



**Government of Jamaica**

**PUBLIC PROCUREMENT  
STANDARD BIDDING DOCUMENT**

**ANNEX G4**

**Procurement of Goods**

**Restricted Bidding**

**National Competitive Bidding**

**April 2019**

# Foreword

This standard bidding document (SBD) for Procurement of Goods have been prepared by the Ministry of Finance (MOF). Its use is mandatory for the procurement of goods through restricted bidding under national competitive bidding.

These SBD are designed for the procurement of goods and related services which are to be financed using public funds.

Further edits to ensure compliance with the Public Procurement Act and regulations may be required by the Procuring Entity.

Those wishing to submit comments or questions on this document or to obtain additional information are encouraged to contact:

Chief Procurement Policy Officer,  
Office of Public Procurement Policy,  
30 National Heroes Circle  
Kingston 4  
Jamaica  
**[oppccustomer@care.mof.gov.jm](mailto:oppccustomer@care.mof.gov.jm)**

## Abbreviations and Acronyms

Act	Public Procurement Act, 2015
B/L	Bill of Lading
CFR	Cost and Freight
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to ( <i>named place of destination</i> )
CPT	Carriage Paid to
e-GP	electronic Government Procurement System
EXW	Ex-factory, ex works or ex warehouse
FIATA	International Federation of Freight Forwarders Associations
FCA	Free Carrier
FOB	Free on Board
ITS	Instructions to Suppliers
MOF	Ministry of Finance
Office	Office of Public Procurement Policy
regulations	The Public Procurement Regulations
RFQ	Request for Quotations
SBD	Standard Bidding Document
TCL	Tax Compliance Letter
VAT	Value Added Tax



# JAMAICA CIVIL AVIATION AUTHORITY

4 WINCHESTER ROAD  
KINGSTON 10.  
MAILING ADDRESS  
P.O. BOX 8998.  
C.S.O. KINGSTON

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**INVITATION TO QUOTE**  
**Ref NO #: [RFQ#JCAA00264](#)**

**Date: July 23, 2019**

Dear Madam/Sir

Subject: The Supply, Delivery, Installation, Testing and Commissioning of *Standby Generators for the Head Office and the Sangster international Airport (Localizer site, DVOR Site and Glide Path)*

Request for Quotation

1. The [Jamaica Civil Aviation Authority](#) utilizing public funds invites you to submit your price quotation for the supply of the following items: as per the attached Schedules of Requirements at Section 2.

Description	Quantity
Remove old Generator and ATS	4
Standby Generators and ATS	4
Provision SNMP Remoting monitoring	4

2. Quotations will be submitted in *Hard copy to be deposited in the Tender Box.*
3. Only quotations from eligible suppliers as defined in paragraph 1 of Section 1, Instructions to Suppliers will be considered.
4. Quotations must be submitted by **3pm on Thursday, August 8, 2019.**
5. The procuring entity shall award the contract to the supplier whose quotation has been determined to be the lowest evaluated quotation and is substantially responsive to this Invitation.
6. No quotation securing declaration or guarantee is required.
7. Please confirm whether or not you will submit a quotation by email/fax to: [purchasing@jcaa.gov.jm](mailto:purchasing@jcaa.gov.jm) quoting the reference, no later than **12 Noon on Thursday, July 25, 2019.**
8. Yours faithfully

Tamara McGann

## Addenda

- Section 1 Instructions to Suppliers
- Section 2 Schedule of Requirements
- Section 3 Form of Quotation
- Section 4 Form of Contract Agreement

## Section 1 Instructions to Bidders

### 1. Eligibility of the Bidder

#### Eligible bidders

- 1.1 A bidder shall be deemed to have the nationality of a country if the bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or suppliers for any part of the Contract including related services.
- 1.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders and any named Subcontractors 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 by presenting proof of a valid copy of the Tax Compliance Letter (TCL).
- 1.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.

#### 2 Disqualified Bidders

- 2.1 Failure to directly **obtain** the bidding documents from the procuring entity will result in **disqualification from the procurement proceedings**.
- 2.2 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.
- 2.3 A bidder that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified

### 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.

#### 4. Documents comprising the Quotation

The quotation submitted by the supplier shall comprise the following documents:

- i. Signed Letter of Quotation on your company headed paper.
- ii. Signed Price and delivery schedules on your company headed paper.
- iii. Signed Statements of Compliance.
- iv. Tax Compliance Letter (TCL)
- v. Tax Registration Number (TRN)
- vi. Certificate of registration with the Commission
- vii. Adequate technical documentation and other printed material or pertinent information for each item quoted, including names and addresses of firms providing service facilities in Jamaica, if applicable.

#### 5. Quotation and evaluation criteria

- (i) The bidder must quote for all the items specified in the **Schedule of Requirements**
- (ii) The bidder may only submit one quote.
- (iii) The procuring entity may award the contract to the bidder following the evaluation and any negotiation.

#### 6. Site Visit

6.1 The bidder 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.

6.2 A mandatory site visit is scheduled for:

- **Friday, July 26, 2019 @ 11am** at 4 Winchester Road, Kingston 10 (Head Office)
- **Monday July, 29, 2019 @ 11am** at Sangster International Airport Montego, Bay (Security passes are required for this location. Bidders are required to complete and return the attached site visit form (see Appendix 4) via mail to [purchasing@jcaa.gov.jm](mailto:purchasing@jcaa.gov.jm) on or before **Thursday, July 25, 2019**.)

Bidders will be escorted by JCAA Representative **Mr. Timothy Bailey**. He may be reached at **876-881-7062**. Kindly indicate via email whether or not you intend to attend the site visits.

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

#### 7. Quotation Prices

7.1 Quotation prices must be quoted in Jamaican Dollars for delivery [**insert Incoterm**] to the specified destinations according to INCOTERMS, [**insert year**]. The locations are as named in Section 2. All custom duties, import and any other taxes or fees applicable for goods imported in Jamaica and VAT should be quoted separately, where applicable.

7.2 Prices shall remain fixed and not subject to adjustment during the period of performance of the contract.

## 8. Validity of Quotation

8.1 Your quotation should be valid for a period of 30 days from the deadline for submission.

## 9. Language of the Quotation

9.1 All documents relating to the quotation and contract shall be in the English language.

## 10. Signing of the Quotation

10.1 The original and copy of the quotation 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 supplier.

10.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

## 11. Submission of the Quotation

11.1 The quotation must be submitted: **hard copy and placed in the tender box**

11.2 **[Procuring Entity to select either of the following options]**

**[The Bidder submitting a quotation by hard copy shall enclose the original quotation in an envelope. The envelope should be duly marked as follows:**

**(a) bear the name and address of the Bidder;**

**(b) be addressed to the procuring entity as follows;**

**Attention: *Tamara McGann***

**Address: *4 Winchester Road, Kingston 10***

**Floor-Room number: *JCAA Lobby***

**(c) bear the specific Ref Number; and**

**(d) bear a warning not to open before the time and date for deadline for opening.]**

11.3 A Bidder may modify or withdraw its quotation once submitted but only prior to the deadline for submission. The modification or withdrawal must be prepared as above; however, the outer envelope must also be marked 'MODIFICATION' or 'WITHDRAWAL'.

**Failure to directly obtain the Request for Quotation Document from the Procuring Entity will result in disqualification of that bidder from participating in the procurement process.**

## 12. Deadline of submissions

12.1 The quotation must be submitted to the procuring entity no later than **3:00 pm on August 8, 2019.**

There shall be no public opening of quotations.



### **13. Late Quotations**

- 13.1 The procuring entity shall not consider any quotation that arrives after the deadline for submission. All late quotations shall be declared late and rejected. The Bidder will be notified and must collect their quotation within 30 days. If the quotation is not collected within this period it shall be destroyed.
- 13.2 In the case of electronic submission, **late bids will be automatically rejected by the system.** The bidder will be unable to upload their quotation once the quotation 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.**

### **14. Confidentiality**

- 14.1 Information relating to the examination, evaluation, comparison and post-qualification of quotations and recommendation of contract award shall not be disclosed to contractors or any other persons not officially concerned with such process until publications of the contract award.
- 14.2 Any attempt by a contractor 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 quotation.
- 14.3 Any attempt by the bidder or any person to influence the procuring entity during the procurement process, pursuant to Section 46 of the Act, shall result in the rejection of the quotation.

### **15. Negotiation**

- 15.1 The procuring entity may seek to negotiate and obtain a reduction in the bid price in order to ensure best value for money.

### **16. Procuring Entity's Right to Accept Any Quotation and to Reject any or all Quotations:**

- 16.1 The procuring entity reserves the right to accept or reject the quotation, and to cancel the procurement proceedings and reject the quotation, at any time prior to the award of the procurement contract, without incurring any liability to the affected Bidder(s).

### **17. Clarifications or Further Information**

- 17.1 Any request for clarification or further information must be received **by August 1, 2019.** All requests must be in writing to the Procurement Officer [purchasing@jcaa.gov.jm](mailto:purchasing@jcaa.gov.jm) or the address provided at Clause 11.

### **18. Notification of Award and Signing of Contract:**

- 18.1 The Bidder will be notified in writing by the Procuring Entity of the contract award prior to the expiration of the validity period.

- 18.2 The date of this notification establishes the commencement of the standstill period. The standstill period will be N/A. During this time the Bidder 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 quotation was not selected.
- 18.3 On the expiry of the standstill period the procuring entity shall send the Bidder the contract which shall be binding. N/A Where the Procuring Entity will be initiating a standstill period this paragraph should be included in the document.

## **19. Reconsideration and Review**

- 19.1 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.

## Section 2 Schedules of Requirements

[The procuring entity must complete the following schedules]

The Schedules of Requirements comprise the following:

*2A List of Goods and Services*

*2B Delivery and Completion Schedule*

*2C Price Schedule*

*2D Statements of Compliance*

**2A List of Goods and Services**

Phase	3
Power	500 KVA
Rated voltage	110V, 230V
Rated frequency	50 Hz
Type	Sound Attenuated Enclosure
Engine Make	Perkins
Fuel	Diesel
Additional Features	8Hr day tank; SNMP Remote Monitoring

Rating	9 KW; Continuous / Prime
Power	9 KVA
Rated voltage	110/220V, 115/230V, 110/240V
Rated frequency	50 Hz
Rated current	40.9Amps, 39.1A, 37.5A
Rated RPM	1500
Power Factor	1
Phase (220V)	1
Type	Sound Attenuated Enclosure
Engine	Perkins, Diesel
Additional Features	24Hr day tank; SNMP Remote Monitoring

<b>Table 3 Specifications SIA DVOR Site</b>	
Rating	16 KW; Continuous / Prime
Power	16 KVA
Rated voltage	110/220V, 115/230V, 110/240V
Rated frequency	50 Hz
Rated current	72Amps, 69.6A, 66.7A
Rated RPM	1500
Power Factor	1
Phase (220V)	1
Type	Sound Attenuated Enclosure
Engine	Perkins, Diesel
Additional Features	24Hr day tank; SNMP Remote Monitoring

<b>Table 4 Specifications SIA Glide Path</b>	
Rating	18 KW; Continuous/Prime
Size	18 KVA
Rated voltage	110/220V, 115/230V, 110/240V
Rated frequency	50 Hz
Rated current	75Amps
Rated RPM	1500
Power Factor	1
Phase (220V)	1
Type	Sound Attenuated Enclosure
Engine	Perkins, Diesel
Additional Features	24Hr day tank; SNMP Remote Monitoring

Alternative quotations will not be accepted.

Partial quotations [will/will not] be accepted.

## 2B Delivery and Completion Schedule

The required completion date is [August 30, 2019](#).

**Project Site(s) for delivery on [\[insert Incoterm\]](#) terms:**

**JCAA Head Office - 4 Winchester Road Kingston 10**

**Montego Bay - SIA: Localizer Site, DVOR Site, Glide Path**

### Delivery schedule

Items to be delivered and installed at each location as per the following table.

Sl. No.	Item	Unit	Destination	TOTAL
1	Remove of Generator	4	JCAA Head Office, Montego Bay	4
2	Supply and Install Standby Generator	4	JCAA Head Office, Montego Bay	4
3	Provision SNMP Remoting monitoring	4	JCAA Head Office, Montego Bay	1

**2C Price Schedule**

Date: \_

Ref No.: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

1	2	3	4	5	6	7	8
<i>Item No.</i>	<i>Good or Related Service</i>	<i>Country of origin</i>	<i>Percent of national origin</i>	<i>Quantity (No. of units)</i>	<i>Unit price JMD</i>	<i>Import Duties, Sales Taxes and other Taxes, per unit<sup>1</sup> JMD</i>	<i>Total Price JMD</i>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Name \_ In the capacity of \_\_\_\_

Signed .

Duly authorized to sign the quotation for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
 Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
<sup>1</sup> If applicable these costs must be quoted separately.

**2D Statements of Compliance**

Bidders are required to complete the following Statements of Compliance for each item. Failure to complete these statements fully will result in rejection of the quotation.

Bidders must enter "Comply" or "Not comply" against each paragraph of this specification, comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance will result in the quotation being rejected.

Item 1		
Item	Detailed Specification	Comply: Yes/No
1		
2		
3	<b>GENERAL DETAILS</b>	
3.1		
3.2		
4	<b>SPECIAL REQUIREMENTS</b>	
4.1		
4.2		
4.3		
5	<b>SERVICE SUPPORT</b>	
5.1	State how you will honour warranty claims.	
5.2	Please provide details of the warranty conditions that will apply to this offer.	
5.3	Note that following delivery under any contract for supply, the supplier shall be responsible for ensuring that the procuring entity is provided with any service updates, service bulletins, safety notices, etc either direct or via the local agent.	

I certify that the items offered above meet the specifications stated.

Signature.....

Name.....

Title.....

Date.....

Company Stamp/Seal:

**Section 3 Letter of Quotation**

Date: \_

Ref No.: \_\_\_\_\_

To: *[insert name of procuring entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Bidder (ITB);
- (b) We offer to supply, in conformity with the Invitation for Quotations, the following goods and related services: \_\_\_\_\_;
- (c) The total price of our quotation, excluding any discounts offered in item (d) below, but including all applicable taxes is: \_\_\_\_\_

*[amount of Jamaican Dollars in words], [amount in figures], ;*

- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our quotation shall be valid for a period of \_\_\_\_\_ days from the date fixed for the quotation submission deadline in accordance with the Invitation for Quotations and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITS 1;
- (g) Our firm, its affiliates or subsidiaries (including any subcontractors or suppliers for any part of the contract), are not been declared ineligible procuring entity in accordance with ITS 2 ;
- (h) 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;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the quotation process or execution of the contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

*[If none has been paid or is to be paid, indicate “none.”]*

- (j) We understand that this quotation, 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.
- (k) We understand that you are not bound to accept the lowest responsive quotation or any other quotation that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful quotation or after the successful quotation is accepted if
  - (i) the bidder presenting the quotation 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 quotation is excluded on the grounds of corruption, unfair competition and a conflict of interest; or



(iv) the procurement, the quotation or the supplier contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Name \_ In the capacity of \_\_\_\_\_

Signed .

Duly authorized to sign the quotation for and on behalf of  
\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_

## Section 4 Form of Contract Agreement

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 bidder], a corporation incorporated under the laws of [insert: country of bidder] and having its principal place of business at [insert: address of bidder] (hereinafter called “the bidder”).

WHEREAS, the procuring entity wishes to have the bidder supply the [insert details (including related services)] (hereinafter referred to as “goods”), and

WHEREAS, the bidder is desirous to supply these goods, and the procuring entity is willing to accept the goods in terms and conditions provided for under this contract.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Conditions** The Conditions of the contract shall be as herein stated.
2. **Language** This contract and all related communications shall be in English.
3. **Procuring Entity** The procuring entity is: [insert complete name of procuring entity]
4. **Contract** Name of contract: [insert name of contract]
5. **Governing Law** The contract shall be governed by and interpreted in accordance with the laws of Jamaica.
6. **Goods** The bidder shall deliver the goods specified in Appendix 1 to the destinations and in the quantities therein specified, in accordance with the quotation as accepted by the procuring entity as at Appendix 2.
7. **Delivery** The goods shall be delivered to the designated locations within [insert number] weeks of the date of this contract on [insert Incoterm] specified location terms (INCOTERMS [insert year]).  
The procuring entity may cancel the contract if the supplier fails to deliver and install the goods, in accordance with the above terms and conditions, in spite of being given [insert number of days] days’ notice by the procuring entity, without incurring any liability to the supplier.
8. **Consignee** The invoice should show the consignee as:  
[insert consignee]
9. **Documentation** The shipping and other documents to be furnished by the supplier are:  
For Goods Supplied from Outside Jamaica:  
Invoice: two original signed invoices and two signed copies;  
Packing List: (if not included on invoice); four copies;  
Transport Bill i.e. Air Waybill: 1 original/ Road Consignment Note

evidencing dispatch of the Goods: 1 original and 1 copy / Bill of Lading:  
or

2 negotiable original and 1 non-negotiable copy/Combined Transport Bill  
of Lading: or

2 negotiable original and 1 non-negotiable copy/ Rail Note evidencing  
dispatch of the Goods: 1 original and 1 copy;

Insurance Certificate: 1 copy

Signed Receipt Note (to be completed by the procuring entity)

One original and three copies of the Certificate of Origin

One original and three copies of the Manufacturer's/supplier's Factory  
Inspection Report (where specified).

Bill of Lading: The supplier will be responsible for obtaining for  
distribution the required number of original and non-negotiable copies of  
a clean shipped onboard Bill of Lading (B/L) marked "Freight Paid"  
consigning the Goods to the consignee shown above. The supplier must  
not keep any original copies. The mark shown on the B/L must be identical  
in all respects to that on the case and in the contract. Bills must not be  
taken out "to order" unless otherwise instructed by the procuring entity.  
A FIATA B/L is acceptable only if prior written agreement has been given  
by the procuring entity.

The above documents must be delivered to the procuring entity in  
sufficient time to allow for any necessary Customs Clearance to be  
prepared for the goods. Any delay in the clearance of the goods due to the  
late arrival of the specified documents shall be the responsibility of the  
supplier.

Clean Certificate of Receipt /Signed Delivery Slip from the consignee.

For Goods Supplied from within Jamaica :

Invoice: two original signed invoices and two signed copies;

Packing List: (if not included on invoice); four copies;

Clean Certificate of Receipt /Signed Delivery Slip from the consignee.

Delivery shall be in accordance with the Delivery and Completion  
Schedule submitted by the bidder with his quotation and as attached to  
this contract.

10. **Packing** [\[Procuring entity to specify packing requirements\]](#)
11. **Inspection** The bidder shall install the goods at the locations specified in Appendix 1 where they will be inspected by the procuring entity to determine that they meet the specifications stated in Appendix 1. The procuring entity will issue an Acceptance Note when all items are found to be in accordance with this contract and in working order.
12. **Payment**
- A. Prices**
- For goods rendered pursuant to the **attached schedule of requirements at Appendix 1**, the procuring entity shall pay the bidder an amount not to exceed JMD [\[insert amount\]](#) (VAT inclusive) on the basis of all items being delivered, installed and accepted. This amount has been established based

on the understanding that it includes all of the bidder's costs and profits as well as any tax obligation that may be imposed on the bidder.

## **B. Payment Conditions**

### **Payment Terms**

The procuring entity will make its best efforts to provide payment within 20 days after receipt of the invoice subject to the invoice being approved by procuring entity.

No other terms or conditions shall be implied, or noted on the face or back of the invoice or copies.

### **C. Payment Account Details**

Payment shall be made by electronic transfer to the following bank account:

**Bank Name:**

**Bank Address:**

**Account Number:**

**Account Name:**

**Swift Code:**

### **D. Penalties**

Penalties may be applied for late delivery/ completion of at a rate of 0.05% of the contract price per day of delay up to a maximum of 10% after this point the procuring entity reserves the right to terminate the contract.

- 13. Project Sites** The Project Site(s) are:  
[insert project site(s)]
- 14. Communications** The procuring entity's address for the purpose of communications is:  
[State full address, telephone, fax and e-mail]  
The bidder's address for the purpose of communications is: [State full address, telephone, fax and e-mail]
- 15. Termination** The procuring entity, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, may terminate the contract in whole or in part:
- (i) if the bidder 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;
  - (ii) if the bidder fails to perform any other obligation under the contract; or
  - (iii) if the bidder has engaged in fraud and corruption, as defined in Clause 3, in competing for or in executing the contract.
- The procuring entity, by notice sent to the bidder, 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 bidder under the contract is terminated, and the date upon which such termination becomes effective.

**16. Fraud and Corruption**

GoJ requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

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.

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 quotation rejected if it is determined that the quotation 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.

**SIGNED for and on behalf of the Bidder**

Name: .....

Title: .....

Signature: .....

**SIGNED for and on behalf of [insert name of procuring entity]**

Name: .....

Title: .....

Signature: .....

**APPENDIX 1**

**Schedule of Requirements**

**List of Goods and Related Services**

No.	Item	Brief Description	Quantity
1			
2			
3			
4			

**APPENDIX 2**

Copy of the Bidder's Quotation

**APPENDIX 3**

Copy of the Delivery Schedule

APPENDIX 4 Site Visit Attendance Form



## Site Visit Attendance Form

Name of Project: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Representatives: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

Vehicle Particulars: Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
licence Plate#: \_\_\_\_\_

Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
licence Plate#: \_\_\_\_\_

Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
licence Plate#: \_\_\_\_\_

