on schedules	21	No.				
192.	PVC surface mounted trunking plug/draw boxes	100	No.				
193.	20A duplex flush convenience outlets (orange)	64	No.				
194.	duplex outlet covers (orange)	64	No.				
195.	Draw box blank cover plates	30	No.				

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196.	4"x4" Draw box with blank cover plates (to accommodate flex to workstations)	10	No.				
197.	25mm <sup>2</sup> 4 core XLPE Armoured Cable	37	M				
198.	56BW Glands (32/40mm)	2	No.				
199.	10mm <sup>2</sup> 4 core XLPE Armoured Cable	30	M				
200.	55BW Glands (25mm)	2	No.				
201.	Cable strap/ fasteners	1	Lot				



## 2. List of Related Services and Completion Schedule

### *Lot 1- Kingston and St. Andrew*

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
	Supply, deliver to site, install, connect and commission UPS equipment as specified complete with all accessories including terminations :			Environmental Health Unit Ministry of Health and Wellness 24-26 Grenada Crescent Kingston 5	Within 18 Weeks from delivery
1.	Remove all retired electrical wiring, outlets, conduits and boxes and discard material that cannot be reused for this project. Hand over to the client all equipment and material of commercial value.	1	sum		
2.	Remove existing shelving unit and add 8 linear feet of drywall partition to underside of ceiling to create closet for UPS equipment including 30" wide louvered bi-fold door and frame with all hardware, finished and painted to match existing wall.	8	lin. Ft.		
3.	Reflective film applied to windows.	120	ft2		
4.	4 ft2, 1/4" finished plyboard cover over louvres in lower section of door including repainting of door to match existing colour.	1	lot		
5.	Transportation, Hoisting and Rigging	1	sum		
6.	Cleaning of area after each work interval before use by occupants	1	sum		
7.	Warranty	1	lot		3 years

	Supply, deliver to site, install, connect and commission electrical equipment as specified complete with all accessories including terminations :			Building 1 Fire Prevention Headquarters 85 Hagley Park Road Kingston 10	Within 18 Weeks from delivery
8.	Provide labour to tidy up wiring where needed	1	Lot		
9.	Test and trace each UPS circuit for integrity and label the panelboards accordingly. Notify the Engineer of defective circuits and those supplied from panelboards on the wrong floor.	1	Lot		
10.	Warranty	1	lot		3 years
	Scope - to replace existing UPS (40kVA Rental) with a 25kVA 3Ph 208/120V unit as per drawing issued. This UPS is to be provided from the unit which is to be supplied for use in building unit 1 as described below:	1	Lot	Building 2 Fire Prevention Headquarters 85 Hagley Park Road Kingston 10	Within 18 Weeks from delivery
11.	Replace existing UPS input splice box with 100A breaker in enclosures. To maintain existing cable between the main input panel and the splice box.	1	Lot		
12.	Replace existing UPS output splice box with 100A breaker in enclosures. To maintain existing cable between the main output panel and the splice box.	1	Lot		
13.	Relocate existing manual transfer switch and isolator as per drawing..	1	Lot		
14.	Replace existing 125A Main in UPS output panel with 80A 3pole.	1	Lot		
15.	Existing flexible cables to be reused if lengths are possible. Replacing only as necessary.	1	Lot		
16.	Existing transformer to be relocated to ensure UPS and transformer are not inline with existing water pipes.	1	Lot		

17.	Build plinth for transformer and UPS to height 1" minimum above adjoining office floor height.'	1	Lot		
	Supply, deliver to site, install, connect and commission UPS equipment as specified and as described in above scope complete with all accessories including terminations :				
18.	25KVA, 208/120V 3Ph in/out, 50 Hz. True Online Double Conversion UPS with 10min backup time. Software and Hardware to be included for IP connectivity.	1.	No		
19.	Provide labour to relocate the existing equipment on the wall.	1	Lot		
20.	Concrete plinth with steel float finish to raise the transformer and UPS as described.	.	.		
21.	All cutting, patching, chasing, sealing and refinishing of walls and floors and making good.	1	lot		
22.	Transportation, Hoisting and Rigging	1	sum		
23.	Cleaning of area after each work interval before use by occupants	1	sum		
24.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
25.	Warranty	1	lot		3 years
26.	Remove all retired electrical wiring, outlets, conduits and boxes and discard material that cannot be reused for this project. Hand over to the client all equipment and material of commercial value.	1	sum	Kingston and St. Andrew Municipal Corporation 24 Church Street Kingston	Within 18 Weeks from delivery
27.	Refacing of existing concrete wall 12' x 9' using concrete mortar for a rendered wall finish	108	ft2		
28.	Refinishing and repainting of UPS room walls	1200	ft2		

29.	Painting of UPS room floor with rubberized paint.	100	ft2		
30.	Upgrade to existing lighting for the air handling unit room including the provision of two new double tube LED batten fixtures and switch.	1	lot		
31.	All cutting, patching, chasing, sealing and refinishing of walls and floors and making good.	1	lot		
32.	Transportation, Hoisting and Rigging	1	sum		
33.	Cleaning of area after each work interval before use by occupants	1	sum		
34.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
35.	Warranty	1	lot		3 years
36.	All cutting, patching, chasing, sealing and refinishing of walls and floors	1	lot	All Floors National Environment & Planning Agency 10 Caledonia Avenue Kingston 5	Within 18 Weeks from delivery
37.	Transportation, Hoisting and Rigging	1	sum		
38.	Cleaning of area after each work interval before use by occupants	1	sum		
39.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
40.	Warranty	1	lot		3 years
41.	All builders works required for this project including cutting, patching, chasing, refinishing and repainting, etc.	1	lot	National Environment & Planning Agency 11 Caledonia Avenue Kingston 5	Within 18 Weeks from delivery
42.	Cleaning of area after each work interval before use by occupants	1	sum		
43.	Training of Owner's representative in the use and care of the complete installation.	1	sum		

44.	Warranty	1	lot		
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**Lot 2- St. Ann & St. James**

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
	Supply, deliver to site, install, connect and commission UPS equipment as specified complete with all accessories including terminations :			St. Ann Municipal Corporation 1 Church Street St. Ann's Bay St. Ann	Within 18 Weeks from delivery
1.	Reuse of existing circuit breakers	1	Lot		
2.	Removal of existing panel etc.	1	lot		
3.	All builders works required for this project including cutting, patching, chasing, refinishing, sealing and repainting etc	1	lot		
4.	Hoisting, rigging and transportation	1	sum		
5.	Cleaning of area after each work interval before use by occupants	1	sum		
6.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
7.	Warranty	1	lot		3 years
8.	All cutting, patching, chasing, sealing and refinishing of walls and floors	1	lot	St. Ann Municipal Corporation Jail Lane St. Ann's Bay St. Ann	Within 18 Weeks from delivery
9.	Transportation, Hoisting and Rigging	1	sum		
10.	Cleaning of area after each work interval before use by occupants	1	sum		

11.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
12.	Warranty	1	lot		3 years
13.	All cutting, patching, chasing, sealing and refinishing of walls and floors	1	lot	Fire Prevention Department Shop 4, Lee Singh Plaza, Windsor Road St. Ann's Bay, St. Ann	Within 18 Weeks from delivery
14.	Transportation, Hoisting and Rigging	1	sum		
15.	Cleaning of area after each work interval before use by occupants	1	sum		
16.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
17.	Warranty	1	lot		3 years
18.	To adjust circuits in main distribution panel to accommodate new UPS sub-feed.	1	Lot	St. Ann Health Department Owen Sound Drive St. Ann's Bay St. Ann	Within 18 Weeks from delivery
19.	Remove all retired existing electrical UPS (5.4kVA), wiring, outlets, conduits and boxes and discard material that cannot be reused for this project. Hand over to the client all equipment and material of commercial value.	1	sum		
20.	All builders works for this project including cutting, patching, chasing, refinishing and repainting etc	1	lot		
21.	Cleaning of area after each work interval before use by occupants	1	sum		
22.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
23.	Warranty	1	lot		3 years

24.	To gut existing 12 way panel and transfer circuits through it to new 18 way panel placed piggy back on top. Existing circuits to be reinstalled in new panel.	1	Sum	Fire Prevention Department 3-5 Fort St., Suite 6A Victoria Building  St. James	Within 18 Weeks from delivery
25.	All cutting, patching, chasing, sealing and refinishing of walls and floors	1	lot		
26.	Transportation, Hoisting and Rigging	1	sum		
27.	Cleaning of area after each work interval before use by occupants	1	sum		
28.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
29.	Warranty	1	lot		3 years
30.	Remove all retired electrical wiring, outlets, conduits and boxes and discard material that cannot be reused for this project. Hand over to the client all equipment and material of commercial value.	1	sum	St. James Municipal Corporation 19 Union Street St. James	Within 18 Weeks from delivery
31.	Refinishing and repainting of UPS room walls	450	ft2		
32.	Painting of UPS room floor with rubberized paint.	100	ft2		
33.	All cutting, patching, chasing and refinishing of walls.	1	lot		
34.	Transportation, Hoisting and Rigging	1	sum		
35.	Cleaning of area after each work interval before use by occupants	1	sum		
36.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
37.	Warranty	1	lot		3 years

38.	To core through walls as necessary and make good	1	Sum	St. James Health Department Payne Street Montego Bay St. James	Within 18 Weeks from delivery
39.	To make electrical closet with lockable door as shown on drawing and any wall repairs, painting etc.	1	Sum		
40.	All builders works required for this project including cutting, patching, chasing, refinishing and repainting etc	1	lot		
41.	Remove all retired electrical wiring, outlets, conduits and boxes and discard material that cannot be reused for this project. Hand over to the client all equipment and material of commercial value.	1	sum		
42.	Cleaning of area after each work interval before use by occupants	1	sum		
43.	Training of Owner's representative in the use and care of the complete installation.	1	sum		
44.	Warranty	1	lot		3 years



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### 3. Technical Specifications

#### UPS Systems Technical Specification

<b>1. System Description</b>	
The UPS along with along with external switchgear offer the following major components to the system:	MANDATORY
a. Solid State PWM converters/Inverters utilizing IGBT technology.	MANDATORY
b. Valve Regulated Lead Acid (VRLA) battery bank, utilizing sealed and maintenance free batteries to provide the requested minimum backup time.	MANDATORY
c. Provisions for isolation of converter input, bypass input, system battery supply, inverter output and static bypass switch that has been rated to 50kA.	MANDATORY
d. External means to provide a wraparound bypass independent of the built-in Maintenance bypass.	MANDATORY
<b>2. Modes of Operation</b>	
a. Normal Operation: The UPS inverter shall continuously supply an output with a stable AC power including during recharging batteries that were fully discharged.	MANDATORY
b. Battery Operation: In the event of the Utility or Generator supply failure, the inverter shall derive the input supply from the system batteries without any break in the output.	MANDATORY
c. Recovery Charge: After any operation with battery supply, the UPS should automatically reactivate and provide the DC power to the inverters and battery charging simultaneously without interruption to output.	MANDATORY
d. Bypass Supply: In the event that the inverter fails, the system should automatically transfer the load to a bypass source without interruption to the supplied load.	MANDATORY
e. Maintenance Bypass Operation: Provision for the load to be transferred through a physical switch thereby supplying power that is independent of the UPS inverter or its bypass circuitry. The switching should allow for the transfer between states without interruption. This is exclusive of any external wrap around specified.	MANDATORY

<b>3. Equipment Specifications</b>	
a. Input	MANDATORY
i. Voltage: +15, -25% Nominal (indicated for each site)	MANDATORY
ii. Frequency: 50Hz $\pm$ 5%	MANDATORY
b. DC characteristics	MANDATORY
i. Battery type: Sealed high rate discharge maintenance free Valve Regulated Lead Acid (VRLA)	MANDATORY
c. Output (Inverter)	MANDATORY
i. Output rating: kVA rating (specified for each site)	MANDATORY
ii. Load power factor: 0.8lag to Unity	MANDATORY
iii. Voltage: As listed $\pm$ 5% (manually adjusted)	MANDATORY
iv. Voltage regulation: $\pm$ 1% for unbalanced load	MANDATORY
v. Crest Factor: Double Conversion Online	MANDATORY
vi. Waveform: Sinusoidal	MANDATORY
vii. Overload (>10kVA): 150% for 1Min, 125% for 10Min	MANDATORY
viii. Overload (<10kVA): 150% for 10Sec, 125% for 1Min	MANDATORY
d. Environment	MANDATORY
i. Operating Temperature: 0 to 40°C	MANDATORY
ii. Relative Humidity: 5% to 95% Max	MANDATORY
iii. Storage Temperature: -20°C to +70°C	MANDATORY
e. Display	MANDATORY
i. Mains available	MANDATORY
ii. Rectifier operative	MANDATORY
iii. Inverter operation	MANDATORY
iv. Battery Voltage OK	MANDATORY
v. Bypass supply OK	MANDATORY
vi. Input voltage, current & frequency	MANDATORY

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vii.	Output voltage	MANDATORY
viii.	Output Frequency	MANDATORY
ix.	Load on bypass	MANDATORY
x.	Load on inverter	MANDATORY
xi.	Fault Codes	MANDATORY
f.	Alarms	MANDATORY
i.	Inverter OFF/Failed	MANDATORY
ii.	Rectifier OFF/Failed	MANDATORY
iii.	Over temperature	MANDATORY
iv.	Overload	MANDATORY
g.	Communication/Monitoring	MANDATORY
i.	Available RS232 serial Port & RS485 (Local LAN network)	MANDATORY
ii.	Provisions for integration with future BMS connection.	MANDATORY
iii.	To provide SNMP (Simple Network Management Protocol) cards to achieve UPS monitoring and control from any off-site location.	MANDATORY

## 4. Drawings

These Bidding Documents includes the following drawings.

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>
E-102	Environmental Health Unit	UPS layout & distribution drawing
E-101	Building 2-Proposed UPS Distribution (Hagley Park Rd.)	UPS layout & distribution drawings
E-101a	Fire Prevention (Hagley Park Rd.)	Building 1 -ground floor UPS layout drawing
E-101b	Fire Prevention (Hagley Park Rd.)	Building 1 -first floor UPS layout & single line drawings
E-105A	NEPA-10 Caledonia Ave. 1 <sup>st</sup> Floor	1st Floor UPS layout & distribution drawings
E-105B	NEPA-10 Caledonia Ave. 2 <sup>nd</sup> Floor	2nd Floor UPS layout & distribution drawings
E-105C	NEPA-10 Caledonia Ave. 3 <sup>rd</sup> Floor	3 <sup>rd</sup> Floor UPS layout & distribution drawings
E-105D	NEPA-10 Caledonia Ave. Single Line Diagram	Facility's single line diagram
E-104A	NEPA-11 Caledonia-Ground Floor	Ground floor UPS distribution layout
E-104B	NEPA-11 Caledonia-Details	Single line & detail elevations
E-103A	Kingston & St.Andrew M.C. – Ground Floor	Ground floor UPS & AC layouts
E-103B	Kingston & St.Andrew M.C. – 1 <sup>st</sup> Floor	1 <sup>st</sup> floor UPS layouts
E-103C	Kingston & St.Andrew M.C. – 2 <sup>nd</sup> Floor	2 <sup>nd</sup> floor UPS layouts
E-103D	Kingston & St.Andrew M.C. – S_Line	Facility's Single line distribution
E-112	Fire Prevention St. Ann	UPS layout & distribution drawings
E-107	St.James Fire Prevention Dept.	UPS layout & distribution drawings

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E-109	MOH St. Ann	UPS layout & distribution drawings
E-106A	MOH St. James-Type 5 Admin. Offices	UPS layout & distribution drawings
E-106B	MOH St. James-Type 5 Admin. Offices (2)	Single line & detail elevations
E-111A	St. Ann M.C. (Church St.) Layouts	UPS Layout & Details
E-111B	St. Ann M.C. (Church St.) S-Line	Facility's single line diagram
E-110	St. Ann M.C. (Jail Lane)	UPS layout & distribution drawings
E-108A	SJMC – Basement & S- Line	Basement Layouts & S-line drawings
E-108B	SJMC – Ground Floor	Ground Floor UPS layout & details
E-108C	SJMC – 1 <sup>st</sup> Floor	1 <sup>st</sup> Floor UPS layout
E-108D	SJMC – 2 <sup>nd</sup> Floor	2 <sup>nd</sup> Floor UPS layout
E-108E	SJMC – 3 <sup>rd</sup> Floor	3 <sup>rd</sup> Floor UPS layout
E-108F	SJMC – 4 <sup>th</sup> Floor	4 <sup>th</sup> Floor UPS layout

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## 5. Inspections and Tests

The following inspections and tests shall be performed:

### Pre-Commissioning Checks

1. Visual inspection of UPS equipment. Identify any damages from transportation or installation.
2. Electrical verifications
  - a. Check ground connections
  - b. Check all wire connection for location and tightness where lugs are used.
  - c. Check for protective device rating.
  - d. Ensure all switches/breaker are open.
  - e. Ensure battery connections are correctly wired (series/parallel, polarity etc.)

### Pre-Power Checks

1. Verify correct voltage is supplied and the selected voltage on the UPS is chosen.
2. Apply power to input and check output voltage.
3. Check battery voltage and charging current.
4. Check bypass voltage and phasing where necessary.
5. Check phasing of all inputs, bypass and output connections.
6. Check cooling fan operation.

### UPS function Test

1. Simulate a power blackout by switching off the input isolator.
  - a. The inverter will run on batteries.
  - b. Panel message should display 'BATTERY ON LOAD'
2. Restore input isolator.
3. Turn off the inverter (where applicable) to transfer load to bypass.
  - a. Panel message should display 'INVERTER OFF/UPS IN BYPASS'.
4. Restore inverter and load transferred automatically to inverter.
5. Open battery breaker.
  - a. Panel message should display 'BATTERY CB OPEN'

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## **PART 3 - Contract**





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## Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

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- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Corrupt and Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

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#### 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

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- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of

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goods from that country or any payments to any country, person, or entity in that country.

**10 Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to

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a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

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| <b>12. Scope of Supply</b>             | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.  |
| <b>13. Delivery and Documents</b>      | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .  |
| <b>14. Supplier's Responsibilities</b> | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.  |
| <b>15 Contract Price</b>               | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the <b>SCC</b> .  |
| <b>16. Terms of Payment</b>            | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b>, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the <b>SCC</b>, for the</p> |



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period of delay until payment has been made in full, whether before or after judgment or arbitration award.

**17. Taxes and Duties**

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

**19. Copyright**

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

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**20. Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting**

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not

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relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

### **22.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

## **23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

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- 24. Insurance** 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation and Incidental Services** 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
- 26. Inspections and Tests** 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance,

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including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

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**27. Liquidated  
Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and

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without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent  
Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

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- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
- 30 Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and



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to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders  
and Contract  
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall

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not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

**35. Termination**

**35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall

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be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**35.2 Termination for Insolvency.**

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

**35.3 Termination for Convenience.**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially

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impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

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## **APPENDIX TO GENERAL CONDITIONS**

### **Bank's Policy- Corrupt and Fraudulent Practices**

*(text in this Appendix shall not be modified)*

#### **Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

##### **“Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>10</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>11</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>12</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>13</sup>

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<sup>10</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>11</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>12</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>13</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

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- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>14</sup>
  - (v) "obstructive practice" is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
  - (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>15</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>16</sup>;

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<sup>14</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

<sup>15</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>16</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder

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- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.





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## Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1</b>	<p>The following definitions are added:</p> <p>(p) The “<b>Activity Schedule</b>” is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations.</p> <p>(q) “<b>Bill of Quantities</b>” means the priced and completed Bill of Quantities forming part of the Bid.</p> <p>(r) The “<b>Completion Date</b>” is the date of completion of the Works as certified by the Project Manager, in accordance with SCC Sub-Clause 13.1.</p> <p>(s) The “<b>Contractor</b>” is the party whose Bid to carry out the Supply and Related services and Works has been accepted by the Purchaser. The term is used interchangeably with “Supplier” in the contract.</p> <p>(t) A “<b>Defect</b>” is any part of the Works not completed in accordance with the Contract.</p> <p>(u) The “<b>Defects Liability Certificate</b>” is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>(v) The “<b>Defects Liability Period</b>” is the period <b>named in the SCC</b> pursuant to GCC Sub-Clause 36.1 and calculated from the Completion Date.</p> <p>(w) “<b>Equipment</b>” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(x) “<b>Materials</b>” are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>(y) The “<b>Project Manager</b>” is the person <b>named in the SCC</b> (or any other competent person appointed by the Purchaser and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>(z) The “<b>Site</b>” is the area <b>defined as such in the SCC</b>.</p> <p>(aa) “<b>Specifications</b>” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p>
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	<p>(bb) <b>“Temporary Works”</b> are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>(cc) The <b>“Works”</b> are what the Contract requires the Contractor to construct, install, and turn over to the Purchaser, <b>as defined in the SCC</b>.</p> <p>(dd) <b>“Contractor’s Personnel”</b> refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.</p> <p>(ee) <b>“Purchaser’s Personnel”</b> refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Purchaser engaged in fulfilling the Purchaser’s obligations under the Contract; and any other personnel identified as Purchaser’s Personnel, by a notice from the Purchaser or the Project Manager to the Contractor.</p> <p>(ff) <b>“Beneficiary Entity”</b> refers to a named entity located at a final place of destination.</p>																																		
<b>GCC 1.1(i)</b>	The Purchaser’s country is: <i>Jamaica</i>																																		
<b>GCC 1.1(j)</b>	The Purchaser is: <i>Planning Institute of Jamaica</i>																																		
<b>GCC 1.1 (o)</b>	<p>The Project Sites/Final Destination(s) are:</p> <table> <tr> <td><b>Kingston &amp; St. Andrew</b></td><td></td></tr> <tr> <td>Fire Prevention Headquarters</td><td>84 Hagley Park Road, Kingston 10</td></tr> <tr> <td>Ministry of Health - Environmental Health Unit</td><td>24-26 Grenada Crescent, Kingston 5</td></tr> <tr> <td>National Environment and Planning Agency</td><td>10 Caledonia Avenue, Kingston 5</td></tr> <tr> <td>National Environment and Planning Agency</td><td>11 Caledonia Avenue, Kingston 5</td></tr> <tr> <td>Kingston &amp; St. Andrew Municipal Corporation</td><td>24 Church Street, Kingston</td></tr> <tr> <td><b>St. Ann</b></td><td></td></tr> <tr> <td>Fire Prevention Department</td><td>Shop 4, Lee Singh Plaza, Windsor Road</td></tr> <tr> <td></td><td>St. Ann’s Bay, St. Ann</td></tr> <tr> <td>St. Ann Municipal Corporation</td><td>1 Church Street, St. Ann’s Bay, St. Ann</td></tr> <tr> <td>St. Ann Municipal Corporation</td><td>Jail Lane, St. Ann’s Bay, St. Ann</td></tr> <tr> <td>St. Ann Health Department</td><td>Owen Sound Drive, St. Ann’s Bay, St. Ann</td></tr> <tr> <td><b>St. James</b></td><td></td></tr> <tr> <td>Fire Prevention Department</td><td>3-5 Fort St., Suite 6A, Victoria Building,</td></tr> <tr> <td></td><td>St. James</td></tr> <tr> <td>St. James Health Department</td><td>Payne Street, Montego Bay, St. James</td></tr> <tr> <td>St. James Municipal Corporation</td><td>19 Union Street, St. James</td></tr> </table>	<b>Kingston &amp; St. Andrew</b>		Fire Prevention Headquarters	84 Hagley Park Road, Kingston 10	Ministry of Health - Environmental Health Unit	24-26 Grenada Crescent, Kingston 5	National Environment and Planning Agency	10 Caledonia Avenue, Kingston 5	National Environment and Planning Agency	11 Caledonia Avenue, Kingston 5	Kingston & St. Andrew Municipal Corporation	24 Church Street, Kingston	<b>St. Ann</b>		Fire Prevention Department	Shop 4, Lee Singh Plaza, Windsor Road		St. Ann’s Bay, St. Ann	St. Ann Municipal Corporation	1 Church Street, St. Ann’s Bay, St. Ann	St. Ann Municipal Corporation	Jail Lane, St. Ann’s Bay, St. Ann	St. Ann Health Department	Owen Sound Drive, St. Ann’s Bay, St. Ann	<b>St. James</b>		Fire Prevention Department	3-5 Fort St., Suite 6A, Victoria Building,		St. James	St. James Health Department	Payne Street, Montego Bay, St. James	St. James Municipal Corporation	19 Union Street, St. James
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<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>not applicable</i> .
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <i>2010 – Delivery Duty Paid</i> .
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention: <i>[ insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><b>All notices to the Purchaser shall be copied to the Project Manager, whose address shall be:</b></p> <p>Attention: <i>[ insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p>
<b>GCC 9.1</b>	The governing law shall be the law of <i>Jamaica</i> .

<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser’s country.”</i></p> <p><b>(a) Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser’s country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country.</p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are :</p> <ul style="list-style-type: none"> <li>- Commercial Invoice</li> <li>- Bill of Lading</li> <li>- Other agreed document.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses, if applicable.</p>
<b>GCC 13.1</b>	<p>The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.</p>
<b>GCC 14.1</b>	<p>The following additional provisions shall apply:</p> <ul style="list-style-type: none"> <li>i. In carrying out the services, the Supplier shall observe the provisions in respect of <b>Personnel and Equipment</b> specified in Attachment I to these Special Conditions of Contract.</li> <li>ii. In carrying out the services, the Supplier shall observe the provisions in respect of <b>Health, Safety and Protection of the Environment</b> specified in Attachment I to these Special Conditions of Contract.</li> <li>iii. The Supplier shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any</li> </ul>

	<p>place where work in connection with the Contract is being carried out or is intended to be carried out.</p> <p>iv. The Supplier shall comply with security protocols of the beneficiary entity applicable to the site.</p> <p>v. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>vi. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p> <p>vii. The Supplier shall submit Specifications and Drawings showing the proposed <b>Temporary Works</b> to the Project Manager.</p> <p>viii. The Supplier shall be responsible for design of Temporary Works.</p> <p>ix. The Supplier shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>x. Within seven days, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a <b>Program</b> showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations.</p> <p>xi. An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>xii. The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress</p>
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	<p>achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at bi-weekly intervals. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>xiii. Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B</p> <p>xiv. In addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.</p> <p>xv. The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Purchaser's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.</p> <p>xvi. The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.</p> <p>xvii. The Supplier shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.</p>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment – <i>not applicable</i>.</p>
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the supplier under this Contract shall be as follows:</p>

	<p><b>Payment for goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <b>United States Dollars</b> in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment: 50 %</b> of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the procuring entity.</li> <li>(ii) <b>On Installation Based on Activity Schedule: 47.5 %</b> of the Contract Price shall be paid within 30 days of receipt of the goods upon submission of claim supported by the Completion Certificate issued by the Project Manager in accordance with SCC 13.1.</li> <li>(iii) <b>On Completion of the Defects Liability Period: 2.5 %</b> of the Contract Price shall be paid within 30 days of upon correction by the Contractor of all notified defects and upon submission of claim supported by the Defects Liability Certificate issued by the Project Manager.</li> </ul> <p>Payment of local currency portion shall be made in _____ [currency] within 30 days of presentation of claim supported by an acceptance certificate from the Project Manager Agency declaring that the goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for goods and Services supplied from within Jamaica:</b></p> <p>Payment for goods and Services supplied from within Jamaica shall be made in _____ [currency], as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment: 50 %</b> of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the procuring entity.</li> <li>(ii) <b>On Installation Based on Activity Schedule: 47.5 %</b> of the Contract Price shall be paid within 30 days of receipt of the goods upon submission of claim supported by the Completion Certificate issued by the Project Manager in accordance with SCC 13.1.</li> <li>(iv) <b>On Completion of the Defects Liability Period: 2.5 %</b> of the Contract Price shall be paid within 30 days of upon correction by the Contractor of all notified defects and upon submission of claim</li> </ul>
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	supported by the Defects Liability Certificate issued by the Project Manager.
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 45 days.</p> <p>The interest rate that shall be applied is the prevailing 3 month London Interbank Offered Rate (LIBOR).</p>
<b>GCC 18.1</b>	A Performance Security <i>shall not be required</i> .
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of: not applicable.</p> <p>If required, the Performance security shall be denominated in: not applicable.</p>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: not applicable.
<b>GCC 22.1 (a)</b>	The Supplier shall construct and install the Works in accordance with the Specifications and Drawings.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: not applicable.
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 25.2</b>	<p>The services to be provided are:</p> <ul style="list-style-type: none"> <li>(a) Performance of on-site assembly, installation and commissioning of the supplied Goods at the following sites, in accordance with the List of Related Services and Completion Schedule and the associated Bill of Quantities: Sites as per GCC 1.1 (o) above.</li> <li>(b) Furnishing of the equipment and materials required for the on-site assembly, installation and commissioning of the supplied Goods.</li> <li>(c) Training of the Purchaser's personnel on-site, in start-up, operation and maintenance of the supplied Goods.</li> </ul>



<b>GCC 26.1</b>	<p>The inspections and tests shall be:</p> <p>Pre-Commissioning Checks</p> <ol style="list-style-type: none"> <li>3. Visual inspection of UPS equipment. Identify any damages from transportation or installation.</li> <li>4. Electrical verifications <ol style="list-style-type: none"> <li>a. Check ground connections</li> <li>b. Check all wire connection for location and tightness where lugs are used.</li> <li>c. Check for protective device rating.</li> <li>d. Ensure all switches/breaker are open.</li> <li>e. Ensure battery connections are correctly wired (series/parallel, polarity etc.)</li> </ol> </li> </ol> <p>Pre-Power Checks</p> <ol style="list-style-type: none"> <li>7. Verify correct voltage is supplied and the selected voltage on the UPS is chosen.</li> <li>8. Apply power to input and check output voltage.</li> <li>9. Check battery voltage and charging current.</li> <li>10. Check bypass voltage and phasing where necessary.</li> <li>11. Check phasing of all inputs, bypass and output connections.</li> <li>12. Check cooling fan operation.</li> </ol> <p>UPS function Test</p> <ol style="list-style-type: none"> <li>6. Simulate a power blackout by switching off the input isolator. <ol style="list-style-type: none"> <li>a. The inverter will run on batteries.</li> <li>b. Panel message should display 'BATTERY ON LOAD'</li> </ol> </li> <li>7. Restore input isolator.</li> <li>8. Turn off the inverter (where applicable) to transfer load to bypass. <ol style="list-style-type: none"> <li>a. Panel message should display 'INVERTER OFF/UPS IN BYPASS'.</li> </ol> </li> <li>9. Restore inverter and load transferred automatically to inverter.</li> <li>10. Open battery breaker. <ol style="list-style-type: none"> <li>a. Panel message should display 'BATTERY CB OPEN'</li> </ol> </li> </ol>
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<b>GCC 26.2</b>	<p>The Inspections and tests shall be conducted at:</p> <p><b>Kingston &amp; St. Andrew</b>  Fire Prevention Headquarters 85 Hagley Park Road, Kingston 10  Ministry of Health - 24-26 Grenada Crescent, Kingston 5  Environmental Health Unit  National Environment and 10 Caledonia Avenue, Kingston 5  Planning Agency  National Environment and 11 Caledonia Avenue, Kingston 5  Planning Agency  Kingston &amp; St. Andrew 24 Church Street, Kingston  Municipal Corporation</p> <p><b>St. Ann</b>  Fire Prevention Department Shop 4, Lee Singh Plaza, Windsor Road  St. Ann's Bay, St. Ann  St. Ann Municipal Corporation 1 Church Street, St. Ann's Bay, St. Ann</p> <p>St. Ann Municipal Corporation Jail Lane, St. Ann's Bay, St. Ann</p> <p>St. Ann Health Department Owen Sound Drive, St. Ann's Bay, St. Ann</p> <p><b>St. James</b>  Fire Prevention Department 3-5 Fort St., Suite 6A, Victoria Building,  St. James  St. James Health Department Payne Street, Montego Bay, St. James  St. James Municipal 19 Union Street, St. James  Corporation</p>
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<b>GCC 26.7</b>	<p>The following additional provisions shall apply:</p> <p>The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p> <p>If the Project Manager, with the Purchaser's prior approval, instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be pay for the test and any samples.</p> <p>The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined below. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>The Defects Liability Period is: <i>90 days</i>.</p> <p>Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> <p>If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.</p>																		
<b>GCC 27.1</b>	The liquidated damage shall be: <i>.5% per week</i>																		
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <i>15%</i>																		
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <i>three (3) years</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <table border="0"> <tr> <td colspan="2"><b>Kingston &amp; St. Andrew</b></td></tr> <tr> <td>Fire Prevention Headquarters</td><td>85 Hagley Park Road, Kingston 10</td></tr> <tr> <td>Ministry of Health -Environmental Health Unit</td><td>24-26 Grenada Crescent, Kingston 5</td></tr> <tr> <td>National Environment and Planning Agency</td><td>10 Caledonia Avenue, Kingston 5</td></tr> <tr> <td>National Environment and Planning Agency</td><td>11 Caledonia Avenue, Kingston 5</td></tr> <tr> <td>Kingston &amp; St. Andrew Municipal Corporation</td><td>24 Church Street, Kingston</td></tr> <tr> <td colspan="2"><b>St. Ann</b></td></tr> <tr> <td>Fire Prevention Department</td><td>Shop 4, Lee Singh Plaza, Windsor Road St. Ann's Bay, St. Ann</td></tr> <tr> <td>St. Ann Municipal Corporation</td><td>1 Church Street, St. Ann's Bay, St. Ann</td></tr> </table>	<b>Kingston &amp; St. Andrew</b>		Fire Prevention Headquarters	85 Hagley Park Road, Kingston 10	Ministry of Health -Environmental Health Unit	24-26 Grenada Crescent, Kingston 5	National Environment and Planning Agency	10 Caledonia Avenue, Kingston 5	National Environment and Planning Agency	11 Caledonia Avenue, Kingston 5	Kingston & St. Andrew Municipal Corporation	24 Church Street, Kingston	<b>St. Ann</b>		Fire Prevention Department	Shop 4, Lee Singh Plaza, Windsor Road St. Ann's Bay, St. Ann	St. Ann Municipal Corporation	1 Church Street, St. Ann's Bay, St. Ann
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<b>GCC 28.5</b>	<p>The period for repair or replacement shall be: <i>a maximum of 3 days</i>.</p> <p>The beneficiary entity may accept a temporary fix, if the supplier requires additional time to source parts.</p>
<b>GCC 33.1 (d)</b>	<p>9.3 All Variations shall be included in updated Programs/ Activity Schedules produced by the Contractor.</p> <p>9.4 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>9.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p>

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## Special Conditions of Contract – Attachment I

### 1. Personnel and Equipment

- 1.1 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
  - (f) has been recruited from the Purchaser's Personnel;
  - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

### 1.2 Labor

- 1.2.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Purchaser's country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.3.6, of the Contractor's Personnel, and for all payments in connection therewith.

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- 1.2.2 *Conditions of Labor.* The Contractor shall pay rates of wages, and observe conditions of labor, which comply with all applicable laws. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Purchaser's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
- 1.2.3 The Contractor may bring in to the Purchaser's country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Purchaser will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 1.2.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Purchaser may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 1.2.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 1.2.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Purchaser's Personnel as stated in the Specification.
- 1.2.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual

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holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.

- 1.2.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 1.2.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 1.2.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 1.2.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Purchaser's country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 1.2.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 1.2.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 1.2.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

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1.2.15 *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the Purchaser.

1.2.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

1.2.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively



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without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

- 1.2.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with 1.3.15 above).

- 1.2.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 1.3.17 above, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they

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understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

1.2.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on environmental and social aspects of the Contract, including appropriate sensitization on prohibition of sexual exploitation and abuse and sexual harassment, and health and safety training.

As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Purchaser's Personnel.

The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

## **2. Health, Safety and Protection of the Environment**

2.1 The Contractor shall be responsible for the safety of all activities on the Site.

2.2 The Contractor shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;

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- (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
  - (e) provide fencing, lighting, safe access, guarding and watching of:
    - (i) the Works until the Works are taken over by the Purchaser; and
    - (ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the Defects Liability Period; and
  - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

### 2.3 Protection of the environment

The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.

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# Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

## Table of Forms

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## Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No. . . . .***

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . .  
. . . . . *[insert name of the contract and identification number, as given in the SCC]* . . .  
. . . . . for the Accepted Contract Amount of . . . . . *[insert amount in numbers and  
words and name of currency]*, as corrected and modified in accordance with the  
Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with  
the Conditions of Contract, using for that purpose the of the Performance Security Form  
included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

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# Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

BETWEEN

- (1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), of the one part, and
- (2) [ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)

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(h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

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## Performance Security

### Option 1: (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser ]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six



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This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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*months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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## Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

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Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

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## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;  
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

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A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***