



**Government of Jamaica**

**PUBLIC PROCUREMENT  
STANDARD BIDDING DOCUMENT**

**ANNEX NCS1**

**Procurement of Non-Consulting  
Services**

**National Competitive Bidding  
(NCB)**

**AUGUST 2021**

# Foreword

This standard bidding document (SBD) for Procurement of “Non-Consulting/General Services” has been prepared by the Ministry of Finance (MOF). Its use is mandatory for the procurement of Non-Consulting/General Services where participation is limited to National bidders.

This SBD shall at all times be read in conjunction with the Public Procurement Act and Regulations. Further edits to ensure compliance with the Act may be required by the Procuring Entity.

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

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Jamaica

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BIDDING DOCUMENTS

Issued on: 2021 AUGUST 10

for

**Procurement of**  
**The Provision of Transportation**  
**Services to the Jamaica Civil Aviation**  
**Authority (JCAA)**

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**Ref No: RFP# 2021/JCAA/12**

**Procuring entity: JAMAICA CIVIL AVIATION**  
**AUTHORITY (JCAA)**

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## Abbreviations and Acronyms

Act	Public Procurement Act, 2015
<b>BDS</b>	Bid Data Sheet
Commission	Public Procurement Commission
e-GP	electronic Government Procurement System
GCC	General Conditions of Contract
GoJ	Government of Jamaica
ITB	Instructions to Bidders
JV	Joint Venture
MOF	Ministry of Finance
Office	Office of Public Procurement Policy
regulations	The Public Procurement Regulations, 2018
RFB	Request for Bidding
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TAJ	Tax Administration Jamaica
TCL	Tax Compliance Letter
UNCITRAL	United Nations Commission on International Trade Law
CF	Contract forms
Reconsideration	The Public Procurement Regulations, 2018
& Review	
GOJEP	Government of Jamaica Electronic Procurement System

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## Instructions to Bidders (ITB)

### A. General

#### 1. Scope of Bid

1.1 The procuring entity **specified in the Bidding Data Sheet (BDS)**, issues these standard bidding documents (SBD) for the supply of non-consulting/general incidental thereto as specified in Section V, Activity Schedule. The name and identification number of this request for bidding (RFB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.

1.2 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.

1.3 Bidding will be conducted either in hard copy or using the electronic Government of Jamaica Electronic Procurement (GOJEP) System as **specified in the BDS**.

1.4 The successful bidder will be expected to complete the performance of the services by the Intended Completion Date **provided 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.

#### 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 (*as stated in the BDS*)
- 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 47.1 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. Contents of Bidding Documents

### 8 Bidding Documents

- 8.1 The bidding documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.
- 8.2 Unless obtained directly from the procuring entity, the procuring entity is not responsible for the completeness of the bidding documents and their addenda.
- 8.3 The bidders are expected to examine and adhere to all instructions, forms, terms, and specifications in the bidding documents as issued by the procuring entity. Failure to furnish all mandatory information or documentation required by the bidding documents shall result in the rejection of the bid.

### 9. Site Visit

- 9.1 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 (*as specified in the BDS*). All costs of visiting the site(s) shall be at the bidders 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.

## 10. Clarification of Bidding Documents

10.1 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 e-GP 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.

10.2 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 9.

## 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 in response to a clarification requested 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*. It will be assumed that the amendments contained in such Addenda would 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 ITB being materially inaccurate the procuring entity shall withdraw and reissue the ITB. Bidders who obtained these original documents 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.

12.3 Notwithstanding ITB Sub-Clauses 10.1 and 10.2, 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.

### 13 Language of Bid

13.1 Bids, 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 relevant passages into 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) Letter of Bid prepared in accordance with ITB 15.1;
- b) Schedules: priced Activity Schedule completed in accordance with ITB 15.1 and ITB 17.1;
- a) Bid Security or Bid-Securing Declaration in accordance with ITB 22.1;
- b) Alternative bid: if permissible in accordance with ITB 16;
- c) Authorization: written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB 23.2;
- d) Qualifications: documentary evidence in accordance with ITB 20.1 establishing the bidder's qualifications to perform the Contract if its bid is accepted;
- e) Bidder's Eligibility: documentary evidence in accordance with ITB 20 establishing the bidder's eligibility to bid;
- f) Conformity: documentary evidence in accordance with ITB 19, that the services conform to the bidding document; and
- g) any other document required in the **BDS**.

14.2 In addition to the requirements under ITB 14.1, 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 a 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 Letter of Bid and Activity Schedule

15.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no modifications shall be accepted except as provided under ITB 23.3. All blank spaces shall be filled in with the information requested.

## 16 Alternative bids

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

16.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **BDS**, as will the method of evaluating different times for completion.

16.3 When bidders are permitted in the **BDS** to submit alternative technical solutions for specified parts of the services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as indicated in the **BDS**.

## 17 Bid Prices and Discounts

17.1 The prices and discounts quoted by the bidder in the Letter of Bid and in the Activity, Schedule shall conform to the requirements specified below.

- a) 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 17.1 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 Activity Schedules.

- a) The price to be quoted in the Letter of Bid shall be the total price of the bid including all applicable taxes, and excluding any discounts offered.
- b) The bidder shall quote any unconditional discounts and indicate the method for their application in the Letter of Bid.
- c) 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. However, for the purpose of determining the remuneration due for additional services, a breakdown of the lump-sum price shall be provided by the bidder in the form of Appendices D and E to the Contract.

## 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**.
- 18.2 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 accordingly but shall use no more than three freely convertible international currencies in addition to Jamaican Dollars.
- 18.3 Bidders may be required by the procuring entity to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 18.1.

## 19 Documents Establishing the Conformity of the Services

- 19.1 To establish the conformity of the non-consulting services to the bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the technical specifications and standards specified in Section V, Activity Schedule.
- 19.2 Standards for provision of the non-consulting services are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality provided that it demonstrates, to the procuring entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Activity Schedule.

## 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 that the bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria as **specified in the BDS**

- 20.1 All bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 20.2 In the event that prequalification of bidders has been undertaken as stated **in the BDS**, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission.
- 20.3 If prequalification has not taken place before bidding, the qualification criteria for the bidders are specified in Section III, Evaluation and Qualification Criteria.
- 20.4 National bidders, individually or in joint ventures, applying for the application of Special and Differential Treatment Measures 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.

21.2 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, 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 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 24.1 within twenty-four of bid submission deadline hours 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 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 Letter of Bid, except as provided in ITB Sub-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 43 and
    - (ii) furnish a performance security, if required, in accordance with ITB Clause 44.
- 22.6 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 16.1, 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.
- 23.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled 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**.

- a) 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 14, 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.

- b) Bidders submitting bids electronically shall follow the GOJEP procedures as described in the System: Quick Guide for Suppliers <https://www.gojep.gov.jm/>.

24.2 For hard copy bids the inner and outer envelopes shall:

- a) Bear the name and address of the bidder;
- b) be addressed to the procuring entity in accordance with ITB Sub-Clause 24.1;
- c) 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
- d) 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.

## 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 which 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 consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. All late bids shall be declared late and 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 as **specified in the BDS**.

## 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, (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.

27.4 In the case of electronic bids, the submitted bid must be removed in accordance with the GOJEP System as detailed in the Quick Guide for Suppliers and <https://www.gojep.gov.jm/>

27.5 After the bid submission deadline, the withdrawal or modification of a bid will result in, forfeiture of any bid security and rejection of the bid.

## 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 25.

b) For electronic bids the GOJEP System shall prepare a bid opening report that shall include, as a minimum: the name of the bidder; the Bid Price (online), 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:
- a) the name of the bidder and whether there is a withdrawal or modification;
  - b) the bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted;
  - c) and the presence or absence of a bid security, if one was required.
  - d) The bidders' representatives who are present shall be requested to sign the attendance sheet.
  - e) 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 25.1, 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, and comparison of the bids, and qualification of the bids, the procuring entity may, at its discretion, ask any bidder for a clarification of their bid. Any clarification submitted by a bidder in respect to their 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 34
- 30.2 If a bidder does not provide clarifications of their bid by the date and time set in the procuring entity's request for clarification, their bid shall be rejected.

### **31 Deviations, Reservations, and Omissions:**

- 31.1 During the evaluation of bids, the following definitions apply:

- a) “Deviation” is a departure from the requirements specified in the bidding document;
- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

### ***32 Determination of Responsiveness***

- 32.1 The procuring entity’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.
- 32.2 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.
- 32.3 A material deviation, reservation or omission is one that:
  - (a) affects in any substantial way the scope, quality, or performance of the works 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.
- 32.4 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.

### **33 Nonmaterial Nonconformities**

33.1 Provided that a bid is substantially responsive, the procuring entity may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission. 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 in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the bid price. Failure of the bidder to comply with the request may result in the rejection of their bid. Provided that a bid is substantially responsive, the procuring entity shall rectify nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in the **BDS**.

### ***34 Correction of Arithmetical Errors***

- 34.1 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 total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail

and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price 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, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

34.2 If the bidder that submitted the lowest evaluated or most advantageous bid does not accept the correction of errors, its bid shall be rejected.

### **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. Evaluation of bids**

36.1 The procuring entity shall examine each eligible bid to determine, its responsiveness.

36.2 To evaluate a bid, the procuring entity shall use all the factors, methodologies and criteria defined in ITB Clause 29. 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 36.3.

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

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Activity Schedule, but including Daywork items, where requested;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Clause 34;
- (c) price adjustment due to discounts offered in accordance with ITB Clause 17.1;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB Clause 35;
- (e) adjustment for non-conformities in accordance with ITB Clause 33;
- (f) the additional evaluation factors indicated in Section III, Evaluation and Qualification Criteria;
- (g) The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

- (h) If these bidding documents allow bidders to quote separate prices for different lots (contracts), and the award to a single bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

### **37. Comparison of Bids**

- 37.1 The procuring entity shall compare all substantially responsive bids in accordance with ITB Sub-Clause 32 to determine the bid that has the lowest bid price or is the most advantageous.

### **38. Abnormally Low Bids**

- 38.1 An Abnormally Low bid is one where the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder in regards to the bidder's ability to perform the contract for the offered bid price.
- 38.2 In the event of identification of a potentially Abnormally Low bid, the procuring entity shall seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 38.3 After evaluation of the price analyses, in the event that the procuring entity determines that the bidder has failed to demonstrate its capability to perform the bid for the offered bid price, the procuring entity shall reject the bid.

### **39. Qualification of the Bidder**

- 39.1 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 6.2 permits that their qualifications count towards the required bidder qualifications but other than Specialized Subcontractors if permitted in the bidding document)) 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.
- 39.2 Meeting the qualification criteria as specified in Section III shall be a prerequisite for award of the 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 next ranked bid to make a similar determination of that bidder's qualifications to perform satisfactorily. If the second ranked bidder does not meet the qualification requirements, this bid too shall be disqualified and the qualifications of the next ranked bidder 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:
  - ✓ the bidder presenting the successful bid is disqualified under the Act or the regulations;
  - ✓ the procurement is cancelled;
  - ✓ 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;
  - ✓ 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 32.

### **42. Notification of Award and Standstill Period**

42.1 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.

42.2 The date of the notification under ITB Sub-Clause 42.1 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.

### **43. Signing of Contract**

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

43.2 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 44.

43.3 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 22.1

- 43.4 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 Service Provider, the contract price and the contract number.

#### **44. Performance Security**

- 44.1 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.

- 44.2 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 bid is substantially responsive and is determined by the procuring entity to be the lowest priced or most advantageous bid.

#### **45. Reconsideration and Review**

- 45.1 An eligible bidder has the right to a reconsideration or review of an action or decision of the procuring entity in accordance with the reconsideration and review procedures described in the Public Procurement Manual.

## Section II. Bidding Data Sheet

The following specific data for the non-consulting/general 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	<p>The procuring entity is: <b>Jamaica Civil Aviation Authority (JCAA)</b></p> <p>The name and identification number of the RFB are: <b>The Provision of Transportation Services to the JCAA (RFP#2021/JCAA/12)</b></p> <p>The number, identification and names of the lots comprising this RFB are: <b>N/A</b></p>
ITB 1.3	Bidding will be conducted in accordance with <b>hard copy procedures</b>
ITB 1.4	The Intended Completion Date is <b>2024 October 14</b>
ITB 2.1	The name of the Project is: <b>The Provision of Transportation Services to the JCAA</b>
ITB 4.2	<p>Bidders must be registered with the Public Procurement Commission (PPC) under the following classification: <b>Transportation and Haulage: Specializing in the transportation of passengers</b></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>N/A</b>
ITB 6.3	Prequalified bidders [may/may not] submit joint bids. <b>N/A</b>
<b>B. Contents of Bidding Documents</b>	
ITB 9.1	A site visit <b>will not</b> be organized as part of the pre-bid meeting.
ITB 9.2	<p>A pre-bid meeting <b>shall not</b> take place.</p> <p><i>[The pre-bid meeting shall take place at the following date, time and place: <b>Not applicable</b></i></p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p> <p>Any questions must be submitted <i>[insert number]</i> days before the date of the pre-bid meeting.</p>
ITB 10.1	<p><b>Bids must be submitted in hard copy</b></p> <p>For <b>Clarification of bid purposes</b> only:</p> <p>Requests for clarification should be sent electronically @ <a href="mailto:purchasing@jcaa.gov.jm">purchasing@jcaa.gov.jm</a></p> <p>Deadline for Clarification is: <b>August 23, 2021 @ 3:00 p.m.</b></p> <p><b>All responses to clarifications will be posted on the JCAA's website @ <a href="http://www.jcaa.gov.jm">www.jcaa.gov.jm</a></b></p>



For other matters, the procuring entity's address is:

Attention: **Jacene Richards-Harris, Director - Public Procurement**

Address: **4 Winchester Road,**

City: **Kingston 10**

Country: **Jamaica**

Facsimile number: **876-920-8910**

Electronic mail address: **purchasing@jcaa.gov.jm**

### C. Preparation of Bids

ITB 14.1	<p>The bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>• Tax Compliance Certificate</li> <li>• Firm's Experience</li> <li>• Firms Capacity</li> <li>• Client References</li> <li>• Must in possession of a valid General Driver's License authorizing such driver to operate a public passenger motor vehicle</li> <li>• Must have an acceptable driving record</li> <li>• The vehicle being used to provide this service must be road worthy and fully licensed and certificated to operate as a public passenger vehicle by all the respective authorities</li> <li>• The contractor is expected to provide transportation services to a maximum of 10 employees duly identified from the JCAA Headquarters to the Norman Manley International Airport three (3) times each day as indicated below: <ul style="list-style-type: none"> <li>▪ Morning 7:00 a.m. - 3:00 p.m.</li> <li>▪ Afternoon 3:00 p.m. - 11:00 p.m.</li> <li>▪ Night 11:00 p.m. - 7:00 a.m.</li> </ul> </li> </ul>
ITB 16.1	Alternative bids <b>shall not</b> be considered.
ITB 16.2	<p>Alternative times for completion <b>are not</b> permitted.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
ITB 16.3	<p>Alternative technical solutions shall be permitted for the following parts of the works: <b>N/A.</b></p> <p>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. <b>N/A</b></p>

ITB 17.1	<p>Prices quoted for each lot (contract) shall correspond at least to <i>[insert figure]</i> percent of the items specified for each lot (contract). <b>N/A</b></p> <p>Prices quoted for each item of a lot shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot. <b>N/A</b></p>
ITB 18.1	<b><i>The bidder is required to quote in Jamaican dollars the entire cost</i></b>
ITB 20.1	<p>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. <b>Not Applicable</b></p> <p><i>List hereunder the requirements: _____]</i></p> <p>The Subcontractor(s) experience and/or resources <b>will not</b> contribute to the bidder's qualifications.</p>
ITB 20.2	Prequalification <b>has not</b> been undertaken.
ITB 21.1	The bid validity period shall be <b>ninety (90)</b> days.
ITB 22.1	<b><i>No bid security is required.</i></b>
ITB 22.2	The amount of the bid security shall be: <b><i>Not Applicable</i></b>
ITB 23.1	<p>For bid submission purposes:</p> <p><i>The procuring entity's address is</i></p> <p>Attention: <b>Jacene Richards-Harris, Director-Public Procurement</b></p> <p>Address: <b>4 Winchester Road,</b></p> <p>Floor-Room number: <b>Lobby of the JCAA</b></p> <p>City: <b>Kingston 10</b></p> <p><b>Jamaica</b></p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>2021 September 01</b> Time: <b>3:00 p.m.</b></p>
<b>D. Submission and Opening of Bids</b>	
ITB 24.1	Bids will be submitted in <b><i>hard copy</i></b>
ITB 24.2	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p><b><i>The Provision of Transportation Services for the JCAA (RFP#2021/JCAA12)</i></b></p>

ITB 25.1	<p>The deadline for the submission of bids is</p> <p>Date: <b>2021 September 01</b></p> <p>Time: <b>3:00 p.m.</b></p>
ITB 28.1	<p>The bid opening shall take place at Street Address:</p> <p>The Procurement Meeting Room of the JCAA</p> <p>Address: <b>4 Winchester Road, Kingston 10</b></p> <p>Floor-Room number: <b>Lobby of the JCAA</b></p> <p>City: <b>Kingston</b></p> <p><b>Jamaica</b></p> <p><b>*IN LIGHT OF THE COVID -19, THERE WILL BE NO PUBLIC OPENING OF BIDS. A COPY OF THE TENDER OPENING FORMS WILL BE MADE AVAILABLE TO ALL BIDDERS</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB29	<p>The adjustment shall be based on the _____ (<i>insert "average" or "highest"</i>) price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the procuring entity shall use its best estimate.</p>
ITB 35	<p>Bid prices expressed in different currencies shall be converted to: <b>Jamaican Dollars (JA\$)</b></p> <p>The source of exchange rate shall be: <b>Bank of Jamaica</b></p> <p>The date for the exchange rate shall be: <b>2021 September 01</b></p>
<b>F. Award of Contract</b>	
ITB 42	<p>The number of days for standstill shall be <b>three (3)</b> days.</p>
ITB 45	<p>The Adjudicator proposed by the procuring entity is _____. The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____.</p> <p><b>N/A</b></p>



## Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the procuring entity shall use to evaluate bids and qualify bidders. In accordance with ITB Clauses 35 to 38, no other factors, methods or criteria shall be used. The bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

### Contents

- a) 3. Evaluation Criteria

#### Bid Evaluation Criteria

Evaluation Criteria	Score	Maximum Weight
<p><b><u>Firm's Experience:</u></b></p> <ul style="list-style-type: none"> <li>• 5 years providing transportation services</li> <li>• 3 but less than 5 years' service</li> <li>• 3 years' service</li> </ul>	<p>20</p> <p>12</p> <p>8</p>	<b>20</b>
<p><b><u>Firms Capacity</u></b></p> <ul style="list-style-type: none"> <li>• Company Background</li> <li>• Copies of Registration and Incorporation Details</li> <li>• Provision of bio data on key drivers/managers who will be engaged in and are required to provide the services required.</li> <li>• Roadworthiness of vehicle to perform contract for the 3 years</li> <li>• Experience and Competence of key Driver/s</li> <li>• Certificated with the relevant Authorities to operate as a PPV</li> </ul>	<p>3</p> <p>2</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>	<b>25</b>

<p style="text-align: center;"><b><u>Client References</u></b></p> <p>A Minimum of three (3) written (form below) client references of similar works from previous/current contracts:</p> <ul style="list-style-type: none"> <li>▪ Excellent</li> <li>▪ Satisfactory</li> <li>▪ Unsatisfactorily</li> </ul>	<p><b>5 each</b></p> <p><b>3 each</b></p> <p><b>1 each</b></p>	<b>15</b>
<p><b><u>Cost</u></b></p> <p>Cost will be apportioned as follows:</p> <ul style="list-style-type: none"> <li>• The bidder with the lowest bid price will receive the full mark of 40 points</li> <li>• All other bid price will be pro-rated using the following formula: <b>(Lowest bid price/bid sum being evaluated * 40)</b></li> </ul>		<b>40</b>
<b>Total Score</b>		<b>100</b>

**Minimum technical score that is required for the cost to be considered is 30 points.**

*Minimum overall score for proposal to be considered is 70 points.*

*Please bear in mind that section 41.1 will be used to determine how the contract will be awarded.*

### 3. Evaluation Criteria

In addition to the criteria listed in ITB Sub-Clause 36.2 (a) - (g) the following criteria shall apply:

#### c.a.a.1.1 Assessment of adequacy of Technical Proposal with Requirements

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#### c.a.a.1.2 Specific additional Criteria

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS Sub-Clause 35.3(d). *[If specific sustainable procurement technical requirements have been specified in Section V works Requirements, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to bid Prices for comparison purposes on account of bids that exceed the specified minimum sustainable procurement technical requirements.]*

# Section IV. Bidding Forms

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# Letter of Bid

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

RFB No.: [insert number of RFB process]

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

To: [insert complete name of procuring entity]

No reservations: We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;

Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

Bid-Securing Declaration: We have not been suspended nor declared ineligible by the procuring entity based on execution of a bid-Securing Declaration in the procuring entity's Country in accordance with ITB 4.7;

Conformity: We offer to provide the Non-Consulting services in conformity with the bidding document of the following: [insert a brief description of the Non-Consulting services];

bid Price: The total price of our bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

Discounts: The discounts offered and the methodology for their application are:

(i) The discounts offered are: [Specify in detail each discount offered.]

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

bid Validity Period: Our bid shall be valid for the period specified in **BDS 19.1** (as amended if applicable) from the date fixed for the bid submission deadline (specified in **BDS 23.1** (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

Performance Security: If our bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

One bid Per bidder: We are not submitting any other bid(s) as an individual bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative bids submitted in accordance with ITB 14;

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;

We are not a state-owned enterprise or institution;

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

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

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the regulations.

Binding Contract: We understand that this bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost bid, the Most Advantageous bid or any other bid that you may receive; and

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.

Name of the bidder: \*[insert complete name of person signing the bid]

Name of the person duly authorized to sign the bid on behalf of the bidder: \*\*[insert complete name of person duly authorized to sign the bid]

Title of the person signing the bid: [insert complete title of the person signing the bid]

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

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

## 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]*

RFB 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 bidder's legal name named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. a) 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]*

RFB 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 Party 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.

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

1.1 Constitution or legal status of bidder: [*attach copy*]

Place of registration: [*insert*]

Principal place of business: [*insert*]

Power of attorney of signatory of bid: [*attach*]

1.2 Total annual volume of services performed in five years: [*insert*]

1.3 Services performed as prime Service Provider on the provision of services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of procuring entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services

(a)
(b)

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the procuring entity.
- 1.10 Information regarding any litigation, current or within the last five years, in which the bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

## 2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the bid authorizing signature of the bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

## 3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the BDS and to fulfil the requirements of ITB Sub-Clause 5.1, if applicable.

## Schedule Forms

[The bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the Activity Schedules shall coincide with the List of Non-Consulting services specified in the Section V Activity Schedule.]



Activity Schedule

Currencies in accordance with ITB 16					Date: _____	
					RFB No: _____	
					Alternative No: _____	
					Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
					Total bid Price	

Name of bidder [insert complete name of bidder] Signature of bidder [signature of person signing the bid] Date [insert date]

# Method Statement

# Work Plan

## Others - Time Schedule

(to be used by bidder when alternative Time for Completion is invited in ITB 14.2)

# Letter of Acceptance

[date]

To: [name and address of the Service Provider]

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 VIII, Contract Forms, of the bidding document.

Authorized Signature:

---

Name and Title of Signatory:

---

Name of procuring entity:

---

**Attachment: Contract Agreement**

# Form of Contract

*[letterhead paper of the procuring entity]*

## LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of procuring entity]* (hereinafter called the “procuring entity”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “procuring entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the procuring entity for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

### WHEREAS

- (a) the procuring entity has requested the Service Provider to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “services”);
- (b) the Service Provider, having represented to the procuring entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) The procuring entity has committed funds toward the cost of the project and intends to apply a portion of the funds to eligible payments under the contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the procuring entity  
**(Not Used)**

Appendix G: Performance Incentive Compensation **(Not Used)**

Appendix H: Bid Evaluation Criteria

2. The mutual rights and obligations of the procuring entity and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the services in accordance with the provisions of the Contract; and
  - (b) the procuring entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of procuring entity]*

---

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

---

*[Authorized Representative]*

*[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

---

*[name of member]*

---

*[Authorized Representative]*

---

*[name of member]*

---

*[Authorized Representative]*



## ~~Bid Security (Guarantee)~~

~~*[The procuring entity shall fill in this procuring entity Guarantee Form in accordance with the instructions indicated.]*~~ \_\_\_\_\_

~~**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. *[RFB number]* ("the RFB").~~

~~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 procuring entity]*, 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 Letter of Bid; or~~
- ~~b) \_\_\_\_\_ does not accept a correction of errors; or~~
- ~~(b) \_\_\_\_\_ 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 Letter of Bid; 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.~~

---

<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.

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

## Bid-Securing Declaration

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

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

~~RFB 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 [number of months or years] starting on [date], 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 Letter of Bid; 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.]*~~

## Part II - Activity Schedule

*The contractor is expected to provide transportation services to a maximum of 10 employees duly identified from the JCAA Headquarters to the Norman Manley International Airport three (3) times daily as indicated below:*

- *Morning 7:00 a.m. - 3:00 p.m.*
- *Afternoon 3:00 p.m. - 11:00 p.m.*
- *Night 11:00 p.m. - 7:00 a.m.*

## Section V. Activity Schedule



## Part III – Conditions of Contract and Contract Forms

# Section VI.

## General Conditions of Contract

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## Section V. General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

The Adjudicator is the person appointed jointly by the procuring entity and the Contractor to resolve disputes in the first instance, as provided for in the SCC.

“Activity Schedule” is the priced and completed list of items of services to be performed by the Service Provider forming part of his bid;

- (c) “MOF” means the Ministry of Finance, the Government of Jamaica;
- (d) “Completion Date” means the date of completion of the services by the Service Provider as certified by the procuring entity
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media
- (i) “Procuring entity” means the party who employs the Service Provider
- (j) “Foreign Currency” means any currency other than the currency of the country of the procuring entity;
- (k) “GCC” means these General Conditions of Contract;
- (l) “Government” means the Government of the Jamaica or “GoJ”;
- (m) “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.
- (n) “Local Currency” means the currency Jamaican Dollars;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the procuring entity under this Contract;

- (p) “Party” means the procuring entity or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the services or any part thereof;
- a) “Procurement Review Board” or “Review Board” means the body established in accordance with Section 50 of the Act.
- b) “Service Provider” is a person or corporate body whose bid to provide the services has been accepted by the procuring entity;
- c) “Service Provider’s bid” means the completed bidding document submitted by the Service Provider to the procuring entity
- d) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- e) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the procuring entity
- f) “services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s bid.
- g) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the services in accordance with the provisions of Sub-Clauses 3.5 and 4.

## 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Jamaica.

## 1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

## 1.5 Location

The services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations as the procuring entity may approve.

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the procuring entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

### 1.7 Inspection and Audit by the GoJ

The Service Provider shall permit the Government of Jamaica to inspect its accounts and records relating to the performance of the services and to have them audited by auditors appointed by them, if so required.

### 1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2. Commencement, Completion, Modification, and Termination of Contract

### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

### 2.2 Commencement of Services

#### 2.2.1 Program

Before commencement of the services, the Service Provider shall submit to the procuring entity for approval a Program showing the general methods, arrangements, order and timing for all activities. The services shall be carried out in accordance with the approved Program as updated.

#### 2.2.2 Starting Date

The Service Provider shall start carrying out the services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

### 2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the procuring entity has been obtained.

**2.4.1 Value Engineering** the Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the procuring entity may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

The procuring entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the procuring entity; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the procuring entity,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the procuring entity and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.5.4 Payments

During the period of their inability to perform the services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the Service after the end of such period.

## 2.6 Termination

### 2.6.1 By the procuring entity

The procuring entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the procuring entity may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, under the laws of Jamaica has engaged in fraud and corruption, as defined in GCC Clause 3.10, in competing for or in executing the Contract.

#### 2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the procuring entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the procuring entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than sixty (60) days.

#### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the procuring entity shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### 3. Obligations of the Service Provider

#### 3.1 General

The Service Provider shall perform the services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the services, as faithful adviser to the procuring entity, and shall at all times support and safeguard the procuring entity's legitimate interests in any dealings with Subcontractors or third parties.

#### 3.2 Conflict of Interests

##### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.



The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

### 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

### 3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in Jamaica which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this Contract, or the procuring entity's business or operations without the prior written consent of the procuring entity.

### 3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the procuring entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the procuring entity's request, shall provide evidence to the procuring entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5 Service Provider's Actions Requiring procuring entity's Prior Approval

The Service Provider shall obtain the procuring entity's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

### 3.6 Reporting Obligations

The Service Provider shall submit to the procuring entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7 Documents Prepared by the Service Provider to Be the Property of the procuring entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the procuring entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

#### a) Liquidated Damages

##### 3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the procuring entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The procuring entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

##### 3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the procuring entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

##### 3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the procuring entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

### 3.9 Performance Security

The Service Provider shall provide the Performance Security to the procuring entity no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the procuring entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

### 3.10 Fraud and Corruption

The Government of Jamaica 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 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.

## 4. Service Provider's Personnel

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the procuring entity.

### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the procuring entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the procuring entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the procuring entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the procuring entity.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the procuring entity

### 5.1 Assistance and Exemptions

The procuring entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement

between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### 5.3 Services and Facilities

The procuring entity shall make available to the Service Provider the services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

### 6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

### 6.2 Contract Price

- (a) The price payable in local currency is **set forth in the SCC.**
- (b) The price payable in foreign currency is **set forth in the SCC.**

### 6.3 Payment for Additional Services, and Performance Incentive Compensation

- a) For the purpose of determining the remuneration due for additional services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- b) **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

### 6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC.** **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the procuring entity specifying the amount due.

### 6.5 Interest on Delayed Payments

If the procuring entity has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

### 6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/loc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before bid opening for labor; both in the specific currency “c”.

$l_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $l_{oc}$  is the index prevailing 28 days before bid opening for other inputs payable both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs

## 6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s bid shall be used for small additional amounts of services only when the procuring entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the procuring entity. Each completed form shall be verified and signed by the procuring entity representative as indicated in Sub-Clause 1.6 within two days of the services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Daywork forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the services by the procuring entity shall be as **indicated in the SCC**. The procuring entity shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The procuring entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the procuring entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

a) Correction of Defects, and Lack of Performance Penalty

- (a) The procuring entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the procuring entity's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the procuring entity's notice, the procuring entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1 Dispute Settlement

#### **Amicable Settlement**

Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the procuring entity and Service Provider 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 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.

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.

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.

#### **Dispute Settlement**

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 Service Provider shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.

#### **Arbitration**

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) *Arbitration Rules of 1976*.

For contracts with foreign Service Providers, 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.

## Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is _____.
1.1(i)	The procuring entity is _____
1.1(o)	The Member in Charge is _____
1.1(s)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>procuring entity: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the procuring entity: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved by the procuring entity the amount to be paid to the Service Provider shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle _____</li> <li>(ii) Third Party liability _____</li> <li>(iii) procuring entity's liability and workers' compensation _____</li> <li>(iv) Professional liability _____</li> <li>(v) Loss or damage to equipment and property _____</li> </ul>
3.5(d)	The other actions are _____.]
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>
3.8.1	<p>The liquidated damages rate is _____ per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>
3.8.3	The percentage _____ to be used for the calculation of lack of performance Penalty (ies) is _____.
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p>
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	<p>The performance incentive paid to the Service Provider shall be:</p> <p>_____</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>a) Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>a) Progress payments in accordance with the milestones established as follows, subject to certification by the procuring entity, that the services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>a) _____ (indicate milestone and/or percentage) _____</li> <li>b) _____ (indicate milestone and/or percentage) _____ and</li> <li>c) _____ (indicate milestone and/or percentage) _____</li> </ul> </li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Should the certification not be provided, or refused in writing by the procuring entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <p>a) The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</p> <p>b) The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</p>
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p><math>A_L</math> is _____</p> <p><math>B_L</math> is _____</p> <p><math>C_L</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p><math>A_F</math> is _____</p> <p><math>B_F</math> is _____</p> <p><math>C_F</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the services by the procuring entity are as follows: _____</p> <p>The Defects Liability Period is _____.</p>

## Appendices

### Appendix A - Description of the Services

*Give detailed descriptions of the services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by procuring entity, etc.*

### Appendix B - Schedule of Payments and Reporting Requirements

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."*

### Appendix C - Key Personnel and Subcontractors

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.*

*C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.*

*C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

### Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—foreign currency portion:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### Appendix E - Breakdown of Contract Price in Local Currency

*List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

### Appendix F - Services and Facilities Provided by the procuring entity

### Appendix G - Performance Incentive Compensation Appendix

### Performance Incentive Compensation Appendix Provisions

**ARTICLE 1- GENERAL****1.1 Documents Comprising the Performance Incentive Compensation Appendix**

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2 Incentive Compensation Charts 1- [ ].

**ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION****2.1 Performance Incentive Compensation Limits**

- (1) The Performance Incentive Compensation paid to the Service Provider shall not exceed the equivalent of \$[ ] U.S. over the term of the Contract.
- (2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contract Year.
- (3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contract Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contract Year, as well as meet the performance targets for that Contract Year.
- (4) Except as the procuring entity may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contract Years and the equivalent of \$[ ] U.S. per Contract Year maximum will not be increased.
- (5) For the purpose of calculating the equivalency of \$[ ] U.S. and \$[ ] U.S. pursuant to Sections 2.1(l) and 2.1(2) of this Performance Incentive Compensation Appendix, the equivalency shall be calculated as of the date of payment of the Performance Incentive Compensation.

**ATTACHMENT # 1 - APPENDIX G****INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

*[SAMPLE: This part is to be designed on a case by case approach]*

**PART A - THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE COMPENSATION IN EACH CONTRACT YEAR**

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

**Compensation = Composite Score × 0.2 × Maximum Annual Incentive Compensation**

Where:

- (i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and
- (ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

**PART B - THE METHOD FOR CALCULATING THE COMPOSITE SCORE**

1. The Composite Score for each Contract Year shall be as follows:

**Composite Score Total of All Weighted Scores for the Performance Criteria**

Where:

- (i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;
- (ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to 1 (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;
- (iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and
- (iv) If the Service Provider’s actual performance in a Contract Year,
  - (a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;
  - (b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or
  - (c) is in between the technical standards for two Criterion Values, then the Criterion Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0, 1, 1.5, 2, 2.5, 3, 3.5, 4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

(a) if the Service Provider's actual performance in a Contract Year is less than the technical standard for a "Fair" Criterion Value, then the Criterion Value shall be zero;

(b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and

(c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contract Year.

#### Sample Incentive Compensation Chart

Performance Criterion	Units	Criterion Values				
		Weight	Excellent	Very Good	Good	Fair
1. e.g. <b>Electricity use</b> [%0.30 reduction in kW. hr consumed from Base Year]		65	55	50	40	30
2. <b>[Criterion 2]</b> [ ]	0.25	20	19	17	16	15
3. <b>[Criterion 3]</b> [ ]	0.15	30	25	20	15	10
4. <b>[Criterion ~]</b> [ ]	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the "Composite Score", if at the end of the year the achievements of the Service Provider are as follows:

1. [e.g. Electricity use]	57
2. [Criterion 2]	22
3. [Criterion 3]	29
. [Criterion 4]	69

## Performance Incentive Compensation Appendix

### Chart 1

#### Performance Incentive Obligations

Year [1]

Services				Criterion Values				
Apndx. Ref.	Performance Criterion	Units	Weight	Excellent	Very Good	Good	Fair	Poor
	[Development Plans and Programs <sup>1</sup> ]	of Quality and Timeliness	[0.45]	5	4	3	2	1
				Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

**[Note: The chart is a sample only.]**

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.



## Section VIII. Contract Forms

### Table of Forms

Performance Security

Advance Payment Guarantee

## 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]*

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

procuring entity'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 Service Provider]* (hereinafter called "the Service Provider") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of 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 Service Provider, we as guarantor, hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Service Provider 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>3</sup> and any demand for payment under it must be received by us at this office on or before that date.

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<sup>2</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>3</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."

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 Service Provider]*

## 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]*

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

*[procuring entity'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 Service Provider]* (hereinafter called "the Service Provider") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of services 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 Service Provider, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)4 in figures and words]* upon receipt by us of your first demand in writing declaring that the Service Provider is in breach of its obligation under the Contract because the Service Provider 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 Service Provider 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 bidder 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 Service Provider under the Contract until *[insert date5]*.

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4 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.

5 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

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

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

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*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."*