



**BIDDING DOCUMENTS**  
**Issued on: February 4, 2022**

for

**Procurement of**  
*Security Appliance - Firewall*

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**Ref No: FCG/SUP/018**

**Procuring Entity: *Planning Institute of Jamaica***

## Abbreviations and Acronyms

Act	Public Procurement Act, 2015
BDS	Bid Data Sheet
CFR	Cost and Freight
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to ( <i>named place of destination</i> )
Commission	Public Procurement Commission
CPT	Carriage Paid to
e-GP	electronic Government Procurement System
EXW	Ex-factory, ex works or ex warehouse
FCA	Free Carrier
FOB	Free on Board
GCC	General Conditions of Contract
GoJ	Government of Jamaica
ITB	Instructions to Bidders
JV	Joint Venture
MOF	Ministry of Finance
NCB	National Competitive Bidding
Office	Office of Public Procurement Policy
regulations	The Public Procurement Regulations
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TAJ	Tax Administration Jamaica
TCL	Tax Compliance Letter
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law

## Table of Contents

<b>PART 1 – Bidding Procedures .....</b>	<b>3</b>
Section I. Instructions to Bidders.....	4
Section II. Bidding Data Sheet .....	23
Section III. Evaluation and Qualification Criteria .....	27
Section IV. Bidding Forms .....	29
<b>PART 2 – Supply Requirements .....</b>	<b>43</b>
Section V. Schedule of Requirements.....	44
<b>PART 3 - Contract.....</b>	<b>49</b>
Section VI. General Conditions of Contract .....	50
Section VII. Special Conditions of Contract .....	67
Section VIII. Contract Forms .....	72

## **PART 1 - Bidding Procedures**

# Section I. Instructions to Bidders

## Table of Contents

<b>A. General .....</b>	<b>6</b>
1. Scope of Bid .....	6
2. Source of Funds .....	6
3. Fraud, Corruption and Other Prohibited Practices .....	6
4. Eligible bidders .....	7
5. Disqualified Bidders .....	7
6. Joint Venture .....	7
7. Eligible goods and related services .....	8
<b>B. Procurement Proceedings .....</b>	<b>8</b>
8. Sections of Bidding Documents .....	8
9. Pre-bid meeting and site visit .....	8
10. Clarification of Bidding Documents .....	9
11. Amendment of Bidding Documents .....	9
<b>C. Preparation of Bids .....</b>	<b>10</b>
12. Cost of Bidding .....	10
13. Language of Bid .....	10
14. Documents Comprising the Bid .....	10
15. Bid Submission Form and Price Schedules .....	10
16. Alternative bids .....	10
17. Bid Prices and Discounts .....	11
18. Currencies of bid .....	12
19. Documents Establishing the Conformity of the goods and related services ..	12
20. Documents Establishing the Qualifications of the bidder .....	13
21. Period of Validity of Bids .....	13
22. Bid Security .....	14
23. Format and Signing of bid .....	15
<b>D. Submission and Opening of Bids .....</b>	<b>15</b>
24. Submission, Sealing and Marking of Bids .....	15
25. Deadline for Submission of Bids .....	16
26. Late bids .....	16
27. Withdrawal and Modification of Bids .....	16
28. Bid Opening .....	16
<b>E. Evaluation and Comparison of Bids .....</b>	<b>17</b>
29. Confidentiality .....	17
30. Clarification of Bids .....	18
31. Responsiveness of bids .....	18
32. Non-conformities, Errors and Omissions .....	18
33. Preliminary Examination of Bids .....	19

34.	Examination of Terms and Conditions; Technical Compliance .....	19
35.	Conversion to Single Currency.....	19
36.	Special and Differential Treatment Measures .....	19
37.	Evaluation of bids .....	19
38.	Comparison of Bids .....	20
39.	Post-qualification of the Bidder .....	20
40.	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids...	21
<b>F. Award of Contract.....</b>		<b>21</b>
41.	Award Criteria .....	21
42.	Procuring Entity's Right to Vary Quantities at Time of Award.....	21
43.	Notification of Award and Standstill Period .....	21
44.	Signing of Contract .....	21
45.	Performance Security.....	22
46.	Right to Reconsideration or Review .....	22

## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 The procuring entity **specified in the Bidding Data Sheet (BDS)**, issues this standard bidding document (SBD) for the supply of goods and related services incidental as specified in Section V, Schedule of Requirements. The name and identification number of this international competitive bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
- 1.2 Bidders are expected to examine and adhere to all instructions, forms, terms, and specifications in the bidding document as issued by the procuring entity. Failure to furnish all mandatory information or documentation required by the bidding document shall result in the rejection of the bid.
- 1.3 Throughout this SBD:
  - (a) the term “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
  - (b) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
  - (c) if the context so requires, “singular” means “plural” and vice versa; and
  - (d) “day” means calendar day.
- 1.4 Bidding will be conducted either in hard copy or using the electronic Government Procurement GOJEP System as **specified in the BDS**.

#### 2. Source of Funds

- 2.1 The procuring entity has received public funds toward the cost of the project named in the **BDS** for the execution of this procurement.

#### 3. Fraud, Corruption and Other Prohibited Practices

- 3.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 3.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.
- 3.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall ---
  - (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
  - (b) have their bid rejected if it is determined that the bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;
  - (c) risk other sanctions provided for in the Act or the regulations.

3.4 Furthermore, bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

#### **4. Eligible bidders**

4.1 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission.

4.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate compliance with Section 15 of the Act at the time of bid submission.

4.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.

#### **5. Disqualified Bidders**

5.1 Failure to directly obtain the bidding documents from the procuring entity will result in disqualification from the procurement proceedings.

5.2 A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or that has been hired (or is proposed to be hired) by the procuring entity as Project Manager for the Contract.

5.3 A bidder that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.

5.4 A Bidder falling in any of the disqualification grounds in sections 18 and 19 of The Public Procurement Regulations 2018 shall be disqualified.

#### **6. Joint Venture**

6.1 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 16. This does not limit the participation of Subcontractors in more than one bid.

6.2 A bidder may be a firm that is a private entity or the 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 JV, all members shall be jointly and severally liable for the execution of the entire 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.

6.3 Except as provided in ITB Sub-Clauses 5.2 and 6.1, this bidding process is open to:

- (a) if a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, those firms - in case of JV with the



- same partner(s) and JV - that have been pre-qualified. The **BDS** specifies whether pre-qualified bidders may submit joint bids; or
- (b) if a pre-qualification process has not been undertaken for the Contract(s) for which these bidding documents have been issued, then the provision of sub-clauses 5.3 and 6.3 apply.

## **7. Eligible goods and related services**

- 7.1 The term “goods” means (a) things of every kind and description, whether tangible or intangible, including (i) commodities, agricultural crops, raw materials, products and equipment; (ii) matter in solid, liquid or gaseous form; and (b) services incidental to the supply of such things.
- 7.2 For the purpose of this Clause, origin means, but is not limited to, the country where the goods have been grown, mined, cultivated, produced, manufactured, processed or services provided; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Procurement Proceedings**

### **8. Sections of Bidding Documents**

8.1 The bidding documents consist of Parts 1, 2, and 3 and should be read in conjunction with any addendum issued in accordance with clause 11 - **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

### **9. Pre-bid meeting and site visit**

9.1 Bidders may wish to visit and examine the site(s) of the project and obtain all information that may be necessary for preparing their bids. All costs of visiting the site(s) shall be at the bidder's own expense, responsibility and risk.

9.2 The procuring entity may arrange for bidders and any of their personnel or agents to gain access to the relevant site(s), provided that bidders give the procuring entity adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the procuring entity may organize a site visit (as specified in the **BDS**). Failure to attend a site visit will not be cause for disqualification.

9.3 No site visit shall be arranged or scheduled after the deadline for the submission of bids and prior to the award of Contract.

9.4 Bidders and any of their personnel or agents may be granted permission to enter the premises and lands of the procuring entity on condition of the full release and indemnity of the procuring entity from and against all liability. All responsibility for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection shall be borne by bidders.

9.5 Bidders are invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Failure to attend a pre-bid meeting will not be cause for disqualification.

9.6 Bidders are required, as far as possible, to submit any questions in writing to the procuring entity not later than the number of days before the pre-bid meeting, as indicated in the **BDS**.

Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have bought the bidding documents in accordance with ITB Sub-Clause 9.

## **10. Clarification of Bidding Documents**

Bidders may request clarification of the bidding documents by contacting the procuring entity in writing at the address **specified in the BDS**. The procuring entity will respond in writing to any request for clarification, provided that such request is received prior to the period specified in the **BDS**. In the case of electronic bidding, clarifications should be submitted through the GOJEP System as specified in the BDS. The procuring entity shall forward copies of its response to all those who have acquired the bidding documents directly from it, including a description of the inquiry but without identifying its source.

**Should the procuring entity deem it necessary to amend the bidding documents as a result of a clarification or the pre-bid meeting, it shall do so following the procedure under ITB Clause 11.**

## **11. Amendment of Bidding Documents**

- 11.1 At any time prior to the deadline for submission of bids, the procuring entity may, for any reason, whether at its own initiative or as a result of a request for clarification by a prospective bidder, amend the bidding documents.
- 11.2 Amendments will be provided in the form of Addenda to the bidding documents, which will be sent in writing to all prospective bidders that received the bidding documents from the procuring entity. Addenda will be binding on bidders. Bidders are required to immediately acknowledge receipt of any such Addenda as specified in the BDS. It will be assumed that the amendments contained in such Addenda will have been taken into account by the bidder in its bid. In the case of electronic bidding any amendments to the bidding documents will be issued through the GOJEP System.
- 11.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the procuring entity may, at its discretion, extend the deadline for the submission of bids, in which case, the procuring entity will notify all bidders in writing of the extended deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2.
- 11.4 If the clarification results in the tender document being materially inaccurate the procuring entity shall withdraw and reissue the tender documents. Bidders who obtained this original document will be permitted to participate without penalty.

## C. Preparation of Bids

### 12. Cost of Bidding

- 12.1 Bidders shall bear all costs associated with the preparation and submission of their bid, and the procuring entity shall not be responsible or liable for those costs.
- 12.2 The procuring entity shall incur no liability by virtue of it exercising its power to cancel a procurement in accordance with Sections 41 and 44 of the Act.

### 13. Language of Bid

13.1 The bid, as well as all correspondences and documents relating to the bid exchanged by the bidder and the procuring entity, shall be written in the English language. 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 English language, as specified in the BDS in which case, for purposes of interpretation of the bid, such translation shall govern.

### 14. Documents Comprising the Bid

14.1 The bid shall comprise the following;

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 15,16,17, and 18;
- (b) Bid security in accordance with ITB Clause 22, if required;
- (c) alternative bids, if permissible, in accordance with ITB Clause 16;
- (d) written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB Clause 23.2;
- (e) documentary evidence in accordance with ITB Clause 19 that the goods and related services to be supplied are of eligible origin, conform to the bidding documents;
- (f) documentary evidence in accordance with ITB Clause 20 establishing the bidder's qualifications to perform the contract if its bid is accepted; and
- (g) any other document **required in the BDS**.

In addition to the requirements under ITB Clause 15, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute the Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

### 15. Bid Submission Form and Price Schedules

The bidder shall submit the Bid Submission Form furnished in Section IV of the Bidding Form without any alterations of its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The bidder shall submit the Price Schedules for goods and related services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

### 16. Alternative bids

16.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

16.2 When alternative bids are permitted in the BDS the method of evaluating those alternatives will be as specified in the BDS

## 17. Bid Prices and Discounts

The prices and discounts quoted by the bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

- 17.1 If so indicated in ITB Sub-Clause 1.1, bids are invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated 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 any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 13.1 provided the bids for all lots are submitted and opened at the same time.
- 17.2 All lots and items must be listed and priced separately in the Price Schedules.
- 17.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid including all applicable taxes and Duties, and excluding any discounts offered.
- 17.4 The bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 17.5 The terms EXW, CIP, FCA and CPT 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**.
- 17.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the procuring entity. This shall not in any way limit the procuring entity's right to contract on any of the terms offered. In quoting prices, the bidder shall be free to use transportation and insurance services from eligible sources. Prices shall be entered in the following manner:
- (a) For goods manufactured in Jamaica:
    - (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) General Consumption Tax (GCT) and any other taxes applicable 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 Jamaica, to be imported:
    - (i) the price of the goods, quoted named place or port of destination in accordance with the Incoterm specified in the **BDS**, in Jamaica;
    - (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 Jamaica, already imported:
    - (i) the price of the goods, including any rebate; plus any other related local cost;

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary 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 Jamaican 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, the price of each item comprising the related services (inclusive of any applicable taxes).

17.7 The procuring entity may invite offers on the basis of fixed/unit priced contracts OR variable/adjustable contracts as specified in the **BDS**

17.7.1 Where a fixed price contract is stipulated, prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 32.

17.7.2 Where a variable/adjustable price contracts is stipulated, prices quoted by the bidder shall be adjustable during the bidder's performance of the Contract according to the formula stipulated in these bidding documents. A bid submitted with a fixed price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 32.

However where, in accordance with the BDS, prices quoted by the bidder shall be subject to adjustment pursuant to ITB Clause 30.

## **18. Currencies of bid**

18.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The bidder shall quote in Jamaican Dollars the portion of the bid price that corresponds to expenditures incurred in Jamaica, unless otherwise specified in the **BDS**.

The bidder may express the bid price for expenditure outside of Jamaica in any freely convertible currency. If the bidder wishes to be paid in a combination of amounts in different currencies, this should be stated but shall be limited no more than three freely convertible international currencies in addition to Jamaican Dollars.

## **19. Documents Establishing the Conformity of the goods and related services**

19.1 To establish the conformity of the goods and related services to the bidding documents, the bidder shall furnish as part of the bid documentary evidence that the goods and related services conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

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

- 19.3 The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, applicable warranties 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 procuring entity.
- 19.4 Standards for workmanship, process, material, and equipment should be generic and not specific to one brand or manufacturer. Relevant local and international standards should be specified as much as possible. In unavoidable circumstances, where specific references are necessary to describe what is to be purchased, the procuring entity may refer to brand names or catalogue numbers in the Schedule of Requirements, but it should be understood that these are intended to be descriptive and not restrictive. The bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the procuring entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

## **20. Documents Establishing the Qualifications of the bidder**

20.1 The documentary evidence of the bidder's qualifications to perform the contract if the bid is accepted, shall establish to the procuring entity's satisfaction:

- (a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **BDS and Section III Evaluation and Qualification Criteria**, and has a successful performance history. If a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, the bidder shall, as part of its bid, update any information submitted with its application for pre-qualification. For the purposes of establishing the bidder's qualification, and unless stated to the contrary in the **BDS**, the experience and / or resources of any subcontractor will not contribute to the bidder's qualifications; only those of a joint venture partner will be considered.
- (b) 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 Jamaica.
- (c) that, if **required in the BDS**, the bidder will be represented by an Agent in Jamaica 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.
- (d) that the bidder meets each qualification criterion specified in Section III, Evaluation and Qualification Criteria,
- (e) national bidders, individually or in joint ventures, applying for the application of S&DTM shall supply all information as specified in the **BDS**.

## **21. Period of Validity of Bids**

- 21.1 Bids shall remain valid for the period specified in the **BDS**, after the bid submission deadline date prescribed by the procuring entity. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive. In exceptional circumstances, prior to the expiration of the bid validity period, the procuring entity 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 22.1, it will also be extended. A bidder may refuse the request for extension without

forfeiting their bid security. A bidder granting the request shall not be required or permitted to modify their bid.

## **22. Bid Security**

22.1 The bidders shall furnish as part of their bid a bid security, if required, as **specified in the BDS.**

22.2 The bid security shall be in the amount specified in the **BDS** and denominated in the currency of the bid, and shall:

- (a) at the bidder's option, be in the form of either an irrevocable letter of credit, or a bank guarantee from a banking institution, or a bond issued by a Surety which is incorporated and domiciled in Jamaica, or a bid securing declaration, or a certified managers cheque, or an insurance certificate;
- (b) be issued by a reputable financial institution selected by the bidder and located in any eligible country. If the institution issuing the bid security is located outside Jamaica, it shall have a correspondent financial institution located in the Jamaica to make it enforceable;
- (c) be in accordance with one of the forms of bid security included in Section IV, Bidding Forms;
- (d) be payable promptly upon written demand by the procuring entity in case the conditions listed in ITB Sub-Clause 22.5 are invoked;
- (e) be submitted in its original form with the bid (copies shall not be considered compliant with the requirement). In the case of the electronic submission of bids, an electronic copy of the bid security shall be sent and uploaded by the bidder, the original must be submitted to the address provided at ITB Sub-Clause 25.1 within 24 Hrs. of the bid submission deadline or as otherwise specified in the BDS.
- (f) remain valid for a period of 28 days beyond the validity period of the bids, or 28 days beyond the extended validity period, if applicable in accordance with ITB Sub-Clause 21.2.
- (g) be stamped by the Stamp Office of Jamaica, in keeping with the Stamp Duty Act, as proof of payment of the relevant Stamp Duty. (The Stamp Duty Division within the Tax Administration of Jamaica (TAJ) issues a Vermillion seal on the bond and a validation barcode, which is placed on the reverse of the consideration (first) page.)

22.3 If a bid security is required in accordance with ITB Sub-Clause 22.1, any bid not compliant shall be deemed non-responsive and rejected by the procuring entity.

22.4 The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the performance security, if required, and upon the procuring entity's receipt of a signed contract agreement.

22.5 The bid security may be forfeited:

- (a) if a bidder materially modifies or withdraws its bid during the period of bid validity specified by the bidder on the Bid Submission Form, except as provided in ITB Clause 21.2
- (b) if a bidder does not accept a correction of errors in accordance with ITB Clause 32.4; or
- (c) if the successful bidder fails to:

- (i) sign the Contract in accordance with ITB Clause 44 and
- (ii) furnish a performance security in accordance with ITB Clause 45.

The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the bid security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

### **23. Format and Signing of bid**

- 23.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 14 and clearly mark it "**ORIGINAL**". In the case of electronic bidding the bid uploaded on the GOJEP system shall be the "**ORIGINAL**". Alternative bids, if permitted in accordance with ITB Clause 16, shall be clearly marked "**ALTERNATIVE**". In addition, for hard copy bids, 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.
- 23.2 The original and all copies of the bid shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a power of attorney and shall be attached to the bid.

Any interlineations, 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**

### **24. Submission, Sealing and Marking of Bids**

- 24.1 Bids shall be submitted by hand in hard copy or electronically as specified in the **BDS**.
- 24.1.1 Bidders submitting bids by mail or by hand shall enclose the original and each copy of the bid, including alternative bids, if permitted, in accordance with ITB Clause 16, in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB Sub-Clauses 24.2, 24.3 and 24.4.
- 24.2 For hard copy bids the inner and outer envelopes shall:
- 24.2.1 Bear the name and address of the bidder;
  - 24.2.2 be addressed to the procuring entity in accordance with ITB Sub-Clause 25.1;
  - 24.2.3 bear the specific identification of this bidding process indicated in ITB Sub-Clause 1.1 and any additional identification marks as **specified in the BDS**; and
  - 24.2.4 bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.
- 24.3 If all envelopes are not sealed and marked as required, the procuring entity will assume no responsibility for the misplacement or premature opening of the bid.
- 24.4 The Bid shall be deposited in the BID BOX provided in the address stated in ITB Sub-Clause 25.1.
- 24.5 Bidders submitting bids electronically shall follow the GOJEP procedures as described in the **GOJEP System: Quick Guide for Suppliers**.



## **25. Deadline for Submission of Bids**

- 25.1 Bids must be received by the procuring entity at the address or through the GOJEP System no later than the date and time **specified in the BDS**.
- 25.2 The procuring entity may, prior to the deadline for submission of bids, at its discretion, extend the deadline by amending the bidding documents in accordance with ITB Clause 11, in such case all rights and obligations of the procuring entity and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **26. Late bids**

- 26.1 The procuring entity shall not accept any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. All late bids shall be rejected. The bidder will be notified and must collect their bid within 30 days. If the bid is not collected within this period it shall be destroyed.
- 26.2 In the case of electronic bidding, bidders will be unable to upload their bid once the bid submission deadline has passed.

**Bidders are therefore urged to commence bid upload at least two (2) hours prior to the submission time. The Procuring Entity will not be held liable for bids not submitted on time due to late commencement of bid upload. At the FIRST SIGN of any technical difficulties, bidders must make contact with the Office of Public Procurement Policy: (876) 932-5220, 932-5253, 932-5246.**

## **27. Withdrawal and Modification of Bids**

- 27.1 A bidder may withdraw or modify their bid after it has been submitted in accordance with ITB Clause 24 but only prior to the deadline for submission of bids.
- 27.2 In the case of hard copy bids, bidders must send 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 Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 23 and 24, and in addition, the respective envelopes shall be clearly marked **“WITHDRAWAL”** or **“MODIFICATION”** and
  - (b) received by the procuring entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.
- 27.3 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the bidders.

## **28. Bid Opening**

- 28.1 Bid Opening
- (a) For hard copy bids the procuring entity shall conduct the bid opening in public at the address, date and time **specified in the BDS** and in accordance with ITB Sub-Clauses 28.2 to 28.5.
  - (b) For electronic bidding the GOJEP System shall prepare a bid opening report that shall include, as a minimum: the name of the bidder; the Bid Price, per lot if

applicable, and, if required, the presence or absence of a bid security. A copy of the report will be distributed to all bidders who submitted a bid.

- 28.2 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.
- 28.3 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 envelopes that are opened and read out at bid opening shall be considered further.
- 28.4 All other envelopes shall be opened one at a time, reading out: the name of the bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the procuring entity may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Bids shall be rejected at the bid opening in accordance with ITB Sub-Clause 26.1 and 27.3.
- 28.5 The procuring entity 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 or modification;
  - the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted;
  - 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 attendance sheet.
  - A copy of the record shall be distributed to all bidders who submitted bids in time and posted online when electronic bidding is permitted.

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

### **29. Confidentiality**

- 29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2 Any effort by a bidder or any person to influence the procuring entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any bidder wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing.

**30. Clarification of Bids**

- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the procuring entity 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 procuring entity shall not be considered. The procuring entity's request for clarification and the response shall be in writing. In the case of electronic bidding this will be managed through the GOJEP System. No change 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 procuring entity in the Evaluation of the bids, in accordance with ITB Clause 37.
- 30.2 If a bidder does not provide clarifications of its bid by the date and time set in the procuring entity's request for clarification, its bid shall be rejected.

**31. Responsiveness of bids**

- 31.1 The procuring entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviation, reservation or omission.
- 31.3 A material deviation, reservation or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 31.4 If a bid is not substantially responsive to the bidding documents, it shall be rejected by the procuring entity and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

**32. Non-conformities, Errors and Omissions**

- 32.1 Provided that a bid is substantially responsive, the procuring entity may waive any non-conformities or omissions in the bid that do not constitute a material deviation.
- 32.2 Provided that a bid is substantially responsive, the procuring entity 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.
- 32.3 Provided that the bid is substantially responsive, the procuring entity 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.
  - (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.

- 32.4 The amount stated in the bid shall be adjusted by the procuring entity in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid shall be rejected, and the bid security may be forfeited.

### **33. Preliminary Examination of Bids**

- 33.1 The procuring entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 14 have been provided, and to determine the completeness of each document submitted.
- 33.2 The procuring entity shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Clause 15.1;
  - (b) Price Schedules, in accordance with ITB Clause 15;
  - (c) Bid security in accordance with ITB Clause 22, if applicable.
  - (d) Power of Attorney for the authorized representative signing the bid.
  - (e) Any other requirements as indicated in the **BDS**.

### **34. Examination of Terms and Conditions; Technical Compliance**

- 34.1 The procuring entity shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation.
- 34.2 The procuring entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 19-20, to confirm that all requirements specified in Section V, Schedule of Requirements of the bidding documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the procuring entity determines that the bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the bid.

### **35. Conversion to Single Currency**

- 35.1 For evaluation and comparison purposes, the procuring entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

### **36. Special and Differential Treatment Measures**

- 36.1 Special and Differential Treatment Measures shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

### **37. Evaluation of bids**

- 37.1 The procuring entity shall examine each eligible bid to determine, its responsiveness.
- 37.2 To evaluate a bid, the procuring entity shall use all the factors, methodologies and criteria defined in ITB Clause 37. The non-price factors selected shall to the extent possible be expressed in monetary terms to facilitate comparison of bids, or given weights/scores or be set out in descending order of importance or in a manner otherwise specified in Section III, Evaluation and Qualification Criteria. The factors,

methodologies and criteria to be used shall be as specified in ITB Sub-Clause 37.3 (d).

37.3 To evaluate a bid, the procuring entity shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the bid Price as quoted in accordance with ITB Clause 18. If this bidding document allows bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
- (c) price adjustment due to discounts offered in accordance with ITB Clause 17.4;
- (d) the application of the non-price evaluation criteria **specified in the BDS** and as set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a domestic margin of preference, in accordance with ITB Clause 36 if applicable.

37.4 In trade, the prices of goods, whether of local or foreign origin, are loaded with sales and similar taxes (e.g., value added taxes, where applicable) or import duties and import taxes, which are all payable to the government and not part of the cost of the goods being purchased. The objective is to compare the prices without these loads. To make sure of this, in evaluating bids, the procuring entity's evaluation will exclude and not take into account the following:

- (a) In the case of goods manufactured in Jamaica, 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 Jamaica, already imported or to be imported, customs duties and other import taxes levied on the imported goods, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the bidder;
- (c) different bidders will have a price for the sale of goods if these are payable immediately and apply different formulae for the adjustment of prices. These formulas are offered by the bidders based on the indices of prices of materials, labor, metals, material, fuel, etc. It is necessary to compare prices on the bare minimum conditions as if they were to be received and paid upon signing of the contract. Any allowance for price adjustment during the period of execution of the contract, if provided in the bid, shall be excluded.

### 38. Comparison of Bids

38.1 The procuring entity shall compare all substantially responsive bids in accordance with ITB Sub-Clause 37.3 to determine the bid that has the lowest bid price or is the most advantageous.

### 39. Post-qualification of the Bidder

39.1 The procuring entity may elect to evaluate bids by means of post qualification where the procuring entity intends to use post qualification this will be indicated in the BDS. The procuring entity will determine at its own cost and to its satisfaction whether the bidder (including JV Partners, and any Subcontractors for which ITB Sub-Clause 18.1 (a) permits that their qualifications count towards the required bidder qualifications) that is selected as having submitted the lowest bid price or most advantageous bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 18.

- 39.2 Meeting the post-qualification criteria as specified at Section III shall be a prerequisite for award of contract to the bidder. Failure to meet the qualification criteria shall result in disqualification of the bid, in which event the procuring entity shall proceed to the second ranked bid to make a similar determination of that bidder's capabilities to perform satisfactorily. If the second ranked bid does not meet the post-qualification requirements, this too shall be disqualified, and the qualification of the succeeding ranked bid shall be examined and so on in succession until the determination of the lowest bid price or most advantageous bid.
- 40. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**
- 40.1 The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids without thereby incurring any liability to bidders:
- (a) at any time prior to the acceptance of the successful bid; or
  - (b) after the successful bid is accepted if:
    - (i) the bidder presenting the successful bid is disqualified under the Act or the regulations;
    - (ii) the procurement is cancelled;
    - (iii) the bidder presenting the successful bid is excluded on the grounds of an unfair competitive advantage or a conflict of interest that is likely to impair the integrity of those procurement proceedings;
    - (iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of the Act or the regulations.

## **F. Award of Contract**

**41. Award Criteria**

- 41.1 The procuring entity shall award the Contract to the bidder whose bid has been determined to be the lowest priced or the most advantageous, as defined in ITB Sub-Clause 36.1.

**42. Procuring Entity's Right to Vary Quantities at Time of Award**

- 42.1 At the time the Contract is awarded, the procuring entity reserves the right to increase or decrease the quantity of goods and related services originally specified in Section V, 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.

**43. Notification of Award and Standstill Period**

- 43.1 Prior to the expiration of the period of bid validity, the procuring entity shall notify all bidders, in writing, of the determination of the successful bid including all the information required by Section 44(2) of the Act.
- 43.2 The date of the notification under ITB Sub-Clause 41.1 establishes the commencement of the standstill period specified in the **BDS**. During this time bidders may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their bids were not selected.

**44. Signing of Contract**

- 44.1 On the expiry of the standstill period the procuring entity shall send the successful bidder the Letter of Acceptance.

- 44.2 The successful bidder shall return the signed contract within 28 days from the date of the Letter of Acceptance and shall sign, date, and return to the procuring entity the signed Contract Agreement and performance security, if required, pursuant to ITB Clause 45.
- 44.3 On receipt of the signed Contract Agreement and performance security, if required, the procuring entity will immediately notify in writing all unsuccessful bidders, of the final results of the bidding process. This notice will discharge their bid securities pursuant to ITB Clause 22.4.
- 44.4 Following signature of the Contract Agreement, the procuring entity shall publish, in the manner prescribed by the Office, the results, identifying the name of the supplier, the contract price and the contract number.
- 45. Performance Security**
  - 45.1 Within 28 days of receipt of the Letter of Acceptance the successful bidder, if required, shall furnish the performance security in accordance with the GCC, using for that purpose the performance security Form included in Section VIII, Contract forms.
  - 45.2 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 procuring entity may award the Contract to the next ranked bidder, whose offer is substantially responsive and is determined by the procuring entity to be the lowest priced or most advantageous bid.
- 46. Right to Reconsideration or Review**
  - 46.1 Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible bidder has the right to reconsideration or review of an action or decision of the procuring entity.
  - 46.2 Notwithstanding ITB Sub-Clauses 12.1 and 12.2, should the Procurement Review Board, following an application for reconsideration decide that the actions of the procuring entity were not in compliance with the provisions of the Act or the regulations, the Procurement Review Board may require the payment of compensation for any reasonable costs incurred by the bidder. Any payment shall be limited to the costs of the preparation of the bid or the costs relating to the application, or both.

## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods and related services to be procured shall complement, supplement, or amend the provisions in the ITB. **Whenever there is a conflict, the provisions herein shall prevail over those in ITB.**

ITB Clause Reference	A. General
ITB 1.1	<p>The procuring entity is: <b><i>Planning Institute of Jamaica</i></b></p> <p>The name and identification number of the NCB are: <b><i>Supply of Security Appliance - Firewall - FCG/SUP/018</i></b></p> <p>The number, identification and names of the lots comprising this NCB are: <i>not applicable</i>.</p>
ITB 1.4	Bidding will be conducted in accordance with <b><i>e-GP procedures as further defined in the e-GP System: Quick Guide for Suppliers.</i></b>
ITB 2.1	The name of the Project is: <b><i>Foundations for Competitiveness and Growth Project</i></b>
ITB 3.1	In addition, the World Bank requires compliance with the Bank's Anti-Corruption Guidelines. Please refer to the <b><i>Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework</i></b> , as set forth in Appendix 1 to the GCC.
ITB 4.1	The Bidder must submit a <b>valid Tax Compliance Letter</b> at the time of bid submission.
ITB 4.2	<p>The Bidder must submit proof of a valid registration with the <b>Public Procurement Commission: (Computers, Computer Equipment, Parts &amp; Supplies)</b> at the time of bid submission</p> <p>For more information: <a href="http://www.ocg.gov.jm">http://www.ocg.gov.jm</a></p>
ITB 6.2	Maximum number of members in the JV shall be: <b><i>three(3)</i></b>
ITB 6.3 (a)	Not applicable.
B. Contents of Bidding Documents	
ITB 8.1	<p><i>All clarifications must be submitted through the e-GP System. Copies of all clarifications received will be available through the e-GP System.</i></p> <p>Requests for clarification should be received by the procuring entity no later than: <b>fifteen (15)</b> before the deadline for submission of bids stated at ITB 25.1.</p>
ITB 9.1	A site visit <i>will not</i> be organized as part of the pre-bid meeting.
ITB 9.5	A pre-bid meeting <i>shall not</i> take place.



ITB 9.6	Not applicable.
<b>C. Preparation of Bids</b>	
ITB 14.1 (g)	The bidder shall submit the following additional documents in its bid: <i>A valid Tax Compliance Letter or Tax Compliance Certificate.</i>
ITB 16.1	Alternative bids <i>shall not</i> be considered.
ITB 17.1	Prices quoted for each lot (contract) shall correspond at least to <i>100%</i> percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to <i>100%</i> percent of the quantities specified for this item of a lot.
ITB 17.5	The Incoterms edition is: <b>Incoterms 2020 Delivery Duty Paid.</b>
ITB 17.6 (a) (iii);(b)(ii) and (c)(v)	Final destination (Project Site): <i>eGov Jamaica Limited  235b Old Hope Road, Kingston 6, Jamaica</i>
ITB 17.6 (b) (i)	<b>Delivery Duty Paid</b> Place of Destination: <i>eGov Jamaica Limited  235b Old Hope Road, Kingston 6, Jamaica</i>
ITB 17.7	The prices quoted by the bidder <i>shall not</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 18.1	<i>The bidder is not required to quote in Jamaican dollars the portion of the bid price that corresponds to expenditures incurred in that currency.</i>
ITB 19.3	Period of time the goods are expected to be functioning (for the purpose of spare parts, special tools, applicable warranties etc.): <i>not applicable.</i>
ITB 20.1 (a)	The bidder shall submit, with its bid, the following documentary evidence to prove that it has the financial, technical and production capability to perform the contract. <ul style="list-style-type: none"> <li>- Financial statements demonstrating a minimum average revenue of J\$30.0 million for 2019 and 2020</li> <li>- Valid Public Procurement Commission Certificate in the category of Computers, Computer Equipment, Parts &amp; Supplies</li> </ul> The Subcontractor(s) experience and/or resources will not contribute to the bidder's qualifications.
ITB 20.1 (b)	Manufacturer's authorization is: <i>required.</i>
ITB 20.1 (c)	After sales service is: <i>required.</i>
ITB 21.1	The bid validity period shall be <i>90</i> days.

ITB 22.1	<i>The bid shall include a <b>Bid Securing Declaration</b> using the form included in Section IV, Bidding Forms.</i>
ITB 22.2	The amount of the bid security shall be: <i>not applicable</i> .
ITB 23.1	<i>Only one bid will be submitted (uploaded) and this shall be the ORIGINAL.</i>
<b>D. Submission and Opening of Bids</b>	
ITB 24.1	Bids will be submitted in <i>electronically (e-GP procedures are defined in the e-GP System: Quick Guide for Suppliers )</i> .
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: <i>none</i> .
ITB 25.1	For bid submission purposes, the procuring entity's address is: Attention: <i>Melvin E. Smith</i> Address: <i>16 Oxford Road</i> Floor-Room number: <i>not applicable</i> City: <i>Kingston 5</i> Jamaica The deadline for the submission of bids is: Date: <i>3 March 2022</i> Time: <i>2:00pm</i>
ITB 28.1	The Bid opening shall take place virtually Date: <i>3 March 2022</i> Time: <i>2:30pm</i>  <i>Bids will be opened in the presence of the bidders' representatives who choose to attend virtually via a link that will be shared when the bid is submitted.</i>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 33.2(e)	The bidder must provide the following documents or information: <i>None.</i>
ITB 35.1	Bid prices expressed in different currencies shall be converted to: <i>United States Dollars</i> The source of exchange rate shall be: <i>Bank of Jamaica</i> The date for the exchange rate shall be <i>as per ITB 25.1</i> .
ITB 36.1	Domestic margin of preference <i>shall not</i> be a bid evaluation factor.
ITB 37.3(a)	Evaluation will be on the basis of <i>by Item</i> .

<b>ITB 37.3(d)</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: <i>No.</i></li> <li>(b) Deviation in payment schedule: <i>No.</i></li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: <i>No.</i></li> <li>(d) the availability in Jamaica of spare parts and after-sales services for the equipment offered in the bid <i>No.</i></li> <li>(e) the projected operating and maintenance costs during the life of the equipment <i>No.</i></li> <li>(f) the performance and productivity of the equipment offered. <i>No.</i></li> </ul>
<b>F. Award of Contract</b>	
<b>ITB 42.1</b>	<p>The maximum percentage by which quantities may be increased is: <i>100%</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>0%</i></p>
<b>ITB 43.2</b>	<p>The number of days for standstill shall be 3 days.</p>

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

This Section complements the Instructions to Bidders. It contains the criteria that the procuring entity may use to evaluate a bid and determine whether a bidder has the required qualifications. No other criteria shall be used.

### **Contents**

1. Alternative Bids (ITB Sub-Clause 16.1)
2. Special and Differential Treatment Measures (ITB Sub-Clause 36.1)
3. Multiple Contracts (ITB Sub-Clause 37.3 (a))
4. Evaluation Criteria (ITB Sub-Clause 37.3 (d))
5. Post-qualification Requirements (ITB Sub-Clause 39.2)

**1. Alternative Bids (ITB Sub-Clause 16.1) - Not Applicable****2. Special and Differential Treatment Measures (ITB Sub-Clause 36.1) - Not Applicable****3. Multiple Contracts (ITB Sub-Clause 37.3(a)) - Not Applicable****4. Evaluation Criteria (ITB Sub-Clause 37.3 (d))**

The procuring entity's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 17, one or more of the following factors as specified in ITB Sub-Clause 37.2 and in **BDS** Sub-Clause 37.3(d), 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. - **Not Applicable**
- (d) Availability in Jamaica of spare parts and after sales services for equipment offered in the bid. - **Not Applicable**
- (e) Projected operating and maintenance costs/ Total Cost of Ownership - **Not Applicable**
- (f) Performance and productivity of the equipment. - **Not Applicable**
- (g) Specific additional criteria - **Not Applicable**

**5. Post-qualification Requirements (ITB Sub-Clause 39.2)**

After determining the lowest responsive bid in accordance with ITB Sub-Clause 38.1, the procuring entity shall carry out the post-qualification of the bidder in accordance with ITB Clause 39, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the bidder's qualifications.

(a) Financial Capability

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

- Financial statements demonstrating a minimum average revenue of J\$30.0 million for 2019 and 2020

(b) Experience and Technical Capacity

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

- Valid Public Procurement Commission Certificate in the category of Computers, Computer Equipment, Parts & Supplies

(c) The bidder shall furnish documentary evidence to demonstrate that the bid it offers meet the following usage requirement: *Not applicable*

## Section IV. Bidding Forms

### Table of Forms

Bidder Information Form .....	30
Joint Venture Partner Information Form .....	31
Bid Submission Form .....	32
Price Schedule: Goods Manufactured Outside Jamaica, to be Imported .....	35
Price Schedule: Goods Manufactured Outside Jamaica, already imported .....	36
Price Schedule: Goods Manufactured in Jamaica .....	37
Price and Completion Schedule - Related Services .....	38
Bid Security (Bank Guarantee) .....	39
Bid Security (Bid Bond) .....	40
Bid-Securing Declaration.....	40
Manufacturer's Authorization .....	42

## 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]*

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

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

1. Bidder's Legal Name <i>[insert bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party 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 Legal 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 Registration of bidders legal name named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.

## Joint Venture Partner Information Form

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

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

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

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

1. Bidder's Legal Name: <i>[insert bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party 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 Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.



## Bid Submission Form

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

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

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

To: *[insert complete name of procuring entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) 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 and related services *[insert a brief description of the goods and related services]*;
- (c) We attach evidence of our fulfilment of the non-price criteria of award set out in Section III, Evaluation and Qualification Criteria;
- (d) The total price of our bid, excluding any discounts offered in item (e) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (e) The discounts offered and the methodology for their application are:
  - Discounts.** If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies or state none]*;
  - Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts or state not applicable]*;
- (f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 45 and GCC Clause 17 for the due performance of the Contract;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;
- (i) Our firm, its affiliates or subsidiaries—including any Subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 6.1;
- (j) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica;

- (k) The following commissions, gratuities, or fees have been paid or are to be paid 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.”)

- (l) 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.
- (m) We understand that you are not bound to accept the lowest responsive bid or any other bid that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful bid or after the successful bid is accepted if
- (i) the bidder presenting the bid is disqualified under the Act or the regulations of the Public Procurement Act, 2015;
  - (ii) the procurement is cancelled;
  - (iii) the bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition and a conflict of interest; or
  - (iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of bidder]*

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

## 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 procuring entity in the Schedule of Requirements.]*

## Price Schedule: Goods Manufactured Outside Jamaica, to be Imported

(Group C bids, goods to be imported)								Date: _____ Ref No: _____
Currencies in accordance with ITB Sub-Clause 18								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 Sub-Clause 17.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Jamaica to convey the goods to their final destination specified in <b>BDS</b>	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 Jamaica, already imported

(Group C bids, goods already imported) Currencies in accordance with ITB Sub-Clause 18										Date: _____ Ref 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 17.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 17.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 17.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 17.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Jamaica to convey the goods to their final destination, as specified in BDS in accordance with ITB 17.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 17.6(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 Jamaica]</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]*

## Price Schedule: Goods Manufactured in Jamaica

Procuring entity's Country _____					(Group A and B bids)  Currencies in accordance with ITB Sub-Clause 18			Date: _____ Ref 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. 4×5)	Price per line item for inland transportation and other services required in Jamaica to convey the goods to their final destination	Cost of local labor, raw materials and components from within origin in Jamaica % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 17.6(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>
<b>Total Price</b>									

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 Sub-Clause 18					Date: _____ Ref 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 Jamaica 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]*

## Bid Security (Bank Guarantee)

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

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of procuring entity]*

*[Indicate here if this guarantee is for an alternative bid and, if so, identify the details of the alternative bid, if applicable.]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the bidder or Joint Venture, showing also the names of all the members thereof]* (hereinafter called "the bidder") has submitted to you its bid dated (hereinafter called "the bid") for the execution of *[name of contract]* under International Competitive Bid No. *[NCB number]* ("the NCB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we *[name of Bank]*, as *Guarantor*, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder:

- (a) has materially modified or withdrawn its bid during the period of bid validity specified by the bidder in the Bid Submission Form; or
- (b) does not accept a correction of errors; or
- (c) having been notified of the acceptance of its bid by the procuring entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to bidders.

This guarantee will expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and the performance security issued to you upon the instruction of the bidder, in relation to such contract agreement; or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the bidder that the contract with the successful bidder has been executed; or (ii) twenty-eight days after the expiration of the validity of the bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*



## Bid Security (Bid Bond)

*[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 Jamaica**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of procuring entity]* as Obligee (hereinafter called “the procuring entity”) in the sum of *[amount of Bond]*<sup>1</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 a written bid to the procuring entity 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) materially modifies or withdraws its bid during the period of bid validity specified in the Bid Submission Form; or
- (b) does not accept a correction of errors; or
- (c) having been notified of the acceptance of its bid by the procuring entity during the period of bid validity or any extension provided by the Principal; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders of the procuring entity’s bidding document.

then the Surety undertakes to immediately pay to the procuring entity up to the above amount upon receipt of the procuring entity’s first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity 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 as stated in the Invitation to Bid or extended by the Principal at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

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)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of Jamaica or the equivalent amount in a freely convertible currency.

## Bid-Securing Declaration

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

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

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

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

To: *[complete name of procuring entity]*

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 procuring entity for the period of time of **2 years** starting on the **date of notification of the suspension**, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have materially modified or withdrawn our bid during the period of bid validity specified in the Bid Submission Form; or
- (b) does not accept a correction of errors; or
- (c) having been notified of the acceptance of our bid by the procuring entity during the period of bid validity, 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 advising the execution of the contract with of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[complete name of bidder]*

Dated *[date of signing]*

Corporate Seal (where appropriate)

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

## Manufacturer's Authorization

*[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]*

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

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

To: *[insert complete name of procuring entity]*

### 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 27 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]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of bidder]*

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

## **PART 2 - Supply Requirements**

# Section V. Schedule of Requirements

## Contents

1. List of Goods and Delivery Schedule .....	45
2. List of Related Services and Completion Schedule .....	46
3. Technical Specifications.....	47
4. Drawings .....	48
5. Inspections and Tests.....	48

## 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) 2020		
					Earliest Delivery Date	Latest Delivery Date	bidder's offered Delivery date <i>[to be provided by the bidder]</i>
1.	Security Appliance - Firewall	1	number	eGov Jamaica Limited   235b Old Hope Road, Kingston 6, Jamaica	28 days from effectiveness of the contract	90 days from effectiveness of the contract	<i>[insert the number of days following the date of effectiveness the Contract]</i>

## 2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1.	Warranty	2 years	n/a	eGov Jamaica Limited   235b Old Hope Road, Kingston 6, Jamaica	2 years from acceptance

1. If applicable

### 3. Technical Specifications

**Summary of Technical Specifications.** The goods and related services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards	
1	Security Appliance - Firewall	Ports	<ul style="list-style-type: none"> <li>• Minimum 8x 1 GbE</li> <li>• Minimum 4x 10GbE SFP+ Short Range (inclusive of transceivers and cables)</li> <li>• Minimum 2x 40GbE QSFP+ Short Range (inclusive of transceivers and cables)</li> <li>• Minimum 1 Management Port</li> <li>• Minimum 1 USB Port</li> </ul>
		Software	<ul style="list-style-type: none"> <li>• Latest offered by the manufacturer with software subscription for 2 years</li> </ul>
		Support	<ul style="list-style-type: none"> <li>• Four Hours Committed response time</li> </ul>
		Performance Summary	<ul style="list-style-type: none"> <li>• Firewall</li> <li>• IPSecVPN</li> <li>• On-board Management</li> <li>• URL Filtering</li> <li>• Application Control</li> <li>• Content Awareness</li> <li>• Intrusion Prevention System</li> <li>• Support OSPF and BGP Routing</li> <li>• Virtual Firewall</li> <li>• Threat Emulation</li> <li>• Antivirus and Anti-Bot</li> </ul>
		Memory	<ul style="list-style-type: none"> <li>• Minimum 64 GB</li> </ul>
		Firewall Throughput	<ul style="list-style-type: none"> <li>• Minimum 35 Gbps</li> </ul>
		VPN Throughput	<ul style="list-style-type: none"> <li>• Minimum 9.81 Gbps</li> </ul>
		IPS Throughput	<ul style="list-style-type: none"> <li>• Minimum 15 Gbps</li> </ul>
		Concurrent Sessions	<ul style="list-style-type: none"> <li>• Minimum 16M</li> </ul>
		VLANS	<ul style="list-style-type: none"> <li>• 1024</li> </ul>
		Connections per second	<ul style="list-style-type: none"> <li>• 230K</li> </ul>
		Storage	<ul style="list-style-type: none"> <li>• Minimum 480 GB</li> </ul>
		Logging	<ul style="list-style-type: none"> <li>• Should be able to support both local and remote logging</li> </ul>
		Rack Mountable	<ul style="list-style-type: none"> <li>• Yes, 1U</li> </ul>
		Power Supply	<ul style="list-style-type: none"> <li>• Redundant Power Supply</li> </ul>
		Management	<ul style="list-style-type: none"> <li>• Lights Out Management</li> <li>• Should support central management via current Check Point Management Stations</li> </ul>
2	Warranty	Duration	<ul style="list-style-type: none"> <li>• 2 years</li> </ul>



## **4. Drawings - Not Applicable**

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

The device will be tested according to the following standards:

**Physical checks:**

- Inspection for signs of damage or wear
- Verification of all package contents including; cables (where applicable), brackets, screws and other peripherals

**Power checks:**

- Hardware equipment will be powered to ensure system startup procedures are completed successfully

**Software/License check:**

- Devices will be checked to ensure all required licenses and warranties are matched according to technical specifications in RFB.

## **PART 3 - Contract**

# Section VI. General Conditions of Contract

## Table of Contents

1. Definitions .....	52
2. Contract Documents .....	53
3. Fraud and Corruption.....	53
4. Interpretation .....	53
5. Language .....	54
6. Joint Venture, Consortium or Association.....	54
7. Eligibility .....	54
8. Notices.....	54
9. Governing Law .....	54
10. Settlement of Disputes .....	55
11. Scope of Supply .....	55
12. Delivery and Documents.....	55
13. Supplier's Responsibilities .....	55
14. Contract Price .....	55
15. Terms of Payment.....	55
16. Taxes and Duties.....	56
17. Performance Security.....	56
18. Copyright .....	56
19. Confidential Information .....	56
20. Subcontracting .....	57
21. Specifications and Standards .....	58
22. Packing and Documents .....	58

<b>23. Insurance .....</b>	<b>58</b>
<b>24. Transportation and Related Services .....</b>	<b>58</b>
<b>25. Inspections and Tests .....</b>	<b>59</b>
<b>26. Liquidated Damages .....</b>	<b>60</b>
<b>27. Warranty .....</b>	<b>60</b>
<b>28. Patent Indemnity .....</b>	<b>60</b>
<b>29. Limitation of Liability .....</b>	<b>61</b>
<b>30. Change in Laws and Regulations .....</b>	<b>62</b>
<b>31. Force Majeure .....</b>	<b>62</b>
<b>32. Change Orders and Contract Amendments .....</b>	<b>62</b>
<b>33. Extensions of Time .....</b>	<b>63</b>
<b>34. Termination.....</b>	<b>63</b>
<b>35. Assignment .....</b>	<b>64</b>
<b>36. Export Restriction .....</b>	<b>64</b>

## Section VI. General Conditions of Contract

### 1. Definitions

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

- (a) “GoJ” means the Government of Jamaica.
- (b) “Contract” means the Contract Agreement entered into between the procuring entity 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 things of every kind and description, whether tangible or intangible, including commodities, agricultural crops, raw materials, products and equipment; matter in solid, liquid or gaseous form; and services incidental to the supply of such things that the supplier is required to supply to the procuring entity under the Contract.
- (i) “procuring entity” means the GoJ entity purchasing the goods and related services, as specified in the SCC.
- (j) “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.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “Subcontractor” means any natural 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.
- (m) “supplier” means a person, firm or entity that is registered in the Public Procurement Commission to participate in the procurement proceedings mentioned above.
- (n) “The Project Site,” where applicable, means the place named in the SCC.
- (o) “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt. “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
- (p) “Procurement Review Board” or “Review Board” means the body established in accordance with Section 50 of the Act.

## **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. Fraud and Corruption**

- 3.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 3.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.
- 3.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall
- (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
  - (b) have their bid rejected if it is determined that the bid or bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica
  - (c) risk other sanctions provided for in the Act or the regulations.
- 3.4 Furthermore, bidders take account of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

## **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.
- 4.3 Entire Agreement
- The Contract constitutes the entire agreement between the procuring entity 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 procuring entity, 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.
- 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 procuring entity 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 procuring entity.

### **7. Eligibility**

- 7.1 A bidder 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 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 and sent to the address specified in the **SCC**.
- 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 Jamaica, unless otherwise specified in the **SCC**.

**10. Settlement of Disputes**

- 10.1 The procuring entity 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 procuring entity 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 procuring entity shall pay the supplier any monies due the supplier.

**11. Scope of Supply**

- 11.1 The goods and related services to be supplied shall be as specified in the Schedule of Requirements.

**12. Delivery and Documents**

- 12.1 Subject to GCC Sub-Clause 32.1, 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 SCC.

**13. Supplier's Responsibilities**

- 13.1 The supplier shall supply all the goods and related services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

**14. Contract Price**

- 14.1 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.

**15. Terms of Payment**

- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The supplier's request for payment shall be made to the procuring entity in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the procuring entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the supplier, and after the procuring entity has accepted it.



15.4 The currencies in which payments shall be made to the supplier under this Contract shall be those in which the bid price is expressed.

15.5 In the event that the procuring entity fails to pay the supplier any payment by its due date or within the period set forth in the SCC, the procuring entity shall pay to the supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

## **16 Taxes and Duties**

16.1 For goods manufactured outside Jamaica, the supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Jamaica.

16.2 For goods Manufactured within Jamaica, the supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the procuring entity.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the supplier in Jamaica, the procuring entity shall use its best efforts to enable the supplier to benefit from any such tax savings to the maximum allowable extent.

## **17 Performance Security**

17.1 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.

17.2 The proceeds of the performance security shall be payable to the procuring entity as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

17.3 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 procuring entity; and shall be in one of the format stipulated by the procuring entity in the SCC, or in another format acceptable to the procuring entity.

17.4 The performance security shall be discharged by the procuring entity 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.

## **18 Copyright**

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the procuring entity by the supplier herein shall remain vested in the supplier, or, if they are furnished to the procuring entity 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

## **19. Confidential Information**

19.1 The procuring entity 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 procuring entity 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 19.

19.2 The procuring entity shall not disclose information relating to the examination and evaluation of bids other than the summary of the evaluation of bids if

- (a) non-disclosure of such information is necessary for the protection of the national interests of Jamaica; or
- (b) disclosure of such information would be contrary to law; impede law enforcement; prejudice the legitimate commercial interests of a supplier, bidder or contractor; or impede fair competition;

unless disclosure of that information is ordered by the Review Board or any court, and, in such case, subject to such conditions as may be specified in the order.

19.3 Except where information is provided or required to be published under or pursuant to a provision in this procurement process, a procuring entity shall treat applications to pre-qualify and bid in such a manner as to prevent or protect against the disclosure of their contents to competing suppliers or to any other person not authorized to have access to this information.

19.4 Nothing in this section shall be construed as limiting the application of any provision of any other law that restricts the disclosure of information.

19.5 The procuring entity 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 procuring entity for any purpose other than the performance of the Contract.

19.6 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the procuring entity or supplier need to share with GoJ 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.

19.7 The above provisions of GCC Clause 19 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.

19.8 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## **20. Subcontracting**

20.1 The supplier shall notify the procuring entity 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 relieve the supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

## **21. Specifications and Standards**

### **21.1 Technical Specifications and Drawings**

- (a) The goods and related services supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Requirements as appended to the Contract Agreement 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 procuring entity, by giving a notice of such disclaimer to the procuring entity.
- (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 procuring entity and shall be treated in accordance with GCC Clause 32.

## **22. Packing and Documents**

- 22.1 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.
- 22.2 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 procuring entity.

## **23. Insurance**

- 23.1 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.

## **24. Transportation and Related Services**

- 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the goods shall be in accordance with the specified Incoterms.
- 24.2 The supplier may be required to provide any or all of the following related 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 procuring entity's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 24.3 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.
- 25. Inspections and Tests**
- 25.1 The supplier shall at its own expense and at no cost to the procuring entity carry out all such tests and/or inspections of the goods and related services as are specified in the **SCC**.
- 25.2 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 Jamaica as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the procuring entity.
- 25.3 The procuring entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the procuring entity 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.
- 25.4 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 procuring entity. The supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the procuring entity or its designated representative to attend the test and/or inspection.
- 25.5 The procuring entity 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.
- 25.6 The supplier shall provide the procuring entity with a report of the results of any such test and/or inspection.
- 25.7 The procuring entity 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 procuring entity, and shall

repeat the test and/or inspection, at no cost to the procuring entity, upon giving a notice pursuant to GCC Sub-Clause 25.4.

- 25.8 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 procuring entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the supplier from any warranties or other obligations under the Contract.

## **26. Liquidated Damages**

- 26.1 Except as provided under GCC Clause 31, 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 procuring entity 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 related 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 procuring entity may terminate the Contract pursuant to GCC Clause 34.

## **27. Warranty**

- 27.1 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.
- 27.2 Subject to GCC Sub-Clause 21.1(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.
- 27.3 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.
- 27.4 The procuring entity 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 procuring entity shall afford all reasonable opportunity for the supplier to inspect such defects.
- 27.5 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 procuring entity.
- 27.6 If having been notified, the supplier fails to remedy the defect within the period specified in the SCC, the procuring entity may proceed to take within a reasonable period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the procuring entity may have against the supplier under the Contract.

## **28. Patent Indemnity**

- 28.1 The supplier shall, subject to the procuring entity's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the procuring entity 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 procuring entity 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.

- 28.2 If any proceedings are brought or any claim is made against the procuring entity arising out of the matters referred to in GCC Sub-Clause 28.1, the procuring entity shall promptly serve the supplier with notice thereof, and the supplier may at its own expense and, on behalf of the procuring entity, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The supplier shall not bind the procuring entity to any agreement without its written approval.
- 28.3 If the supplier fails to notify the procuring entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the procuring entity shall be free to conduct the same on its own behalf.
- 28.4 The procuring entity 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.
- 28.5 The procuring entity 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 procuring entity.

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the supplier shall not be liable to the procuring entity, 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 procuring entity and
  - (b) the aggregate liability of the supplier to the procuring entity, 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 procuring entity with respect to patent infringement.

### **30. Change in Laws and Regulations**

- 30.1 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 part of Jamaica 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 14.

### **31. Force Majeure**

- 31.1 The supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and 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.
- 31.2 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 procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the supplier shall promptly notify the procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by the procuring entity 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.

### **32. Change Orders and Contract Amendments**

- 32.1 The procuring entity 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 procuring entity;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the related services to be provided by the supplier.
- 32.2 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 procuring entity's change order.
- 32.3 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 not exceed the prevailing rates charged to other parties by the supplier for similar services.

32.4 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.

### **33. Extensions of Time**

33.1 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 12, the supplier shall promptly notify the procuring entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the supplier's notice, the procuring entity 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.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, 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 33.1.

### **34. Termination**

#### **34.1 Termination for Default**

(a) The procuring entity, 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 procuring entity pursuant to GCC Clause 33;
- (ii) if the supplier fails to perform any other obligation under the Contract;  
or
- (iii) if the supplier, under the laws of Jamaica 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 procuring entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the procuring entity 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 be liable to the procuring entity 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.

#### **34.2 Termination for Insolvency.**

(a) The procuring entity 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 procuring entity

#### **34.3 Termination for Convenience.**

(a) The procuring entity, 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 procuring entity'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 procuring entity at the Contract terms and prices. For the remaining goods, the procuring entity 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.

### **35. Assignment**

- 35.1 Neither the procuring entity nor the supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### **36. Export Restriction**

- 36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the procuring entity, to the country of the procuring entity or to the use of the products/goods or systems to be supplied in particular by sanctions arising from trade regulations from a country supplying those products/goods, systems or services, the supplier shall not be bound by its bid, always provided, however, that the supplier can demonstrate to the satisfaction of the procuring entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.
- 36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the procuring entity, to the country of the procuring entity or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially 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 procuring entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

## APPENDIX 1

# Fraud and Corruption

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

### Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework<sup>2</sup>

Date: \_\_\_\_\_

Invitation of Bids/Proposals No. \_\_\_\_\_

To: \_\_\_\_\_

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines<sup>3</sup> in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of *[Insert name of Employer as per bidding document]* or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- a. rejection of our Proposal/Bid for award of contract;

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<sup>2</sup>[Drafting note: This document shall be signed by bidders/proposers/consultants and submitted as part of their bids/proposals. In addition, this document shall be signed by the winning bidder/consultant and incorporated as part of the contract.]

<sup>3</sup>*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- c. sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>4</sup> (ii) to be a nominated<sup>5</sup> sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect<sup>6</sup> all accounts, records, and other documents relating to the procurement

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<sup>4</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>5</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection 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.

<sup>6</sup> Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.

process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the

Bidder/Proposer/Consultant: \_\_\_\_\_

Name of the person duly authorized to sign the Bid/Proposal on behalf of the  
Bidder/Proposer/ Consultant:

Title of the person signing the Letter: \_\_\_\_\_

## Section VII. 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.

Clause No	
GCC 1.1(i)	The procuring entity is: <i>The Planning Institute of Jamaica</i>
GCC 1.1 (n)	The Project Site/Final Destination is: <i>eGov Jamaica Limited   235b Old Hope Road, Kingston 6, Jamaica</i>
GCC 3.1	In addition, the World Bank requires compliance with the Bank's Anti-Corruption Guidelines. Please refer to the Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework, as set forth in Appendix 1 to the GCC.
GCC 4.2 (b)	The version edition of Incoterms shall be <b>Incoterms 2020 - Delivery Duty Paid.</b>
GCC 5.1	The language shall be: <b>English</b>
GCC 8.1	For <u>notices</u> , the procuring entity's address shall be: Attention: <i>Melvin E. Smith</i> Street Address: <i>16 Oxford Road</i> City: <i>Kingston 5</i> Jamaica Telephone: <i>876 960 9339</i> Electronic mail address: <i>msmith@pioj.gov.jm</i>
GCC 9.1	The governing law shall be the law of: <b>Jamaica</b>
GCC 10.2	<b>Amicable Settlement</b> Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the procuring entity and supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the procuring entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved

	<p>between the parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p><b>Dispute Settlement</b></p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p><b>Arbitration</b></p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p> <p>For contracts with foreign suppliers, 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 United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.</p>
<b>GCC 12.1</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 procuring entity before arrival of the goods and, if not received, the supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.1</b>	<p><i>&lt;To be finalized upon contract award&gt;</i></p> <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 (____) [currency of the Contract Price] in the following manner:</p>

	<p>(i) <b>Advance Payment:</b> 30 % 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.</p> <p>(ii) <b>On Shipment:</b> 30 % of the Contract Price of the goods shipped shall be paid upon submission of documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> 40 % of the Contract Price of goods received shall be paid within 30 days of receipt of the goods upon submission of claim supported by the acceptance certificate issued by eGov Jamaica Ltd.</p> <p>Payment of local currency portion shall be made in _____ [currency] within 30 days of presentation of claim supported by a certificate from eGov Jamaica Ltd. 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> <p>(i) <b>Advance Payment:</b> 30 % 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.</p> <p>(ii) <b>On Delivery:</b> 30 % of the Contract Price shall be paid on receipt of the goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> The remaining 40 % of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate for the respective delivery issued by eGov Jamaica Ltd.</p>
<b>GCC 15.5</b>	<p>The payment-delay period after which the procuring entity shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is <i>the prevailing 3 month London Interbank Offered Rate (LIBOR)</i>.</p>
<b>GCC 17.1</b>	A performance security <i>shall not be required</i> .
<b>GCC 17.3</b>	Not applicable.
<b>GCC 17.4</b>	Discharge of the performance security shall take place: <i>Not applicable</i> .
<b>GCC 22.2</b>	The packing, marking and documentation within and outside the packages shall be: none.

<b>GCC 23.1</b>	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <i>Not applicable.</i>
<b>GCC 24.1</b>	Responsibility for transportation of the goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>Not applicable.</i>
<b>GCC 25.1</b>	The inspections and tests shall be: The device will be tested according to the following standards: <b>Physical checks:</b> <ul style="list-style-type: none"> <li>• Inspection for signs of damage or wear</li> <li>• Verification of all package contents including; cables (where applicable), brackets, screws and other peripherals</li> </ul> <b>Power checks:</b> <ul style="list-style-type: none"> <li>• Hardware equipment will be powered to ensure system startup procedures are completed successfully</li> </ul> <b>Software/License check:</b> <ul style="list-style-type: none"> <li>• Devices will be checked to ensure all required licenses and warranties are matched according to technical specifications in RFB.</li> </ul>
<b>GCC 25.2</b>	The inspections and tests shall be conducted at: <i>eGov Jamaica Limited   235b Old Hope Road   Kingston 6, Jamaica</i>
<b>GCC 26.1</b>	The liquidated damage shall be: 0.5% per week
<b>GCC 26.1</b>	The maximum amount of liquidated damages shall be: 15%
<b>GCC 27.3</b>	The period of validity of the Warranty shall be: 2 years For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>eGov Jamaica Limited   235b Old Hope Road   Kingston 6, Jamaica</i>
<b>GCC 27.5</b>	The period for repair or replacement shall be: 7 calendar days.



## **Section VIII. Contract Forms**

### **Table of Forms**

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Bank Guarantee for Advance Payment

## 1. Letter of Acceptance

*[letterhead paper of the procuring entity]*

*[date]*

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

Subject: **Notification of Award Contract No.** *[insert number]*

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 BDS]* for the Accepted Contract Amount of *[insert amount in words] ([insert amount in numbers])*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *[insert name of procuring entity]*.

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 procuring entity: \_\_\_\_\_

**Attachment: Contract Agreement**

## 2. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[ insert complete name of procuring entity ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Jamaica, or corporation incorporated under the laws of Jamaica ] and having its principal place of business at [ insert address of procuring entity ] (hereinafter called “the procuring entity”), 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”).*

WHEREAS the procuring entity invited bids for certain goods and ancillary services, viz., *[insert brief description of goods and related services]* and has accepted a bid by the supplier for the supply of those goods and related services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies) ]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the procuring entity and the supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The supplier’s bid and original Price Schedules
  - (f) The procuring entity’s Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the procuring entity to the supplier as hereinafter mentioned, the supplier hereby covenants with the procuring entity to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The procuring entity hereby covenants to pay the supplier in consideration of the provision of the goods and related 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 Jamaica on the day, month and year indicated above.

For and on behalf of the procuring entity

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]*

### 3. Performance Security

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

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

Ref No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of procuring entity]*

**PERFORMANCE GUARANTEE No.:***[insert Performance Guarantee number]*

We have been informed that *[insert complete name of supplier]* (hereinafter called "the supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[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 supplier, we as guarantor, hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>7</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>8</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the supplier]*

<sup>7</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.

<sup>8</sup> Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

## 4. Bank Guarantee for Advance Payment

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

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

Ref No. and title: *[insert number and title of bidding process]*

*[Bank's letterhead]*

**Beneficiary:** *[insert legal name and address of procuring entity]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of supplier]* (hereinafter called "the supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>9</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the Contract because the supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the supplier on its account *[insert number and domicile of the account]*.

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 date]*, 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 shall remain valid and in full effect from the date of the advance payment received by the supplier under the Contract until *[insert date<sup>10</sup>]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

*[signature(s) of authorized representative(s) of the bank]*

<sup>9</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the procuring entity.

<sup>10</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."