

**Government of Jamaica**

PUBLIC PROCUREMENT STANDARD BIDDING DOCUMENT

**ANNEX G14**

**Procurement for the Supply and Installation of**

**Information, Communications and Technology (ICT) Systems**

**International Competitive Bidding**

**Prequalification**

April 2019

Foreword

This standard bidding document (SBD) for the Procurement, supply and installation of Information, Communications and Technology (ICT) systems, has been prepared by the Ministry of Finance (MOF). Its use is mandatory for the procurement, supply and installation of Information, Communications and Technology (ICT) Systems through international competitive bidding (Prequalification)

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

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

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Jamaica

BIDDING DOCUMENTS

Issued on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**for**

**Procurement of**

*[insert identification of the ICT System]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Ref No:** *[insert Procurement Number]*

**Procuring entity:** *[insert name of procuring entity]*

**Abbreviations and Acronyms**

Act Public Procurement Act, 2015

BDS Bid Data Sheet

Commission Public Procurement Commission

e-GP electronic Government Procurement System

GCC General Conditions of Contract

GoJ Government of Jamaica

ICB International Competitive Bidding

ICT Information Communication and Technology System

ITB Instructions to bidders

JV Joint Venture

MOF Ministry of Finance

Office Office of Public Procurement Policy

regulations The Public Procurement Regulations

SBD Standard Bidding Document

SCC Special Conditions of Contract

TAJ Tax Administration Jamaica

TCL Tax Compliance Letter

UNCITRAL United Nations Commission on International Trade Law

VAT Value Added Tax

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Part I – Bidding Procedures

# Section I. Instructions to bidders

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**Instructions to bidders (ITB)**

A. General

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| 1. Scope of Bid    1. The procuring entity **specified in the Bidding Data Sheet (BDS),** issues this standard bidding document (SBD) for the supply of ICT Systems as specified in Section V, Schedule of Requirements. The name and identification number of this international competitive bidding (ICB) procurement are **specified in the BDS.** The name, identification, and number of lots are **provided in the BDS.**    2. Throughout this SBD**:**  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.“Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.if the context so requires, “singular” means “plural” and vice versa; and“day” means calendar day.  * 1. Bidding will be conducted either in hard copy or using the electronic Government Procurement (GOJEP) System as **specified in the BDS**. |
| 2. Source of Funds   * 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.   * 1. 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.   2. A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall:      1. be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;      2. 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;      3. risk other sanctions provided for in the Act or the regulations.       3.4 Furthermore, bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract |
| 1. Eligible bidders      * 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 award of contract provided that the procurement contract requires the contractor to be physically located in Jamaica.   2. In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate their compliance with Section 15 of the Act at the time of award of contract provided that the procurement contract requires the contractor to be physically located in Jamaica.   4.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.   1. **Disqualified Bidders**    1. Failure to directly **obtain** the bidding documents from the procuring entity will result in d**isqualification from the procurement proceedings.**    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.    3. A bidder that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.    4. A Bidder falling in any of the disqualification grounds in sections 18 and 19 of The Public Procurement Regulations 2018 shall be disqualified. |
| 1. Eligible ICT Systems    1. The term “ICT Systems” means  the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Bidder is required to supply and install under the contract, plus all associated documentation, and all other materials and ICT System to be supplied, installed, integrated, and made operational; andthe related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the ICT System to be provided by the selected bidder and as specified in the contract. The materials, equipment and services to be supplied under the contract may have their origin in any country. At the procuring entity’s request, Applicants may be required to provide evidence of the origin of materials, equipment and services.   * 1. For purposes of ITB 5.1 above, “origin” means the place where the goods and services making the ICT System are produced in or supplied from. An ICT System is deemed to be produced in a certain country when, in the territory of that country, through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| B. Contents of Bidding Documents |
| 1. Sections of Bidding Documents   6.1 The bidding documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.  **PART 1 Bidding Procedures**   * Section I. Instructions to bidders (ITB) * Section II. Bidding Data Sheet (BDS) * Section III. Evaluation and Qualification Criteria * Section IV. Bidding Forms |
| **PART 2 Supply Requirements**   * Section V. Requirements of the ICT System including * Technical Requirements * Implementation Schedule * System Inventory Tables * Background and Informational Materials   **PART 3 Contract**   * Section VI. General Conditions of Contract (GCC) * Section VII. Special Conditions of Contract (SCC) * Section VIII. Contract Forms |
| * 1. The Invitation for Bids issued by the procuring entity is not part of the Bidding Document.   2. Unless obtained directly from the procuring entity, the procuring entity is not responsible for the completeness of the bidding documents and their addenda.   3. The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all mandatory information or documentation required by the bidding documents shall result in the rejection of the bid.   **7. Pre-bid meeting and site visit**   * 1. The bidder may wish to visit and examine the site(s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The costs of visiting the site(s) shall be at the bidder’s own expense.   2. The procuring entity will arrange for the bidder and any of its personnel or agents to gain access to the relevant site(s), provided that the bidder gives the procuring entity adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the procuring entity may organize a site visit or visits concurrently with a pre-bid meeting, if one is required. Failure of a bidder to attend a site visit will not be a cause for its disqualification.   3. No site visits shall be arranged or scheduled after the deadline for the submission of the bids and prior to the award of contract.   4. The bidder and any of its personnel or agents will be granted permission by the procuring entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the procuring entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.   5. The bidder’s designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.   6. The bidder is requested, as far as possible, to submit any questions in writing, to reach the procuring entity not later than the number of days before the pre-bid meeting, as indicated in the BDS.   7. Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have bought the bidding documents in accordance with ITB Sub-Clause 4.8. |
| 1. Clarification of Bidding Documents    1. A prospective bidder requiring any clarification of the bidding documents shall contact the procuring entity in writing at the procuring entity’s address specified in the BDS. The procuring entity will respond in writing to any request for clarification, provided that such request prior to the period specified in the BDS. In the case of electronic bidding clarifications should be submitted through the GOJEP System. 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. |
| * 1. 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.   2. 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. |
| 9. Amendment of Bidding Documents   * 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. Later amendments on the same subject modify or replace earlier ones.   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. It will be assumed that the amendments contained in such Addenda will have been taken into account by the bidder in its bid. In the case of electronic bidding any amendments to the bidding documents will be issued through the GOJEP System.   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 23.2. In the case of electronic bidding, GOJEP will be used to facilitate extension of bid submission deadline. |
| C. Preparation of bids |
| 10. Cost of Bidding   * 1. The bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring entity shall not be responsible or liable for those costs.   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.   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. |
| 11.  Language of Bid   * 1. The bid, as well as all correspondences and documents relating to the bid exchanged by the bidder and the procuring entity, shall be written in the English language. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the bid, such translation shall govern. |
| 12.  Documents Comprising the Bid   * 1. The bid shall comprise the following;  Letter of Bid prepared in accordance with ITB 13;Schedule of Requirements: completed in accordance with ITB 13 and ITB 15;Bid Security in accordance with ITB 20.1;Alternative bid: if permissible in accordance with ITB 14;Authorization: written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB 21.2;Conformity: documentary evidence established in accordance with ITB 16 that the ICT System offered by the bidder conform to the bidding document;Qualifications: documentary evidence in accordance with ITB 18 establishing the bidder’s qualifications to perform the contract if its bid is accepted;Bidder’s Eligibility: documentary evidence in accordance with ITB 18 establishing the bidder’s eligibility to bid;Subcontractors: list of subcontractors, in accordance with ITB 16.4;Intellectual Property: a list of: Intellectual Property as defined in GCC Clause 15;all Software included in the bid, assigning each item to one of the software categories defined in GCC Clause 1.1 (c):System, General Purpose, and Application Software; orStandard and Custom Software;all Custom Materials, as defined in GCC Clause 1.1 (c), included in the bid;All Materials not identified as Custom Materials shall be deemed Standard Materials, as defined in GCC Clause 1.1 (c);Re-assignments among the Software and Materials categories, if necessary, will be made during the implementation of the contract according to GCC Clause 39 (Changes to the ICT System); andany other document required in the BDS.  * 1. In addition to the requirements under ITB 12.1, 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. |
| 13. Letter of Bid and Schedule of Requirements   * 1. The Letter of Bid and Schedule of Requirements 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 21.3. All blank spaces shall be filled in with the information requested. |
| 14. Alternative bids   * 1. Unless otherwise specified in the BDS, alternative bids shall not be considered.   2. When alternative bids are permitted in the BDS the method of evaluating those alternatives will be as specified in the BDS   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**.** |
| 15. Bid Prices and Discounts   * 1. The prices and discounts quoted by the bidder in the Letter of Bid and in the Schedule of Requirements shall conform to the requirements specified below.   2. All ICT System and services identified in the Supply and Installation Cost Sub-Tables in System Inventory Tables in Section VII, and all other ICT System and services proposed by the bidder to fulfil the requirements of the ICT System, must be priced separately and summarized in the corresponding cost tables in the Section IV Bidding Forms.   3. If so, indicated in ITB Sub-Clause 1.1, bids are invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. bidders wishing to offer any price reduction (discount) for the award of more than one contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 13.1 provided the bids for all lots are submitted and opened at the same time.   4. Unless otherwise specified in the BDS, the bidder must also bid Recurrent Cost Items specified in the Technical Requirements, Recurrent Cost Sub-Table of the System Inventory Tables in Section VII (if any). These must be priced separately and summarized in the corresponding cost tables in the Sample Bidding Forms (Section IV), in accordance with the instructions provided in the tables and in the manner specified below:  1. if specified in the BDS, the bidder must also bid separate enforceable contracts for the Recurrent Cost Items not included in the main contract; 2. prices for Recurrent Costs are all-inclusive of the costs of necessary goods such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the ICT System and, if appropriate, of the bidder’s own allowance for price increases; 3. prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, defined in GCC Clause 29.4 and prices for Recurrent Costs to be incurred during the Post-Warranty Period, defined in SCC Clause 1.1. (e) (xiii), shall be quoted as Service prices on the Recurrent Cost Sub-Table in detail, and on the Recurrent Cost Summary Table in currency totals.    1. Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments under the contract, in accordance with the Implementation Schedule in Section VII), and with GCC and SCC Clause 12 – Terms of Payment. bidders may be required to provide a breakdown of any composite or lump-sum items included in the Cost Tables    2. All lots and items must be listed and priced separately in the Schedule of Requirements.    3. 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.    4. The bidder shall quote any unconditional discounts and indicate the method for their application in the Letter of Bid.    5. The prices for goods components of the ICT System are to be expressed and shall be defined and governed in accordance with the rules prescribed in the edition of Incoterms specified in the BDS, as follows: 4. goods supplied from outside Jamaica:   Unless otherwise specified in the BDS, the prices shall be quoted on a CIP (named place of destination) basis, exclusive of all taxes, stamps, duties, levies, and fees imposed in Jamaica. The named place of destination and special instructions for the contract of carriage are as specified in the SCC for GCC 1.1 (e) (iii). In quoting the price, the bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the bidder may obtain insurance services from any eligible source country;   1. Locally supplied goods:   Unit prices of goods offered from within Jamaica, shall be quoted on an EXW (ex-factory, ex ICT System, ex warehouse or off-the-shelf, as applicable) basis, including all customs duties, levies, fees, sales and other taxes incurred until delivery of the goods, but excluding all VAT or sales and other taxes and duties/fees incurred for the goods at the time of invoicing or sales transaction, if the contract is awarded;   1. Inland transportation.   Unless otherwise stated in the BDS, inland transportation, insurance and related local costs incidental to the delivery of the goods to the designated Project Sites must be quoted separately as a Service item in accordance with ITB 17.5, whether the goods are to be supplied locally or from outside Jamaica, except when these costs are already included in the price of the goods, as is, e.g., the case, when ITB 17.5 (a) specifies CIP, and the named places of destination are the Project Sites.   * 1. The price of services shall be separated into their local and foreign currency components and where appropriate, broken down into unit prices. Prices must include all taxes, duties, levies and fees whatsoever, except only VAT or other indirect taxes, or stamp duties, that may be assessed and/or apply in Jamaica on/to the price of the services invoiced to the procuring entity, if the contract is awarded.   2. Unless otherwise specified in the BDS, the prices must include all costs incidental to the performance of the services, as incurred by the Bidder, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the services but incurred by the procuring entity or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these bidding documents (as, e.g., a requirement for the bidder to include the travel and subsistence costs of trainees).   3. The price of items that the bidder has left blank in the cost tables provided in the Sample bid Forms (Section IV) shall be assumed to be included in the price of other items. Items omitted altogether from the cost tables shall be assumed to be omitted from the bid and, provided that the bid is substantially responsive, an adjustment to the bid price will be made during bid evaluation in accordance with ITB 31.3.   4. 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 29. 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. |
| 1. Currencies of bid    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.**    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, it may quote its price accordingly but shall use no more than three freely convertible international currencies in addition to Jamaican Dollars.    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 15.1. |
| 17. Documents Establishing the Conformity of the Services   * 1. To establish the conformity of the ICT Systems 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, Schedule of Requirements.   2. The documentary evidence of conformity of the ICT System to the bidding documents including:      1. Preliminary Project Plan describing, among other things, the methods by which the bidder will carry out its overall management and coordination responsibilities if awarded the contract, and the human and other resources the bidder proposes to use. The Preliminary Project Plan must also address any other topics specified in the BDS. In addition, the Preliminary Project Plan should state the bidder’s assessment of what it expects the procuring entity and any other party involved in the implementation of the ICT System to provide during implementation and how the bidder proposes to coordinate the activities of all involved parties;      2. written confirmation that the bidder accepts responsibility for the successful integration and inter-operability of all components of the ICT System as required by the bidding documents;      3. an item-by-item commentary on the procuring entity’s Technical Requirements, demonstrating the substantial responsiveness of the ICT System offered to those requirements. In demonstrating responsiveness, the bidder is encouraged to use the Technical Responsiveness Checklist (or Checklist Format) in the Sample Bidding Forms (Section IV). The commentary shall include explicit cross-references to the relevant pages in the supporting materials included in the bid. Whenever a discrepancy arises between the item-by-item commentary and any catalogues, technical specifications, or other pre-printed materials submitted with the bid, the item-by-item commentary shall prevail;      4. support material (e.g., product literature, white papers, narrative descriptions of technologies and/or technical approaches), as required and appropriate; and      5. any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required bidders to bid.   3. Standards for provision of the ICT Systems 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, Schedule of Requirements.   4. For major items of the ICT System as listed by the procuring entity in Section III, Evaluation and Qualification Criteria, which the bidder intends to purchase or subcontract, the bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the bidder shall include in its bid information establishing compliance with the requirements specified by the procuring entity for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.   5. The bidder shall be responsible for ensuring that any subcontractor proposed complies with the requirements of ITB 4, and that any ICT System or services to be provided by the subcontractor comply with the requirements of ITB 5 and ITB 16.1. |
| 18. Documents Establishing the Qualifications of the bidder   * 1. The documentary evidence of the bidder’s qualifications to perform the contract if its bid is accepted shall establish to the procuring entity’s satisfaction:   2. The documentary evidence of the bidder’s qualifications to perform the contract if its 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.   3. All bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.   4. In the event that prequalification of bidders has been undertaken as stated **in the BDS and Section III Evaluation and Qualification Criteria**, 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.   5. If prequalification has not taken place before bidding, the qualification criteria for the bidders are specified in Section III, Evaluation and Qualification Criteria.   6. National bidders, individually or in joint ventures, applying for eligibility for domestic margin of preference shall supply all information required to satisfy the criteria for eligibility as described in ITB Clause 4. |
| 19. Period of Validity of bids   * 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.   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 20, it will also be extended. A bidder may refuse the request for extension without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid. |
| 20. Bid Security   * 1. The bidder shall furnish as part of its bid a bid security, if required, as **specified in the** **BDS.**   2. The bid security shall be in the amount specified in the BDS and denominated in the currency of the bid, and shall:  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;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;be in accordance with one of the forms of bid security included in Section IV, Bidding Forms;be payable promptly upon written demand by the procuring entity in case the conditions listed in ITB Sub-Clause 20.5 are invoked;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 22.1 not later than the time and date of bid submission deadline.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 19.2.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.)  * 1. If a bid security is required in accordance with ITB Sub-Clause 20.1, any bid not accompanied by a substantially responsive bid security in accordance with ITB Sub-Clause 20.1 and 20.2, shall be rejected by the procuring entity as non-responsive.   2. 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.   3. The bid security may be forfeited:  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 19.2;if a bidder does not accept a correction of errors in accordance with ITB Clause 30.4; orif the successful bidder fails to:(i) sign the contract in accordance with ITB Clause 42 and(ii) furnish a performance security in accordance with ITB Clause 43.  * 1. 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. |
| 21. Format and Signing of bid   * 1. The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it “**ORIGINAL**”. In the case of electronic bidding the bid uploaded on the e-GP system shall be the “ORIGINAL”. Alternative bids, if permitted in accordance with ITB Clause 14, 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.   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.   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 |
| 22. Submission, Sealing and Marking of bids   * 1. bids shall be submitted by hand in hard copy or electronically as specified in the BDS.      1. bidders submitting bids by mail or by hand shall enclose the original and each copy of the bid, including alternative bids, if permitted, in accordance with ITB Clause 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 22.2, 22.3 and 22.4.      2. bidders submitting bids electronically shall follow the GOJEP procedures as described in the Quick Guide for Bidders.   2. For hard copy bids the inner and outer envelopes shall:  Bear the name and address of the bidder;be addressed to the procuring entity in accordance with ITB Sub-Clause 23.1;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; andbear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.  * 1. 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.   2. The proposals shall be deposited in the BID BOX provided in the address stated in ITB Sub-Clause 23.1. |
| 23. Deadline for Submission of bids   * 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.**   2. The procuring entity may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 9, 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. |
| 24. Late bids   * 1. The procuring entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. All late bids shall be declared late and rejected. The bidder will be notified and must collect their bid within 30 days. It the bid is not collected within this period it shall be destroyed.   2. In the case of electronic bidding, bidders will be unable to upload their bid once the bid submission deadline has passed. |
| 25. Withdrawal and Modification of bids   * 1. A bidder may withdraw or modify its bid after it has been submitted in accordance with ITB Clause 22 but only prior to the deadline for submission of bids.   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 21, (except that no copies of the withdrawal notice are required). The corresponding r modification of the bid must accompany the respective written notice. All notices must be:  1. submitted in accordance with ITB Clauses 21 and 22, and in addition, the respective envelopes shall be clearly marked **“Withdrawal”** or **“Modification**” and 2. received by the procuring entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.    1. bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned unopened to the bidders.    2. In the case of electronic bids, the submitted bid must be removed in accordance with the GOJEP System: Quick Guide for Bidders and a new bid uploaded.    3. 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. |
| 26. Bid Opening   * 1. Bid Opening      1. 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 26.2 to 26.6.      2. For electronic bidding the GOJEP System shall prepare a bid opening report that shall include, as a minimum: the name of the bidder; the bid Price, per lot if applicable, and, if required, the presence or absence of a bid security. A copy of the report will be distributed to all bidders who submitted a bid.   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.   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.   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 bids; the presence of a bid security, if required; and any other details as the procuring entity may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. bids shall be rejected at the bid opening in accordance with ITB Sub-Clause 24.1 and 25.3.   5. The procuring entity shall prepare a record of the bid opening that shall include, as a minimum:   + the name of the bidder and whether there is a withdrawal or modification;   + the bid Price, per lot if applicable, including any discounts, and alternative bids if they were permitted;   + and the presence or absence of a bid security, if one was required.   + The bidders’ representatives who are present shall be requested to sign the attendance sheet.   + A copy of the record shall be distributed to all bidders who submitted bids in time and posted online when electronic bidding is permitted. |
| E. Evaluation and Comparison of bids |
| 27. Confidentiality   * 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.   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.   3. Notwithstanding ITB Sub-Clause 27.2, from the time of bid opening to the time of Contract Award, if any bidder wishes to contact the procuring entity on any matter related to the bidding process, it should do so in writing. |
| |  | | --- | | 1. Clarification of bids    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 its bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the procuring entity shall not be considered. The procuring entity’s request for clarification and the response shall be in writing. In the case of electronic bidding this will be managed through the GOJEP System. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the procuring entity in the evaluation of the bids, in accordance with ITB Clause 35.    2. If a bidder does not provide clarifications of its bid by the date and time set in the procuring entity’s request for clarification, its bid shall be rejected. | | 1. Deviations, Reservations, and Omissions    1. During the evaluation of bids, the following definitions apply: 2. “Deviation” is a departure from the requirements specified in the bidding document; 3. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 4. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. | | 1. Determination of Responsiveness    1. The procuring entity’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.    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.    3. A material deviation, reservation or omission is one that:   (a) affects in any substantial way the scope, quality, or performance of the ICT System 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.   * 1. 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. | | 1. Nonmaterial Nonconformities    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 price of the bid. Failure of the bidder to comply with the request may result in the rejection of its 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. | | 1. Correction of Arithmetical Errors    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 theprocuring 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.   * 1. If the bidder that submitted the lowest evaluated or most advantageous bid does not accept the correction of errors, its bid shall be rejected. | |
| 33. Conversion to Single Currency   * 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.** |
| 34. Special and Differential Treatment Measures   * 1. Special and Differential Treatment Measures shall not be a factor in bid evaluation, unless otherwise **specified in the** **BDS** |
| 35. Evaluation of bids   * 1. The procuring entity shall examine each eligible bid to determine, its responsiveness.   2. To evaluate a bid, the procuring entity shall use all the factors, methodologies and criteria defined in ITB Clause 35. 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 35.3.   3. The procuring entity shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the procuring entity shall determine the most advantageous bid.   **Preliminary Examination of Bids**   * 1. The procuring entity will examine the bids, to determine whether they have been properly signed, whether required sureties have been furnished, whether any computational errors have been made, whether required sureties have been furnished and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the Technical Requirements). In the case where a pre-qualification process was undertaken for the contract(s) for which these bidding documents have been issued, the procuring entity will ensure that each bid is from a pre-qualified bidder and, in the case of a Joint Venture, that partners and structure of the Joint Venture are unchanged from those in the pre-qualification   **Technical Evaluation**   * 1. The procuring entity will examine the information supplied by the bidders Pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:   (a) overall completeness and compliance with the Technical Requirements; and deviations from the Technical Requirements;  (b) suitability of the ICT System offered in relation to the conditions prevailing at the site; and the suitability of the implementation and other services proposed, as described in the Preliminary Project Plan included in the bid;  (c) achievement of specified performance criteria by the ICT System;  (d) compliance with the time schedule called for by the Implementation Schedule and any alternative time schedules offered by bidders, as evidenced by a milestone schedule provided in the Preliminary Project Plan included in the bid;  (e) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the ICT System;  (f) any other relevant technical factors that the procuring entity deems necessary or prudent to take into consideration;  (g) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.   * 1. If specified in the BDS, the procuring entity’s evaluation of responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid Score (B) will be calculated for each responsive bid using the formula, specified in Section III, Evaluation and Qualification Criteria, which permits a comprehensive assessment of the bid cost and the technical merits of each bid   2. Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the bidder, the procuring entity will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.   **Economic Evaluation**   * 1. To evaluate a bid, the procuring entity shall consider the following:  1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the Schedule of Requirements; 2. price adjustment for correction of arithmetic errors in accordance with ITB 32.1; 3. price adjustment due to discounts offered in accordance with ITB 26.8; 4. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and 5. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3; 6. the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.    1. If price adjustment is allowed in accordance with ITB 17.9, 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.    2. The procuring entity will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB 30. The evaluation will be performed assuming either that:   (a) the contract will be awarded to the most advantageous bid for the entire ICT System; or  (b) if specified in the BDS, Contracts will be awarded to the bidders for each individual Subsystem, lot, or slice defined in the Technical Requirements whose bids result in the most advantageous bid/bids for the entire System.   * 1. In the latter case, discounts that are conditional on the award of more than one Subsystem, lot, or slice may be offered in bids. Such discounts will be considered in the evaluation of bids as specified in the BDS.   2. 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. |
| 36. Comparison of bids   * 1. The procuring entity shall compare all substantially responsive bids in accordance with ITB Sub-Clause 35.3 to determine the bid that has the lowest bid price or is the most advantageous.   37. Abnormally Low bids   * 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.   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.   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. |
| 38. Unbalanced or Front-Loaded bids   * 1. If the bid that is evaluated as the lowest bid price or most advantageous is, in the procuring entity’s opinion, seriously unbalanced or front loaded, the procuring entity may require the bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the bid prices with the scope of ICT System, proposed methodology, schedule and any other requirements of the bidding document.   2. After the evaluation of the information and detailed price analyses presented by the bidder, the procuring entity may as appropriate:  1. accept the bid; or 2. require that the total amount of the performance security be increased at the expense of the bidder to a level not exceeding 20 % of the contract Price; or 3. reject the bid. |
| 39. Qualification of the Bidder   * 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 18.1 (a) 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 18.   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.   3. Unless otherwise specified in the BDS, the procuring entity will NOT carry out tests at the time of post-qualification, to determine that the performance or functionality of the ICT System offered meets those stated in the Technical Requirements. However, if so, specified in the BDS the procuring entity may carry out such tests as detailed in the BDS.   4. The capabilities of the manufacturers and subcontractors proposed by the bidder that is determined to have offered the lowest priced or most advantageous bid for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the bid will not be rejected, but the bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the contract, the corresponding Appendix to the contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned. |
| 39. Procuring entity’s Right to Accept Any bid, and to Reject Any or All bids   * 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:      1. at any time prior to the acceptance of the successful bid; or      2. after the successful bid is accepted if:         1. the bidder presenting the successful bid is disqualified under the Act or the regulations;         2. the procurement is cancelled;         3. 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;         4. 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 |
| 40. Award Criteria   * 1. The procuring entity shall award the contract to the bidder whose bid has been determined to be the lowest priced or the most advantageous, as defined in ITB Sub-Clause 36.1. |
| 40. Procuring Entity’s Right to Vary Quantities at Time of Award   * 1. At the time the contract is awarded, the procuring entity reserves the right to increase or decrease the quantity of ICT System and related services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the bidding documents. |
| 41. Notification of Award and Standstill Period   * 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.   2. The date of the notification under ITB Sub-Clause 41.1 establishes the commencement of the standstill period specified in the BDS. During this time bidders may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their bids were not selected. |
| 42. Signing of Contract   * 1. On the expiry of the standstill period the procuring entity shall send the successful bidder the Letter of Acceptance.   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 43.   3. On receipt of the signed Contract Agreement and performance security 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 20.4.   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 Bidder, the contract price and the contract number. |
| 43. Performance Security   * 1. Within 28 days of receipt of the Letter of Acceptance the successful bidder, if required, shall furnish the performance security, if required, in accordance with the GCC, using for that purpose the performance security Form included in Section VIII, Contract Forms.   2. Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the procuring entity may award the contract to the next ranked bidder, whose offer is substantially responsive and is determined by the procuring entity to be the lowest priced or most advantageous bid. |
| 44. Adjudicator  44.1 The procuring entity proposes the person named in the BDS to be appointed as Adjudicator under the contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the bidder disagrees with this bid, the bidder should so state in the bid. If, in the Letter of Acceptance, the procuring entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of contract at the request of either party.   1. **Right to Reconsideration or Review**     1. Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible bidder has the right to reconsideration or review of an action or decision of the procuring entity.    2. 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. |

# Section II. Bidding Data Sheet

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| The following specific data for the Supply and Installation of Information, Communications and Technology (ICT) Systems 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.**  *[Instructions for completing the Bid Data Sheet are provided, as needed, in square brackets and italics for the relevant ITB Clauses.]* | |
| **ITB Clause Reference** | **A. General** |
| **ITB 1.1** | The procuring entity is: *[insert complete name]* |
| **ITB 1.1** | The name and identification number of the ICB are: *[insert name and identification number]*  The number, identification and names of the lots comprising this ICB are: *[insert number; list the lots of non-consulting/general services]* |
| **ITB 1.3** | Bidding will be conducted in accordance with *[hard copy procedures or GOJEP procedures as further defined in the Quick Guide for Bidders].* |
| **ITB 2.1** | The name of the Project is: *[insert the name of the Project]* |
| **ITB 4.1** | Maximum number of members in the JV shall be: ***[insert a number]*** |
| **ITB 4.4** | Prequalified bidders [may/may not] submit joint bids. |
| **B. Contents of Bidding Documents** | |
| **ITB 7.5** | A site visit *[will/will not]* be organized as part of the pre-bid meeting. |
| **ITB 7.5** | A pre-bid meeting *[shall/shall not]* take place.  *[The pre-bid meeting shall take place at the following date, time and place:*  *Date:*  *Time:*  *Place:* ] |
| **ITB 7.6** | Any questions must be submitted *[insert number]* days before the date of the pre-bid meeting. |
| **ITB 8.1** | *[For hard copy bids:*  *For* ***Clarification of bid purposes*** *only, the procuring entity’s address is:*  *Attention: [insert name and room number of Project Officer]*  *Address: [insert street name and number]*  *[insert floor and room number, if applicable]*  City: *[insert name of city or town]*  *Postal Code: [insert postal code, if applicable]*  *Country : Jamaica*  *Facsimile number: [insert fax number**including country and city codes]*  *Electronic mail address: [insert e-mail address of Project Officer]]*  *[For electronic bids:*  *All clarifications must be submitted through the GOJEP System. Copies of all clarifications received will be available through the GOJEP System.]*  Requests for clarification should be received by the procuring entity no later than: ***[insert no. of days]*** before the deadline for submission of bids stated at ITB 23.1. |
| **C. Preparation of bids** | |
| **ITB 12.1 (l)** | The bidder shall submit the following additional documents in its bid: *[insert list of documents, if any, particularly pursuant to any administrative guidance issued by the Office]* |
| **ITB 14.1** | Alternative bids [*shall/shall not*] be considered. |
| ITB 14.2 | Alternative times for completion *[are/are not]* permitted.  If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| ITB 14.3 | Alternative technical solutions shall be permitted for the following parts of the ICT System: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 15.3** | Prices quoted for each lot (contract) shall correspond at least to *[insert figure*] percent of the items specified for each lot (contract).  Prices quoted for each item of a lot shall correspond at least to *[insert figure]* percent of the quantities specified for this item of a lot. |
| **ITB 15.4** | The bidder *[insert “must” or “must not”]* bid Recurrent Cost Items |
| **ITB 15.4** | The bidder *[insert “must” or “must not”]* bid for contracts of Recurrent Cost Items not included in the main contract. |
| **ITB 15.9** | The Incoterms edition is: ***[insert relevant edition].*** |
| **ITB 15.9 (a)** | Named place of destinationis: **[*insert named Place of destination as per Incoterm used]*** |
| **ITB 15.9c)** | Named place of final destination (or Project site) is: *[insert name of location where the ICT is to be actually Installed]* |
| **ITB 15.11** | ITB 17.8 is modified as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_ [*otherwise state ‘There is no modification to ITB 17.8’*] |
| **ITB 16.1** | *[The bidder is not required to quote in Jamaican dollars the portion of the bid price that corresponds to expenditures incurred in that currency. ]* |
| ITB 17.2 (a) | In addition to the topics described in ITB Clause 16.2 (a), the Preliminary Project Plan must address the following topics: [modify as appropriate]: |
| (a) | Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format); |
| ITB 17.3 | Implementation Sub-Plan; |
| **ITB 18.4** | Prequalification *[has/has not]*been undertaken. |
| **ITB 19.1** | The bid validity period shall be *[insert number]* days. |
| **ITB 20.1** | *[insert one of the following options]:*  [*No bid security is required. or*  *The bid shall include a bid security (issued by a bank or Surety) included in Section IV Bidding Forms.*] |
| **ITB 20.2** | The amount of the bid security shall be: *[insert amount]* |
| **ITB 21.1** | In addition to the original bid, the required number of copies is: *[insert number]*  *[In the case of an electronic bid only one bid will be submitted (uploaded) and this shall be the ORIGINAL.]* |
| **D. Submission and Opening of bids** | |
| **ITB 22.1** | bids will be submitted in *[hard copy or electronically (GOJEP procedures are defined in the Quick Guide for Bidders)].* |
| **ITB 22.2 (c)** | The inner and outer envelopes shall bear the following additional identification marks: *[insert the name and/or number that must appear on the bid envelope to identify this specific bidding process].* |
| **ITB 23.1** | For bid submission purposes, the procuring entity’s address is:  Attention: *[insert full name of person, if applicable, or insert name of the Project Officer]*  Address: *[insert street name and number]*  Floor-Room number: *[insert floor and room number, if applicable] [important to avoid delays or misplacement of bids]*  City: *[insert name of city or town]*  Jamaica  The deadline for the submission of bids is:  Date: *[insert day, month, and year, i.e. 15 June, 2016]*  Time: *[insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]* |
| **ITB 26.1** | The bid opening shall take place at:  Street Address: *[insert street address and number]*  City: *[insert name of city or town]*  Jamaica  Date: *[insert day, month, and year, i.e. 15 June, 2016]*  Time: *[insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.]* |
| **E. Evaluation and Comparison of bids** | |
| **ITB 31.3** | The adjustment shall be based on the [***insert “average” or “highest”]*** 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. |
| **ITB 33.1** | Bid prices expressed in different currencies shall be converted to: *[insert the name of the currency]*  The source of exchange rate shall be: procuring entity of Jamaica  The date for the exchange rate shall be *[insert date of deadline for bid submission ]* |
| **ITB 34.1** | Special and Deferential Treatment Measures *[shall/shall not]* be a bid evaluation factor*.*  *[If a* Special and Deferential Treatment Measures *is a bid-evaluation factor, the methodology for calculating the* Special and Deferential Treatment Measures *and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.]* |
| **ITB 35.6** | Interest Rate (I) for net present value calculations of recurrent costs (if any) is \_\_\_ ***[insert interest rate]*** percent per annum.  If rated criterion is used:  The total weight “X” for the Technical features in the Evaluated bid Score is: [insert interest weight. \_\_\_\_\_\_\_\_\_***\_. [The weight to be assigned to the technical features should generally not exceed 30%, and may be set as high as 50%, only if justified]***  ***[Specify the technical features to be evaluated, the respective score, and list the relevant reference in the Technical Requirements.]*** |
| **ITB 35.10** | bids for Subsystems, lots, or slices of the overall ICT System [specify: will / will *not]* be accepted.  Discount that are conditional on the award of more than one Subsystem, lot, or slice may be offered in bids and such discounts ***[insert shall or shall not]*** be considered in the price evaluation. *[When rated criteria are used for evaluation insert “shall not” as the evaluation becomes overly complex]*  *[Note: Keeping a single bid package obviously simplifies the evaluation and maintains clearer overall system implementation and warranty responsibilities. However, there may well be practical reasons to break a specific procurement package into parts that can be bid individually. If, therefore, bids will be accepted for one or more individual Subsystems, lots, or slices of the total ICT System, include here the title of each Subsystem, lot, or slice for which bids can be submitted, as well as proper cross references to the Technical Requirements where a description of each Subsystem, lot, or slice can be found. Any other criterion that may affect award of more than one Subsystem, lot, or slice should also be specified here.]* |
| **ITB 39.3** | [***Add the following if the procuring entity will carry out tests at the time of post-qualification, to determine that the performance or functionality of the ICT System offered meets those stated in the Technical Requirements***]  As additional qualification measures, the ICT System (or components/parts of it) offered by the bidder with the most advantageous bid may be subjected to the following tests and performance benchmarks prior to contract award*: [specify: measures that will be used in the evaluation of bids, such as demonstration tests, performance benchmarks, documentation reviews, reference site visits, etc., and who will carry them out and how they will be conducted]*.  ***[Note: For demonstration or benchmark tests, specify full testing details and success criteria (alternatively, reference detailed discussion of testing in the Technical Requirements).]*** |
| **F. Award of Contract** | |
| **ITB 40.1** | The maximum percentage by which quantities may be increased is: *[insert percentage]*  The maximum percentage by which quantities may be decreased is: *[insert percentage]* |
| **ITB 41.2** | The number of days for standstill shall be [\_\_\_\_\_\_\_] days.  *[Note: the maximum allowed by the Act is ten (10) days.]* |
| **ITB 47** | 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: \_\_\_\_\_\_\_\_\_\_\_\_. |

|  |
| --- |
| Section III. Evaluation and Qualification Criteria **(with prequalification)** |

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.

*[*The procuring entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

**Contents**

1. Evaluation Approach

2. Alternative bids (ITB Clause 14)

3. Domestic Margin of preference (ITB Sub-Clause 34.1)

4. Multiple Contracts (ITB Sub-Clause 35.5)

5. Evaluation Criteria (ITB Clause 35)

6. Qualification Requirements (ITB Clause 38)

**1. Evaluation Approach**

The procuring entity will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB 30.

If indicated by the BDS, the procuring entity’s evaluation of responsive bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

|  |  |
| --- | --- |
| where  *C* = Evaluated Bid Price  *C low* = the lowest of all Evaluated Bid Prices among responsive bids  *T* = the total Technical Score awarded to the bid  *Thigh* = the Technical Score achieved by the bid that was scored best among all responsive bids  *X* = weight for the Price as specified in the BDS  The bid with the best Evaluated Bid Score (B) among responsive bids shall be the most advantageous provided the bidder was prequalified and/or it was found to be qualified to perform the contract in accordance with ITB 39. | |
| If, in addition to the cost factors, the procuring entity has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the criteria set forth below.  (a) The technical features to be evaluated are generally defined below and specifically identified **in the BDS**:  (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the ICT System.  (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the ICT System.  (iii) The quality of the bidder’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the procuring entity in Section VII, Technical Requirements or proposed by the bidder based on the bidder’s experience.  (iv) Any sustainable procurement requirement if specified in Section V- Technical Requirements.  (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS, namely:  (i) The technical features that reflect how well the ICT System meets the procuring entity’s Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the ICT System).  (ii) The technical features that reflect how well the ICT System meets the System’s Functional Performance Standards.  (iii) The technical features that reflect how well the ICT System meets the General Technical Requirements for hardware, network and communications, Software, and services.  (c) As specified **in the BDS**, each category will be given a weight and within each category each feature may also be given a weight.  (d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.  (e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:    where:  *tji* = the technical score for feature “i” in category “j”  *wji* = the weight of feature “i” in category “j”  *k* = the number of scored features in category “j”  and  (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:    where:  *Sj* = the Category Technical Score of category “j”  *Wj* = the weight of category “j” as specified in the BDS  *n* = the number of categories  and |
|  |

**2. Alternative Bids (ITB Clause 14)**

An alternative if permitted under ITB Sub-Clause 14.1, will be evaluated as follows:

“A bidder may submit an alternative bid only with a bid for the base case. The procuring entity shall only consider the alternative bid as specified in the ICT System requirements of Section V, Technical Requirements offered by the bidder whose bid for the base case was determined to be the lowest priced bid or the most advantageous bid.”

**Alternative Completion Times**, if permitted under ITB Sub-Clause 14.2, will be evaluated as follows: ………………………………………………………………………………………………………..

**Technical alternatives for specified parts of ICT System**, if permitted under ITB Sub-Clause 14.3, will be evaluated as follows: …………………………………………………………………..

**2. Special and Deferential Treatment Measures(ITB Sub-Clause 34.1)**

If the BDS so specifies, the procuring entity will grant a Special and Deferential Treatment Measuresto an ICT System manufactured in Jamaica for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs. contractors applying for such Special and Deferential Treatment Measuresshall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the procuring entity qualifies for a Special and Deferential Treatment Measure.

The bid must demonstrate a minimum domestic content of x%.

After bids have been received and reviewed by the procuring entity, responsive bids shall be classified into the following groups:

(i) Group A: Bids offered by domestic contractors eligible for the Special and Deferential Treatment Measure.

(ii) Group B: Bids offered by other contractors.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the bid with lowest evaluated cost, and the bid with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award as the most advantageous bid, if the bidder is qualified. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to *[insert* Special and Deferential Treatment Measures.

*to be applied*]% *[restate in words]* percent of the respective bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day work, if any, shall be added to the evaluated cost offered in each bid from Group B. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

**3. Multiple Contracts (ITB Sub-Clause 36.4)**

The procuring entity may award multiple contracts to the bidder that offers the lowest priced or most advantageous combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB Clause 40 Qualification Requirements).

The procuring entity shall:

* + 1. evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.6.
    2. take into account:
       1. the lowest responsive bid for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the bidder in its bid.

**4. Evaluation Criteria (ITB Clause 36)**

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

* + - * 1. **Assessment of adequacy of Technical Proposal with Requirements**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* + - * 1. **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 Technical 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.]*

* + - * 1. **Recurrent Costs**

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each bidder in Schedule of Requirements Nos. 3.3 and 3.5.

Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the bid price for evaluation.

The recurrent costs factors for calculation of the implementation schedule are:

(i) number of years for implementation

(ii) hardware maintenance

(iii) software licenses and updates

(iv) technical services

(v) telecommunication services, and

(vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:



where

*N* = number of years of the Warranty Period, defined in SCC Clause 29.4

*M* = number of years of the Post-Warranty Services Period, as defined in SCC Clause 1.1.(e) (xii)

*x* = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

*Rx* = total Recurrent Costs for year “*x*,” as recorded in the Recurrent Cost Sub-Table.

*I* = discount rate to be used for the Net Present Value calculation, as **specified in the BDS 35.3.**

**5. Qualification Requirements (ITB Clause 40)**

After determining the lowest responsive bid in accordance with ITB Sub-Clause 37.1, the procuring entity shall carry out the qualification of the bidder in accordance with ITB Clause 40, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the bidder’s qualifications.

* + - * 1. **Update of Information**

The bidder shall continue to meet the eligibility and qualification criteria used at the time of prequalification.

* + - * 1. **Financial Resources**

Using the relevant forms in Section IV, Bidding Forms, the bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement:………………………………………………………, and

(ii) the overall cash flow requirements for this contract and its current ICT System commitment.

The successful bidder will also be required to furnish a valid Tax Compliance Certificate (TCC) or Tax Compliance Letter (TCL) prior to award of contract.

* + - * 1. **Personnel**

The bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Similar Experience (years)** | **In Similar Works Experience**  **(years)** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
|  |  |  |  |

The bidder shall provide details of the proposed personnel and their experience records in the relevant forms included in Section IV, Bidding Forms.

* + - * 1. **Subcontractors/vendors/manufacturers**

Subcontractors/vendors/manufacturers for major items of supply or services identified in the prequalification document must meet orcontinue to meet the minimum criteria specified therein for each item.

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Failure to comply with this requirement will result in the rejection of the subcontractor.

In the case of a bidder who offers to supply and install major items of supply under the contract that the bidder did not manufacture or otherwise produce, the bidder shall provide the manufacturer’s authorization, using the form provided in Section IV, showing that the bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and/or install that item in Jamaica. The bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

|  |
| --- |
| Section III. Evaluation and Qualification Criteria **(with prequalification)** |

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.

*[*The procuring entity shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

**Contents**

1. Evaluation Approach

2. Alternative bids (ITB Clause 14)

3. Domestic Margin of preference (ITB Sub-Clause 34.1)

4. Multiple Contracts (ITB Sub-Clause 35.5)

5. Evaluation Criteria (ITB Clause 35)

6. Qualification Requirements (ITB Clause 38)

**1. Evaluation Approach**

The procuring entity will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB 30.

If indicated by the BDS, the procuring entity’s evaluation of responsive bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

|  |  |
| --- | --- |
| where  *C* = Evaluated Bid Price  *C low* = the lowest of all Evaluated Bid Prices among responsive bids  *T* = the total Technical Score awarded to the bid  *Thigh* = the Technical Score achieved by the bid that was scored best among all responsive bids  *X* = weight for the Price as specified in the BDS  The bid with the best Evaluated Bid Score (B) among responsive bids shall be the most advantageous provided the bidder was prequalified and/or it was found to be qualified to perform the contract in accordance with ITB 39. | |
| If, in addition to the cost factors, the procuring entity has chosen to give weight to important technical factors (i.e., the price weight, X, is less than 1 in the evaluation), that cannot be reduced to life-cycle costs or pass/fail criteria, the Total Technical Points assigned to each bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid in accordance with the criteria set forth below.  (a) The technical features to be evaluated are generally defined below and specifically identified **in the BDS**:  (i) Performance, capacity, or functionality features that either exceed levels specified as mandatory in the Technical Requirements; and/or influence the life-cycle cost and effectiveness of the ICT System.  (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life-cycle cost and effectiveness of the ICT System.   1. The quality of the bidder’s Preliminary Project Plan as evidenced by the thoroughness, reasonableness, and responsiveness of: (a) the task and resource schedules, both general and specific, and (b) the proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the procuring entity in Section VII, Technical Requirements or proposed by the bidder based on the bidder’s experience. 2. Any sustainable procurement requirement if specified in Section V- Technical Requirements.   (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS, namely:  (i) The technical features that reflect how well the ICT System meets the procuring entity’s Business Requirements (including quality assurance and risk-containment measures associated with the implementation of the ICT System).  (ii) The technical features that reflect how well the ICT System meets the System’s Functional Performance Standards.  (iii) The technical features that reflect how well the ICT System meets the General Technical Requirements for hardware, network and communications, Software, and services.  (c) As specified **in the BDS**, each category will be given a weight and within each category each feature may also be given a weight.  (d) During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score from 0 to 4, where 0 means that the feature is absent, and 1 to 4 either represent predefined values for desirable features amenable to an objective way of rating (as is the case for, e.g., extra memory, or extra mass storage capacity, etc., if these extras would be conducive for the utility of the system), or if the feature represents a desirable functionality (e.g., of a software package) or a quality improving the prospects for a successful implementation (such as the strengths of the proposed project staff, the methodology, the elaboration of the project plan, etc., in the bid), the scoring will be 1 for the feature being present but showing deficiencies; 2 for meeting the requirements; 3 for marginally exceeding the requirements; and 4 for significantly exceeding the requirements.  (e) The score for each feature (i) within a category (j) will be combined with the scores of features in the same category as a weighted sum to form the Category Technical Score using the following formula:    where:  *tji* = the technical score for feature “i” in category “j”  *wji* = the weight of feature “i” in category “j”  *k* = the number of scored features in category “j”  and  (f) The Category Technical Scores will be combined in a weighted sum to form the total Technical Bid Score using the following formula:    where:  *Sj* = the Category Technical Score of category “j”  *Wj* = the weight of category “j” as specified in the BDS  *n* = the number of categories  and |

**2. Alternative bids (ITB Clause 14)**

An alternative if permitted under ITB Sub-Clause 14.1, will be evaluated as follows:

“A bidder may submit an alternative bid only with a bid for the base case. The procuring entity shall only consider the alternative bid as specified in the ICT System requirements of Section V, Technical Requirements offered by the bidder whose bid for the base case was determined to be the lowest priced bid or the most advantageous bid.”

**Alternative Completion Times**, if permitted under ITB Sub-Clause 14.2, will be evaluated as follows: ………………………………………………………………………………………………………..

**Technical alternatives for specified parts of ICT System**, if permitted under ITB Sub-Clause 14.3, will be evaluated as follows: …………………………………………………………………..

**2. Special and Deferential Treatment Measure (ITB Sub-Clause 34.1)**

If the BDS so specifies, the procuring entity will grant a Special and Deferential Treatment Measureto an ICT System manufactured in Jamaica for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs. contractors applying for such Special and Deferential Treatment Measureshall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the procuring entity qualifies for a Special and Deferential Treatment Measure.

After bids have been received and reviewed by the procuring entity, responsive bids shall be classified into the following groups:

(i) Group A: bids offered by domestic contractors eligible for Special and Deferential Treatment Measure.

(ii) Group B: bids offered by other contractors.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the bid with lowest evaluated cost, and the bid with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award as the most advantageous bid, if the bidder is qualified. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to *[insert* Special and Deferential Treatment Measure *to be applied*]% *[restate in words]* percent of the respective bid price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day work, if any, shall be added to the evaluated cost offered in each bid from Group B. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

**3. Multiple Contracts (ITB Sub-Clause 36.4)**

The procuring entity may award multiple contracts to the bidder that offers the lowest priced or most advantageous combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB Clause 40 Qualification Requirements).

The procuring entity shall:

* + 1. evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.6.
    2. take into account:
       1. the lowest responsive bid for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the bidder in its bid.

**4. Evaluation Criteria (ITB Clause 36)**

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

* + - * 1. **Assessment of adequacy of Technical Proposal with Requirements**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

* + - * 1. **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 Technical System 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.]*

* + - * 1. **Recurrent Costs**

Since the operation and maintenance of the system being procured form a major part of the implementation, the resulting recurrent costs will be evaluated according to the principles given hereafter, including the cost of recurrent cost items for the initial period of operation stated below, based on prices furnished by each bidder in Schedule of Requirements Nos. 3.3 and 3.5.

Recurrent cost items for post- warranty service period if subject to evaluation shall be included in the main contract or a separate contract signed together with the main contract.

Such costs shall be added to the bid price for evaluation.

The recurrent costs factors for calculation of the implementation schedule are:

(i) number of years for implementation

(ii) hardware maintenance

(iii) software licenses and updates

(iv) technical services

(v) telecommunication services, and

(vi) other services (if any).

The Recurrent Costs (R) are reduced to net present value and determined using the following formula:



where

*N* = number of years of the Warranty Period, defined in SCC Clause 29.4

*M* = number of years of the Post-Warranty services Period, as defined in SCC Clause 1.1.(e) (xii)

*x* = an index number 1, 2, 3, ... N + M representing each year of the combined Warranty Service and Post-Warranty Service Periods.

*Rx* = total Recurrent Costs for year “*x*,” as recorded in the Recurrent Cost Sub-Table.

*I* = discount rate to be used for the Net Present Value calculation, as **specified in the BDS 35.3.**

**5. Qualification Requirements (ITB Clause 40)**

After determining the lowest responsive bid in accordance with ITB Sub-Clause 37.1, the procuring entity shall carry out the qualification of the bidder in accordance with ITB Clause 40, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the bidder’s qualifications.

* + - * 1. **Eligibility and Qualification Table**

The bidder shall meet the eligibility and qualification criteria and provide the required evidence stipulated in the table as follows;

* + 1. **Eligibility**
* Conflict of Interest
* Government Owned Entity
  + 1. **Historical Contract Non-Performance**
* History of Non-Performing Contracts
* Pending Litigation
  + 1. **Financial Situation**
* Historical Financial Performance
* Average Annual Turnover
* Financial Resources

Using forms in Section IV, Bidding Forms, the bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement: …………………………………………………………………………

and

* + - 1. the overall cash flow requirements for this contract and its current ICT System commitment.

The successful bidder will also be required to furnish a valid Tax Compliance Letter (TCL) prior to award of contract.

* + 1. **Experience**
* General Experience
* Specific Experience
  + - * 1. **Personnel**

The bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Position** | **Total Work Similar Experience (years)** | **In Similar Works Experience**  **(years)** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
|  |  |  |  |

The bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section IV, Bidding Forms.

* + - * 1. **Subcontractors/vendors/manufacturers**

Subcontractors/vendors/manufacturers for major items of supply or services must meet the minimum criteria specified therein for each item.

Subcontractors for the following additional major items of supply or services must meet the following minimum criteria, herein listed for that item:

|  |  |  |
| --- | --- | --- |
| **Item No.** | **Description of Item** | **Minimum Criteria to be met** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| … |  |  |

Failure to comply with this requirement will result in the rejection of the subcontractor.

In the case of a bidder who offers to supply and install major items of supply under the contract that the bidder did not manufacture or otherwise produce, the bidder shall provide the manufacturer’s authorization, using the form provided in Section IV, showing that the bidder has been duly authorized by the manufacturer or producer of the related sub system or component to supply and/or install that item in Jamaica. The bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and ITB 5 and meets the minimum criteria listed above for that item.

**Eligibility and Qualification Table**

| **Eligibility and Qualification Criteria** | | | **Compliance Requirements** | | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All Members Combined** | **Each Member** | **One Member** |
| **1. Eligibility** | | | | | | | |
| **1.1** | **Nationality** | Nationality in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **1.2** | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| **1.3** | **Law of Jamaica** | Eligible in accordance with ITB 4.7. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| **2. Historical contract Non-Performance** | | | | | | | |
| **2.1** | **History of Non-Performing Contracts** | Non-performance of a contract[[1]](#footnote-1) did not occur as a result of Bidder default since 1st January [*insert year]*. | Must meet requirement | Must meet requirements | Must meet requirement[[2]](#footnote-2) | N/A | Form CON-2 |
| **2.2** | **Pending Litigation** | Bidder’s financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the bidder | Must meet requirement | N/A | Must meet requirement | N/A | Form CON – 2 |
| **2.3** | **Litigation History** | No consistent history of court/arbitral award decisions against the bidder[[3]](#footnote-3) since 1st January *[insert year]* | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| **3. Financial Situation and Performance** | | | | | | | |
| **3.1** | **Financial Capabilities** | (i) The bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as USD $ *[insert amount]* for the subject contract(s) net of the bidder’s other commitments  (ii) The bidders shall also demonstrate, to the satisfaction of the procuring entity, that it has adequate sources of finance to meet the cash flow requirements on ICT System currently in progress and for future contract commitments.  (iii) The audited balance sheets or, if not required by the laws of the bidder’s country, other financial statements acceptable to the procuring entity, for the last *[insert number of years]* years shall be submitted and must demonstrate the current soundness of the bidder’s financial position and indicate its prospective long-term profitability. | Must meet requirement  Must meet requirement  Must meet requirement | Must meet requirement  Must meet requirement  N/A | N/A  N/A  Must meet requirement | N/A  N/A  N/A | Form FIN – 3.1 with attachments |
| **3.2** | **Average Annual Turnover** | Minimum average annual turnover of US$ *[insert amount]*, calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years, divided by *[insert number of years]* years | Must meet requirement | Must meet requirement | Must meet *[insert number]* %, *[insert percentage in words]* of the requirement | Must meet *[insert number]* %, *[insert percentage in words]* of the requirement | Form FIN – 3.2 |
| **4. Experience** | | | | | | | |
| **4.1 (a)** | **General Experience** | Experience under contracts in the role of prime Bidder, JV member, sub-Bidder, or management Bidder for at least the last *[insert number of years]* years, starting 1st January *[insert year]*. | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| **4.2 (a)** | **Specific Experience** | (i) A minimum number of *[state the number]* similar contracts specified below that have been satisfactorily and substantially[[4]](#footnote-4) completed as a prime Bidder, joint venture member[[5]](#footnote-5), management Bidder or sub-Bidder between 1st January [insert year] and bid submission deadline:  (i) N contracts, each of minimum value V;  Or  (ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V; [insert values of N & V, delete (ii) above if not applicable].  [*In case the ICT System are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITB 36]*  The similarity of the contracts shall be based on the following: [*Based on Section V, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITB 35]* | Must meet requirement | Must meet requirement[[6]](#footnote-6) | N/A | Must meet the following requirements for the key activities listed below [list key activities and the corresponding minimum requirements to be met by one member otherwise state:”N/A”] | Form EXP 4.2(a) |
| **4.2 (b)** |  | For the above and any other contracts [substantially completed and under implementation] as prime Bidder, joint venture member, or sub-Bidder between 1st January *[insert year]* and Application submission deadline, a minimum experience in the following key activities successfully completed[[7]](#footnote-7): *[list key activities indicating volume, number or rate of production as applicable.*  *Under 4.2(a), specified requirements define similarity of contracts, whereas the key activities or production rates to be specified under 4.2 (b) define the required capability of the Applicant to execute the ICT System. There shall not be any inconsistency or repetition of requirement between 4.2(a) and 4.2(b). For the rate of production, specify that the rate of production shall be on the basis of either the average during the entire specified period OR the rate of annual production in any 12-month period in the specified period.]*[[8]](#footnote-8) | Must meet requirements  *[Specify activities that may be met through a specialized subcontractor, if permitted in accordance with ITB 35]* | Must meet requirements [*Specify activities that may be met through a Specialized Subcontractor, if permitted in accordance with ITB 35****]*** | N/A | Must meet the following requirements for key activities listed below *[****if applicable, out of the key activities in the first column of this 4.2 b),*** *list key activities (volume, number or rate of production as applicable) and the corresponding minimum requirements that have to be met by one member,* ***otherwise this cell should state: “N/A”.]*** | Form EXP – 4.2 (b) |

***Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under Sub-Factors 3.1, 3.2, 4.2(a) and 4.2(b)]***

# 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]

Ref No.: [insert number of Ref 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 Jamaica in accordance with ITB 4.7;

Conformity: We offer to provide the ICT System in conformity with the bidding document of the following: [insert a brief description of the ICT System];

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 disqualified under the Public Procurement Act, 2015 or the regulations;

(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]

**Schedule of Requirements Forms**

**Notes to bidders on working with the Schedule of Requirements**

**General**

1. The Schedule of Requirements are divided into separate Schedules as follows:

3.1 Grand Summary Cost Table

3.2 Supply and Installation Cost Summary Table

3.3 Recurrent Cost Summary Table

3.4 Supply and Installation Cost Sub-Table(s)

3.5 Recurrent Cost Sub-Tables(s)

*[insert:* ***any other Schedules as appropriate****]*

2. The Schedules do not generally give a full description of the information technologies to be supplied, installed, and operationally accepted, or the services to be performed under each item. However, it is assumed that bidders shall have read the Technical Requirements and other sections of these bidding documents to ascertain the full scope of the requirements associated with each item prior to filling in the rates and prices. The quoted rates and prices shall be deemed to cover the full scope of these Technical Requirements, as well as overhead and profit.

3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to bidders in the bidding documents prior to submitting their bid.

**Pricing**

4. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the bidder. As specified in the Bid Data Sheet, prices shall be fixed and firm for the duration of the contract.

5. Bid prices shall be quoted in the manner indicated and in the currencies specified in ITB 18.1 and ITB 18.2. Prices must correspond to items of the scope and quality defined in the Technical Requirements or elsewhere in these bidding documents.

6. The bidder must exercise great care in preparing its calculations, since there is no opportunity to correct errors once the deadline for submission of bids has passed. A single error in specifying a unit price can therefore change a bidder’s overall total bid price substantially, make the bid noncompetitive, or subject the bidder to possible loss. The procuring entity will correct any arithmetic error in accordance with the provisions of ITB 32.

7. Payments will be made to the bidder in the currency or currencies indicated under each respective item. As specified in ITB 18.2, no more than three foreign currencies may be used.

**3.1**  **Grand Summary Cost Table**

|  |  | ***[****insert****: Local Currency] Price*** | ***[****insert****: Foreign Currency A ]  Price*** | ***[****insert****: Foreign Currency B ]  Price*** | ***[****insert****: Foreign Currency C ]  Price*** |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| 1. | Supply and Installation Costs (from Supply and Installation Cost Summary Table) |  |  |  |  |
| 2. | Recurrent Costs (from Recurrent Cost Summary Table) |  |  |  |  |
|  |  |  |  |  |  |
| 3. | Grand Totals (to Letter of Bid) |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| Name of bidder: |  |  |
| Authorized Signature of bidder: |  |  |

**3.2**  **Supply and Installation Cost Summary Table**

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and 18.

|  |  |  | **Supply & Installation Prices** | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  | **Locally supplied items** | **Items supplied from outside Jamaica** | | | |
| **Line Item No.** | **Subsystem / Item** | **Supply and Installation Cost Sub-Table No.** | ***[****insert****: Local Currency ]*** Price | ***[****insert****: Local Currency ]*** Price | ***[****insert****: Foreign Currency A]*** Price | ***[****insert****: Foreign Currency B]*** Price | ***[****insert****: Foreign Currency C]*** Price |
|  |  |  |  |  |  |  |  |
| 0 | Project Plan | - - | - - | - - | - - | - - | - - |
| 1 | Subsystem 1 | 1 |  |  |  |  |  |
| SUBTOTALS | | | |  |  |  |  |
| TOTAL (To Grand Summary Table) | | | |  |  |  |  |

**Note:** - - indicates not applicable. “Indicates repetition of table entry above. Refer to the relevant Supply and Installation Cost Sub-Table for the specific components that constitute each Subsystem or line item in this summary table

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of bidder: |  |  |
|  |  |  |
| Authorized Signature of bidder: |  |  |
|  |  |  |

**3.3**  **Recurrent Cost Summary Table**

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and ITB 18.

| **Line Item No.** | **Subsystem / Item** | **Recurrent Cost Sub-Table No.** | ***[****insert****: Local Currency ] Price*** | ***[****insert****: Foreign Currency A ] Price*** | ***[****insert****: Foreign Currency B ] Price*** | ***[****insert****: Foreign Currency C ] Price*** |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| y | Recurrent Cost Items |  |  |  |  |  |
| y.1 | \_\_\_\_ | y.1 |  |  |  |  |
|  |  |  |  |  |  |  |
|  | Subtotals (to Grand Summary Table) | |  |  |  |  |

**Note:** Refer to the relevant Recurrent Cost Sub-Tables for the specific components that constitute the Subsystem or line item in this summary table.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of bidder: |  |  |
|  |  |  |
| Authorized Signature of bidder: |  |  |

**3.4**  **Supply and Installation Cost Sub-Table *[insert: identifying number]***

Line item number: *[specify:* ***relevant line item number from the Supply and Installation Cost Summary Table*** *(e.g., 1.1)]*

Prices, rates, and subtotals MUST be quoted in accordance with ITB 17 and ITB 18.

|  |  |  |  | **Unit Prices / Rates** | | | | | **Total Prices** | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Supplied Locally** | **Supplied from outside Jamaica** | | | | **Supplied Locally** | **Supplied from outside Jamaica** | | | |
| **Compo­nent  No.** | **Component Description** | | **Quan­tity** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***foreign currency A ]*** | ***[*** *insert* ***foreign currency B ]*** | ***[*** *insert:* ***foreign currency C ]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***local currency]*** | ***[*** *insert:* ***foreign currency A ]*** | ***[*** *insert:* ***foreign currency B ]*** | ***[*** *insert:* ***foreign currency C ]*** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| X.1 | \_\_\_\_  - - | | - - | - - | - - | - - | - - | - - |  |  |  |  |  |
|  |  | |  |  |  |  |  |  |  |  |  |  |  |
| Subtotals (to *[ insert:* ***line item***] of Supply and Installation Cost Summary Table) | | | | | | | | |  |  |  |  |  |

**Note:** - - indicates not applicable.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Name of bidder: |  |  |
|  |  |  |
| Authorized Signature of bidder: |  |  |

**3.5** **Recurrent Cost Sub-Table [*insert: identifying number] -- Warranty Period***

Lot number: *[if a multi-lot procurement, insert:* ***lot number,*** *otherwise state* ***“single lot procurement”]***

Line item number**:** *[specify:* ***relevant line item number from the Recurrent Cost Summary Table******–*** *(e.g., y.1)]*

Currency: *[specify:* ***the currency of the Recurrent Costs in which the costs expressed in this Sub-Table are expressed****]*

*[As necessary for operation of the System, specify:* ***the detailed components and quantities in the Sub-Table below for the line item specified above, modifying the sample components and sample table entries as needed.*** *Repeat the Sub-Table as needed to cover each and every line item in the Recurrent Cost Summary Table that requires elaboration.**]*

Costs MUST reflect prices and rates quoted in accordance with ITB 17 and ITB 18.

|  |  | Maximum all-inclusive costs (for costs in *[ insert:* ***currency****]*) | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Component  No. | Component | Y1 | Y2 | Y3 | Y4 | ... | Yn | Sub-total for *[ insert:* ***currency****]* |
| 1. | Hardware Maintenance | Incl. in Warranty | Incl. in Warranty | Incl. in Warranty |  |  |  |  |
| 2. | Software Licenses & Updates | Incl. in Warranty |  |  |  |  |  |  |
| 2.1 | System and General-Purpose Software | Incl. in Warranty |  |  |  |  |  |  |
| 2.2 | Application, Standard and Custom Software | Incl. in Warranty |  |  |  |  |  |  |
| 3. | Technical Services |  |  |  |  |  |  |  |
| 3.1 | Sr. Systems Analyst |  |  |  |  |  |  |  |
| 3.2 | Sr. Programmer |  |  |  |  |  |  |  |
| 3.3 | Sr. Network Specialist, ….. etc. |  |  |  |  |  |  |  |
| 4. | Telecommunications costs [to be detailed] |  |  |  |  |  |  |  |
| 5. | [Identify other recurrent costs as may apply] |  |  |  |  |  |  |  |
|  | Annual Subtotals: |  |  |  |  |  |  | - - |
| Cumulative Subtotal (to *[ insert:* ***currency***] entry for *[ insert:* ***line item*** *]* in the Recurrent Cost Summary Table) | | | | | | | |  |

|  |  |  |
| --- | --- | --- |
| Name of bidder: |  |  |
|  |  |  |
| Authorized Signature of bidder: |  |  |
|  |  |  |

Bidder Information Form

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

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

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

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

|  |
| --- |
| 1. bidder’s Legal Name *[insert bidder’s legal name]* |
| 2. In case of JV, legal name of each party: *[insert legal name of each party in JV]* |
| 3. bidder’s actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 4. bidder’s Year of Registration: *[insert bidder’s year of registration]* |
| 5. bidder’s Legal Address in Country of Registration: *[insert bidder’s legal address in country of registration]* |
| 6. bidder’s Authorized Representative Information  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*   Articles of Incorporation or Registration of bidders’ legal name named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.   * In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. |

Joint Venture Partner Information Form

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

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

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

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

|  |
| --- |
| 1. bidder’s Legal Name: *[insert bidder’s legal name]* |
| 2. JV’s Party legal name: *[insert JV’s Party legal name]* |
| 3. JV’s Party Country of Registration: *[insert JV’s Party country of registration]* |
| 4. JV’s Party Year of Registration: *[insert JV’s Part year of registration]* |
| 5. JV’s Party Legal Address in Country of Registration: *[insert JV’s Party legal address in country of registration]* |
| 6. JV’s Party Authorized Representative Information  Name: *[insert name of JV’s Party authorized representative]*  Address: *[insert address of JV’s Party authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Party authorized representative]*  Email Address: *[insert email address of JV’s Party authorized representative]* |
| 7. Attached are copies of original documents of:*[check the box(es) of the attached original documents]*   Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. |

Form CON – 2

Historical contract Non-Performance, and Pending Litigation

***This form should be used only if the information submitted at the time of prequalification requires updating***

bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ref No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 contract non-performance did not occur since 1st January *[insert year]*  🞎 contract(s) not performed since 1st January *[insert year]* | | | |
| **Year** | **Non- performed portion of contract** | **contract Identification** | **Total contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 No pending litigation | | | |
| 🞎 Pending litigation | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Year of dispute** | **Amount in dispute (currency)** | **contract Identification** | **Total contract Amount (currency), USD Equivalent (exchange rate)** |
|  |  | contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |

Form FIN – 3.1

Financial Situation and Performance

bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ref No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

* + - 1. **Financial data**

***(This form should be used only if the information submitted at the time of prequalification requires updating)***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Financial information in**  **(currency)** | **Historic information for previous** *\_\_\_\_\_\_\_\_\_years,*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  **(amount in currency, currency, exchange rate, USD equivalent)** | | | | |
|  | Year 1 | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Total Equity/Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities |  |  |  |  |  |

* + - 1. **Sources of Finance**

Specify sources of finance to meet the cash flow requirements on ICT System currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (US$ equivalent)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
|  |  |  |

* + - 1. **Financial documents**

The bidder and its parties shall provide copies of financial statements to demonstrate that they continue to meet the financial requirements at the time of prequalification.

The financial statements shall:

(a) reflect the financial situation of the bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

🞎 Attached are copies of financial statements[[9]](#footnote-9) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN - 3.2

Average Annual Turnover

***(This form should be used only if the information submitted at the time of prequalification requires updating)***

bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ref No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Annual turnover data** | | |
| **Year** | **Amount**  **Currency** | | **Exchange rate** | **USD equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| Average Annual Turnover |  | |  |  |

Form EXP - 4.1

General Experience

bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ref No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| Starting  Year | Ending  Year | contract Identification | Role of  bidder |
|  |  | contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the ICT System performed by the  bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the ICT System performed by the  bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the ICT System performed by the  bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

Form EXP - 4.2(a)

**Specific Experience**

bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ref No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Similar contract No.** | **Information** | | | | |
| contract Identification |  | | | | |
| Award date |  | | | | |
| Completion date |  | | | | |
| Role in contract | Prime Bidder 🞎 | | Member in  JV  🞎 | Management Bidder  🞎 | Sub-Bidder 🞎 |
| Total contract Amount |  | | | US$ | |
| If member in a JV or sub-Bidder, specify participation in total contract amount |  |  | |  | |
| Employer's Name: |  | | | | |
| Address:  Telephone/fax number  E-mail: |  | | | | |

**Form EXP - 4.2(a) (cont.)**

**Specific Experience (cont.)**

|  |  |
| --- | --- |
| **Similar contract No.** | **Information** |
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III: |  |
| 1. Amount |  |
| 2. Physical size of required ICT System items |  |
| 3. Complexity |  |
| 4. Methods/Technology |  |
| 5. Rate for key activities |  |
| 6. Other Characteristics |  |

Form EXP - 4.2(b)

Experience in Key Activities

bidder's Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*bidder's JV Member Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Sub-Bidder's Name[[10]](#footnote-10) (as per ITB Clause 35): *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Ref No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

All Sub-contractors for key activities must complete the information in this form as per ITB Clause 35 and Section III, Evaluation and Qualification Criteria.

1. Key Activity No One: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  | **Information** | | | | |
| --- | --- | --- | --- | --- | --- |
| contract Identification |  | | | | |
| Award date |  | | | | |
| Completion date |  | | | | |
| Role in contract | Prime Bidder  🞎 | Member in  JV  🞎 | | Management Bidder  🞎 | Sub-Bidder  🞎 |
| Total contract Amount |  | | | US$ | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract  (i) | | Percentage  participation  (ii) | | Actual Quantity Performed  (i) x (ii) |
| Year 1 |  | |  | |  |
| Year 2 |  | |  | |  |
| Year 3 |  | |  | |  |
| Year 4 |  | |  | |  |
| Employer’s Name: |  | | | | | |
| Address:  Telephone/fax number  E-mail: |  | | | | | |

|  |  |
| --- | --- |
|  | **Information** |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

2. Activity No. Two

3. …………………

|  |
| --- |
| Personnel |

***Form PER -1***

1. ***Proposed Personnel***

*bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.*

|  |  |
| --- | --- |
| ***1.*** | ***Title of position\**** |
|  | ***Name*** |
| ***2.*** | ***Title of position\**** |
|  | ***Name*** |
| ***3.*** | ***Title of position\**** |
|  | ***Name*** |
| ***4.*** | ***Title of position\**** |
|  | ***Name*** |

*\*As listed in Section III.*

***Form PER-2***

1. ***Resume of Proposed Personnel***

|  |  |  |
| --- | --- | --- |
| ***Name of bidder*** | | |
| ***Position*** | | |
| ***Personnel information*** | ***Name*** | ***Date of birth*** |
|  | ***Professional qualifications*** | |
| ***Present employment*** | ***Name of Employer*** | |
|  | ***Address of Employer*** | |
|  | ***Telephone*** | ***Contact (manager / personnel officer)*** |
|  | ***Fax*** | ***E-mail*** |
|  | ***Job title*** | ***Years with present procuring entity*** |

*Summarize professional experience over the last [procuring entity to insert number of years up to a maximum of 20] years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.*

| ***From*** | ***To*** | ***Company / Project / Position / Relevant technical and management experience*** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Technical Capabilities

|  |
| --- |
| Name of bidder or partner of a Joint Venture |

The bidder shall provide adequate information to demonstrate clearly that it has the technical capability to meet the requirements for the ICT System. With this form, the bidder should summarize important certifications, proprietary methodologies, and/or specialized technologies that the bidder proposes to utilize in the execution of the contract or Contracts.

Manufacturer’s Authorization

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

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

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

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

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of contract, with respect to the ICT System offered by the above firm.

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

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

Title: *[insert title]*

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

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

Subcontractor’s Agreement

Note: This agreement should be written on the letterhead of the Subcontractor and be signed by a person with the proper authority to sign documents that are binding on the Subcontractor.

Invitation for bids Title and No.: [procuring entity insert: Ref Title and Number]

To: [procuring entity insert: procuring entity’s Officer to receive the Subcontractor’s Agreement]

WHEREAS [ insert: Name of Subcontractor ], having head offices at [ insert: address of Subcontractor ], have been informed by [ insert: name of bidder or Joint Venture ] located at [ insert: address of bidder or Joint Venture ] (hereinafter, the “bidder”) that it will submit a bid in which [ insert: Name of Subcontractor ] will provide [ insert: items of supply or services provided by the Subcontractor ]. We hereby commit to provide the above-named items, in the instance that the bidder is awarded the contract.

Name [insert: Name of Officer] in the capacity of [insert: Title of Officer]

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of: [insert: Name of Subcontractor]

Dated this [ insert: ordinal] day of [ insert: month], [ insert: year].

[add Corporate Seal (where appropriate)]

List of Proposed Subcontractors

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Item** | **Proposed Subcontractor** | **Place of Registration & Qualifications** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

Intellectual Property Forms

Notes to bidders on working with the Intellectual Property Forms

In accordance with ITB 11.1(j), bidders must submit, as part of their bids, lists of all the Software included in the bid assigned to one of the following categories: (A) System, General-Purpose, or Application Software; or (B) Standard or Custom Software. bidders must also submit a list of all Custom Materials. These categorizations are needed to support the Intellectual Property in the GCC and SCC.

Software List

|  | **(select one per item)** | | | **(select one per item)** | |
| --- | --- | --- | --- | --- | --- |
| **Software Item** | **System Software** | **General-Purpose Software** | **Application Software** | **Standard Software** | **Custom Software** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

List of Custom Materials

|  |
| --- |
| **Custom Materials** |
|  |
|  |
|  |
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|  |

Conformance of ICT System

Format of the Technical bid

*In accordance with ITB 16.2, the documentary evidence of conformity of the ICT System to the bidding documents includes (but is not restricted to):*

*(a). The bidder’s Preliminary Project Plan, including, but not restricted, to the topics specified in the BDS ITB 16.2. The Preliminary Project Plan should also state the bidder’s assessment of the major responsibilities of the procuring entity and any other involved third parties in System supply and installation, as well as the bidder’s proposed means for coordinating activities by each of the involved parties to avoid delays or interference.*

*(b). A written confirmation by the bidder that, if awarded the contract, it shall accept responsibility for successful integration and interoperability of all the proposed Information Technologies included in the System, as further specified in the Technical Requirements.*

*(c). Item-by-Item Commentary on the Technical Requirements demonstrating the substantial responsiveness of the overall design of the System and the individual Information Technologies, goods, and services offered to those Technical Requirements.*

*In demonstrating the responsiveness of its bid, the bidder must use the Technical Responsiveness Checklist (Format). Failure to do so increases significantly the risk that the bidder’s Technical bid will be declared technically non-responsive. Among other things, the checklist should contain explicit cross-references to the relevant pages in supporting materials included the bidder’s Technical bid.*

*Note: The Technical Requirements are voiced as requirements of the Bidder and/or the System. The bidder’s response must provide clear evidence for the evaluation team to assess the credibility of the response. A response of “yes” or “will do” is unlikely to convey the credibility of the response. The bidder should indicate that – and to the greatest extent practical – how the bidder would comply with the requirements if awarded the contract. Whenever the technical requirements relate to feature(s) of existing products (e.g., hardware or software), the features should be described and the relevant product literature referenced. When the technical requirements relate to professional services (e.g., analysis, configuration, integration, training, etc.) some effort should be expended to describe how they would be rendered – not just a commitment to perform the [cut-and-paste] requirement. Whenever a technical requirement is for the Bidder to provide certifications (e.g., ISO 9001), copies of these certifications must be included in the Technical bid.*

*Note: The Manufacture’s Authorizations (and any Subcontractor Agreements) are to be included in Attachment 2 (bidder Qualifications), in accordance with and ITB 15.*

*Note: As a matter of practice, the contract cannot be awarded to a bidder whose Technical bid deviates (materially) from the Technical Requirements – on any Technical Requirement. Such deviations include omissions (e.g., non-responses) and responses that do not meet or exceed the requirement. Extreme care must be exercised in the preparation and presentation of the responses to all the Technical Requirements.*

*(d). Supporting materials to underpin the Item-by-item Commentary on the Technical Requirements (e.g., product literature, white-papers, narrative descriptions of technical approaches to be employed, etc.). In the interest of timely bid evaluation and contract award, bidders are encouraged not to overload the supporting materials with documents that do not directly address the procuring entity’s requirements.*

*(e). Any separate and enforceable contract(s) for Recurrent Cost items which the BDS ITB 17.2 required bidders to bid.*

*Note: To facilitate bid evaluation and contract award, bidders encouraged to provide electronic copies of their Technical bid – preferably in a format that the evaluation team can extract text from to facilitate the bid clarification process and to facilitate the preparation of the bid Evaluation Report.*

Technical Responsiveness Checklist (Format)

|  |  |
| --- | --- |
| **Tech.  Require.  No. \_** | **Technical Requirement:**  **[ insert: abbreviated description of Requirement]** |
| **bidder’s technical reasons supporting compliance:** | |
| **bidder’s cross references to supporting information in Technical bid:** | |

Bid Security (Guarantee)

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

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[procuring entity’s Name, and Address of Issuing Branch or Office]*

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

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

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

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

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

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:

* + - * 1. has materially modified or withdrawn its bid during the period of bid validity specified by the bidder in the Letter of Bid; or
        2. if a bidder does not accept a correction of errors in accordance with ITB Clause 30.4; or
        3. 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]*[[11]](#footnote-11) *[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:

1. materially modifies or withdraws its bid during the period of bid validity specified in the Letter of Bid; or
2. if a bidder does not accept a correction of errors in accordance with ITB Clause 30.4; or
3. having been notified of the acceptance of its bid by the procuring entity during the period of bid validity or any extension provided by the Principal; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to bidders of the procuring entity’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the bid validity as stated in the Invitation to bid or extended by the Principal at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Signature) (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)]*

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

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

To: *[complete name of procuring entity]*

We, the undersigned, declare that:

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

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

1. have materially modified or withdrawn our bid during the period of bid validity specified in the Letter of Bid; or
2. if a bidder does not accept a correction of errors in accordance with ITB Clause 30.4; or
3. 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 – Technical Requirements

# Section V. Technical Requirements

**Requirements of the ICT System**

**(including Technical Requirements, Implementation Schedule, System Inventory Tables, Background and Informational Materials)**

***Notes on preparing the Requirements of the ICT System***

*The Requirements of the ICT System comprise four significant and closely related subsections:*

* *Technical Requirements*
* *Implementation Schedule*
* *System Inventory Tables*
* *Background and Informational Materials*

*Each subsection is presented and discussed separately*

**Technical Requirements**

*Notes on preparing the Technical Requirements*

*The Technical Requirements – in combination with the Implementation Schedule and the supporting System Inventory Tables – state the bidder’s obligations to design, supply and install the ICT System and, as such, should be “voiced” to the Bidder (i.e., “The System MUST …” “The Bidder MUST …”). They form the contractual basis for the procuring entity-Bidder interactions on technical matters (in combination with refinements introduced through the Bidder’s bid, the Project Plan, and any Change Orders).*

*The Technical Requirements also must include all the technical details that bidders will need to prepare realistic, responsive, and competitive bids (i.e., covering all their obligations under the contract if so awarded). However, matters addressed to the bidder’s (i.e., before contract award) generally belong in the Format of the Technical bid Section 8 of Part 1.*

*Often Technical Requirements are based on either consultant’s project proposals (voiced to the procuring entity’s management) or bids from previous procurements (voiced to the procuring entity). In both instances, care needs to be taken in converting these materials into Technical Requirements (voiced to the Bidder). Otherwise, substantial ambiguity will be introduced into the Technical Requirements from, among other things, “aspirational” text suggesting the benefits (to the procuring entity) which are often not obligations that the Bidder can deliver on or be held to deliver upon. bid based language will often include “sales pitches”, such as “expandability up to sixteen processors”, whereas the Technical Requirements need to be stated as threshold values to be cleared by the Bidder (e.g., “expandability to at least sixteen processors”).*

*Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements may be specified to enable evaluation of such a requirement on a pass/fail basis and/or rated criteria (point system), as appropriate.*

*To the greatest extent possible, the Technical Requirements should be expressed in terms of the procuring entity’s business activities, rather than a technological design. This leaves it up to the market to determine what specific Information Technologies can best satisfy these business needs. This is particularly relevant where the ICT System will embody complex business logic in the form of application software.*

*Even in the case of a relatively straight-forward ICT System, where the business needs can be clearly linked to technological and methodological requirements known in advance of any bidding, the requirements must still be vendor-neutral and admit the widest possible range of technical responses.*

*Accordingly, references to brand names, catalog numbers, or other details that limit the source of any item or component to a specific manufacturer should be avoided. Where such references are unavoidable, the words “or substantially equivalent” should be added to permit bidders to bid equivalent or superior technologies. (The procuring entity will need to be ready to indicate how this equivalence will be assessed.) Only in the most exceptional circumstances may bidders be required to offer brand-name items and the equivalency clause be omitted:*

*(a) a brand-name component appears to have no equivalent or superior alternative, because: of its unique ability to reliably interoperate with a relatively large base of existing technologies; to conform with the procuring entity’s adopted technological standards; and to offer overwhelming savings in terms of avoided costs for retraining, data conversion, macro / business template redevelopment, etc.; and*

*(b) such brand-name components are the absolute fewest possible and each component has been explicitly identified in the Bid Data Sheet for ITB 16.3.*

*Similarly, where national standards or codes of practice are specified, the procuring entity should include a statement that other national or international standards “that are substantially equivalent” will also be acceptable.*

*To help ensure comparable bids and ease contract execution, the procuring entity’s requirements must be stated as clearly as possible, with minimum room for differing interpretations. Thus, wherever possible, technical requirements should include definitive characteristics and quantifiable measures. If technical characteristics in a specific range, or above or below specific thresholds, are required, then these should be clearly specified. For example, the expandability of a server should be stated as “no less than four processors.” Technical specifications that state only “four processors” create unnecessary uncertainty for bidders regarding whether or not, for example, a server that could be expanded up to six processor boards would be technically responsive.*

*Quantitative technical specifications must, however, be employed with care. They can dictate technical architectures and, thus, be unnecessarily restrictive. For example, a quantitative requirement for the minimum width of the data path in a processor may be unnecessarily restrictive. Instead, a specification of a required level of standard performance benchmark test is more appropriate, allowing different technical approaches to achieving the procuring entity’s functional and performance objectives. In general, the procuring entity should try to use widely accepted direct measures of performance and functionality whenever possible and carefully review specifications for those that might dictate technical architectures.*

*It is important that the Technical Requirements clearly identify which are mandatory features (for which a bid’s nonconformance might require rejection for non-responsiveness) and which are preferable features that can be included or excluded from a bid at the bidder’s option. To enhance the clarity of the specifications, the procuring entity is advised to use the word “MUST” (in bold capitals) in sentences describing mandatory requirements. A clear requirement numbering scheme is also essential.*

*The following presents a sample outline format for the Technical Requirements Section. This can and should be adapted to meet the procuring entity’s needs for the specific ICT System to be procured.*

**Technical Requirements**

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**A. Acronyms Used in The Technical Requirements**

**0.1 Acronym Table**

**Note**: Compile a table of organizational and technical acronyms used in the Requirements. This can be done, for example, by extending the following table.

|  | Term | Explanation |
| --- | --- | --- |
|  |  |  |
|  | bps | bits per second |
|  | cps | characters per second |
|  | DBMS | Database Management System |
|  | DOS | Disk Operating System |
|  | dpi | dots per inch |
|  | Ethernet | IEEE 802.3 Standard LAN protocol |
|  | GB | gigabyte |
|  | Hz | Hertz (cycles per second) |
|  | IEEE | Institute of Electrical and Electronics Engineers |
|  | ISO | International Standards Organization |
|  | KB | kilobyte |
|  | kVA | Kilovolt ampere |
|  | LAN | Local area network |
|  | lpi | lines per inch |
|  | lpm | lines per minute |
|  | MB | megabyte |
|  | MTBF | Mean time between failures |
|  | NIC | Network interface card |
|  | NOS | Network operating system |
|  | ODBC | Open Database Connectivity |
|  | OLE | Object Linking and Embedding |
|  | OS | Operating system |
|  | PCL | Printer Command Language |
|  | ppm | pages per minute |
|  | PS | PostScript -- Adobe page description language |
|  | RAID | Redundant array of inexpensive disks |
|  | RAM | Random access memory |
|  | RISC | Reduced instruction-set computer |
|  | SCSI | Small Computer System Interface |
|  | SNMP | Simple Network Management Protocol |
|  | SQL | Structured Query Language |
|  | TCP/IP | Transmission Control Protocol / Internet Protocol |
|  | V | Volt |
|  | WLAN | Wireless LAN |

**B. Functional, Architectural and Performance Requirements**

**1.1 Legal and Regulatory Requirements to be met by the ICT System**

1.1.1 The ICT System MUST comply with the following laws and regulations:

1.1.1.1 *[as appropriate, summarize:* ***each relevant legal code and regulations that govern the business processes and procedures that will be automated with the ICT System****;]*

**Note**: If appropriate, prepare a subsection with the relevant legal codes and regulations to be included in the Background and Informational Materials and reference these materials.

**1.2 Business Function Requirements to be met by the ICT System**

1.2.1 The ICT System MUST support the following business functions

1.2.1.1 *[describe, at the appropriate level of detail for the ICT System being supplied and installed:* ***each specific business processes and procedures that will be automated by the ICT System****.]*

*Note: These business process descriptions may be textual as well as presented in a formal system analysis formats (e.g., process model and data model, use-case model, entity-relation diagrams, swim-lane diagrams, etc.)*

*As appropriate, prepare a subsection for the Background and Informational Materials with samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the ICT System will need to implement; reference these materials.*

**1.3 Architectural Requirements to be met by the ICT System**

1.3.1 The ICT System MUST be supplied and configured to implement the following architecture.

1.3.1.2 Software Architecture: *[specify:* ***features (use diagrams as appropriate)****]*.

1.3.1.2 Hardware Architecture: *[specify:* ***features (use diagrams as appropriate)****]*.

**1.4 Systems Administration and Management Functions Required to be met by the ICT System**

1.4.1 The ICT System MUST provide for the following management, administration, and security features at the overall System level in an integrated fashion.

1.4.1.2 Installation, Configuration and Change Management: *[specify:* ***features****]*.

1.4.1.3 Operational Monitoring, Diagnostics, and Troubleshooting: *[specify:* ***features****]*.

1.4.1.4 User Administration and Access Control; User and Usage Monitoring and Audit Trails: [*specify:* ***features****]*

1.4.1.5 System and Information Security and Security Policies: [*specify:* ***features****]*

1.4.1.6 Back-up and Disaster-Recovery: [*specify:* ***features****]*

**1.5 Performance Requirements of the ICT System**

1.5.1 The ICT System MUST reach the following performance levels.

1.5.1.1 *[ describe, at the appropriate level of detail for the particular ICT System being supplied and installed:* ***each relevant throughput and/or response times for specific business processes and procedures automated by the System****; also describe: in business process terms,* ***the relevant conditions under which the System must achieve these performance standards*** *(e.g., the number of concurrent users, type of transactions, type and quantity of business data that the System must process in achieving these performance standards, etc.)  ]*

*Note: Whenever feasible, business functions should be stated and used as the basis for performance specifications. Relying solely on technological requirements can inadvertently restrict competition.*

**C. Service Specifications – Supply & Install Items**

**2.1 System Analysis, Design and Customization/Development**

2.1.1 The Bidder MUST perform the following Analysis and Design activities using a formal system analysis/development methodology with the following key activities and design deliverables.

2.1.1.1 Detailed Analysis: *[for example, specify:* ***System Design Document; System Requirements Specification; Interface Requirements Specification); Software/System Test Descriptions; Software/System Test Plan****, etc.]*

2.1.1.2 Physical Design: [*for example, specify:* ***Software Design Description; Interface Design Document; Database Design Document****; etc.]*

*2.1.1.3 Integrated System: [for example, specify:* ***User’s Manual; Operations Manual; Source Code; CASE Files;*** *etc****.]***

**2.2 Software Customization / Development**

2.1.1 The Bidder MUST perform Software Customization / Development using a formal software development methodology with the following characteristics and/or with the following technologies and/or tools.

2.1.1.1 *[for example, describe:* ***Software Development Method*** *(e.g., Cascade, Rapid Application Development;* ***and/or Open Standards*** *(e.g., Java, XML, etc.);* ***and/or CASE tools****, etc.]*

**2.3 System Integration (to other existing systems)**

2.3.1 The Bidder MUST perform the following Integration services *[ for example, describe:* **existing information systems** *(as appropriate, reference the relevant subsection of the Background and Informational Materials Section containing any detailed description of existing systems); and specify:* ***technical and functional level of integration with the ICT System****.]*

**2.4 Training and Training Materials**

2.4.1 The Bidder MUST provide the following Training services and Materials.

2.4.1.1 User: *[for example, specify:* ***minimum curricula, modes of training, modes of testing, and training materials for: the introduction to computers, the operation of the relevant equipment incorporated in the System, as well as the operation of the Software applications incorporated in the System;*** *as appropriate, reference the relevant subsection in the Background and Informational Material Section containing any detailed information regarding the available training facilities; etc.]*

2.4.1.2 Technical: [*for example, specify:* ***minimum curricula, modes of training, modes of testing (e.g., certification levels), training materials and training locations for: the key technology and methodology components of the ICT System****; etc.]*

2.4.1.3 Management: [*for example, specify:* ***minimum curricula, modes of training, modes of testing, training materials and training locations for: the familiarization with the functionality, technology and methodology components of the ICT System, corporate management of information systems****; etc.]*

**2.5 Data Conversion and Migration**

2.5.1 The Bidder MUST provide services and tools to perform the following Data Conversion and Migration services: [*for example, specify:* ***volume of data; type, structure, and media of data; timing of conversion; quality assurance and validation methods****; etc.]*

**2.6 Documentation Requirements**

2.6.1 The Bidder MUST prepare and provide the following Documentation.

2.6.1.1 End-User Documents: [*for example, specify:* ***type(s) of end-user documents; language; content; formats; quality control and revision management; medium; reproduction and distribution methods****; etc.]*

2.6.1.2 Technical Documents: *[ for example, specify:* ***type(s) of technical documents; language; content; formats; quality control and revision management; medium;, reproduction and distribution methods****; etc.]*

**2.7 Requirements of the Bidder’s Technical Team**

2.7.1 The Bidder MUST maintain a technical team of the following roles and skill levels during the Supply and Installation Activities under the contract:

2.7.1.1 Project Team Leader: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.2 *[ specify:* ***Business Area****]* Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,****; etc.]*

2.7.1.3 System Analyst: *[for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.4 Database Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.5 Programming Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.6 System Administration / Security Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.7 Computer Hardware Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.8 Network and Communications Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.9 Training Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

2.7.1.10 Documentation Specialist: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

**D. Technology Specifications – Supply & Install Items**

**3.0 General Technical Requirements**

3.0.1 Language Support: All information technologies must provide support for the *[insert:* ***either national or business language(s) of the end-user(s)****].* Specifically, all display technologies and software must support the ISO *[insert:* ***character set number****]* character set and perform sorting according to *[insert:* ***appropriate standard method****].*

3.0.2 Electrical Power: All active (powered) equipment must operate on *[specify:* ***voltage range and frequency range****, e.g., 220v +/- 20v, 50Hz +/- 2Hz].* All active equipment must include power plugs standard in Jamaica*.*

3.0.3 Environmental: Unless otherwise specified, all equipment must operate in environments of *[ specify,* ***temperature, humidity, and dust conditions****, e.g., 10-30 degrees centigrade, 20-80 percent relative humidity, and 0-40 grams per cubic meter of dust].*

3.0.4 Safety:

3.0.4.1 Unless otherwise specified, all equipment must operate at noise levels no greater than *[insert:* ***maximum number****, e.g., 55]* decibels.

3.0.4.2 All electronic equipment that emits electromagnetic energy must be certified as meeting *[insert:* ***emission standard****, e.g., US FCC class B or END 55022 and END 50082-1],* or equivalent, emission standards.

**3.1 Computing Hardware Specifications**

3.1.1 Processing Unit Type 1: [*specify:* ***name of******processing unit and technical function*** *(e.g., Central Database Server)]:*

3.1.1.1 Processing unit performance: As configured for the bid, the processing unit MUST, at a minimum,

(a) Achieve *[specify:*  ***standard benchmark test or tests and minimum performance levels****, for example, “SPEC CPU2006 rating”]*

*(Or, for PCs)*

Achieve a minimum performance equal to a score of *[specify:* ***score****]* under the benchmark *[specify:* ***benchmark****, for example “Sylmar 2007 Rating”]*

(b) Provide input-output performance, as follows *[specify:* ***minimum input-output performance levels*** *(e.g., data bus transfer rates; standard peripheral interfaces; minimum number of concurrent terminal sessions, etc.)]*

3.1.1.2 Processor expandability: [*for example, specify:* ***minimum acceptable number of processors****;* ***minimum acceptable levels of performance****;* ***minimum acceptable degree of expandability for processors*** */* ***performance****,* ***relative to bid configuration****;* ***minimum acceptable number of internal Subsystem expansion slots****; etc.,]*

3.1.1.3 Processor memory and other storage: *[for example, specify:*  ***main memory; cache memory; disk storage; tape storage; optical drives****; etc.]*

*Note: If the upgrade requirements over the next few years for processing power, memory, etc., are reasonably well known at the time the bidding documents are to be issued, the procuring entity may wish to incorporate these requirements in the Recurrent Cost Table and possibly include them in the Contract Price. This will subject them to competition and provide a way contractually to control future price increases. This approach reserves for the procuring entity the option of including upgrades in the contract, even if upgrades are not needed in the end. An SCC needs to be included clarifying how upgrades will be treated in the final contract.*

3.1.1.4 Processing unit fault tolerance: *[for example, specify:* ***error checking; failure detection, prediction, reporting, and management; redundant power supplies and other modules; “hot-swappable modules****”; etc.]*

3.1.1.5 Processing unit management features: *[for example, specify:* ***features and supported standards; local and remote management****; etc.]*

3.1.1.6 Processing unit input and output devices: *[for example, specify:* ***network interfaces and controllers; display; keyboard; mouse; bar-code, smart-card, and identification-card readers; modems; audio and video interfaces and devices****; etc.]*

3.1.1.7 Other processing unit features: *[for example, specify:* ***power-saving features; battery life for portable equipment****; etc.]*

3.1.2 Processing Unit Type 2: [*specify:* ***name of******processing unit and technical function*** *(e.g., General Purpose Workstation)]:*

**3.2 Network and Communications Specifications**

3.2.1 Local Area Network:

3.2.1.1 Equipment and software: *[for example, specify: as appropriate, for each type of equipment and software:* ***protocols supported; performance levels; expandability, fault tolerance, administration, management and security features****; etc.]*

3.2.1.2 Cabling: *[ for example, specify:* ***cable type(s); topology(ies); cable protectors, channels and other installation standards (e.g., ANSI / EIA / TIA 598); cable labeling schemes, references to premises drawing****s; etc.]*

3.2.2 Wide-Area Network:

3.2.2.1 Equipment and software: *[for example, specify:* ***protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features****; etc.]*

3.2.2.2 Telecommunications services: *[ for example, specify:* ***media; capacity; protocols supported; performance levels; expandability; fault tolerance; administration, management, and security features****; etc.]*

3.2.3 Other Communications Equipment: *[for example, specify:* ***modems; facsimile devices; modem and facsimile servers****, etc.]*

3.2.4 Video Conferencing/Congress Equipment:

**3.3 Ancillary Hardware Specifications**

3.3.1 Shared Data Storage Devices: *[specify:*  ***disk; tape; optical storage devices, including capacities, interfaces, hardware-based administration/diagnostics/failover****, etc.]:*

3.3.2 Shared Output and Input Devices:

3.3.2.1 General Requirements: Unless otherwise specified, all shared output and input devices must be capable of handling A4 standard sized paper.

3.3.2.2 Printers: *[for example, specify:* ***high-speed, high-quality printer; standard-speed, high-quality printer; high-speed, large-format (A3) printer; color, high-quality printer, video and output devices****; etc.]*

3.3.2.3 Scanners: *[for example, specify:* ***scanner resolution; paper- / film-handling features; speed****; etc.]*

3.3.3 Power Conditioning Devices:

3.3.3.1 Uninterruptable Power Supplies: *[ for example, specify:* ***output power delivery and duration capacity, power filtering capacity, battery features, interfaces, device management diagnostics and failover features****, etc.]*

3.3.4 Specialized Furnishing/Equipment:

3.3.4.1 Equipment Cabinets/Racks: *[for example, specify:* ***size, capacity, physical access and access control, ventilation and environmental control features****, etc.]*

3.3.4.2 Environment Control Equipment: *[for example, specify:* ***air conditioning units; humidity control equipment; etc****.]*

3.3.4.3 Physical Access Control Equipment: *[for example, specify:* ***door entry controls; intrusion detection; video surveillance****, etc.]*

3.3.4.3 Logical Access Control Equipment: *[for example, specify:* ***secure identity tokens; token readers****, etc.]*

**3.4 Standard Software Specifications**

3.4.1 System Software and System-Management Utilities:

3.4.1.1 Processing unit type 1: *[for example, specify:* ***operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools****; etc.]*

3.4.1.2 Processing unit type 2: *[for example, specify:* ***operating system; back-up, optimization, anti-virus, and other utilities; systems administration, maintenance, and troubleshooting tools****; etc.]*

3.4.2 Networking and Communications Software: [*for example, specify:* ***protocols, media and equipment to be supported; network services, management and administration features; security and failure management features****; etc.]*

3.4.3 General-Purpose Software: *[for example, specify:* ***office automation software; programming tools and libraries****; etc.]*

3.4.4 Database Software and Development Tools: *[for example, specify:* ***database and database management feature; development tools and environments****; etc.]*

3.4.5 Business Application Software: [*for example, specify:* ***specific business functions to be supported in native code; application management feature; customization options and tools****; etc.]*

**3.5 Consumables**

3.5.1 Printer Ink / Toner – Printer Type 1:

**3.6 Other Non-IT goods**

3.6.1 Workstation Desks:

3.6.2 Photocopiers:

3.6.3 Specialized Mechanical Systems – Datacenter *[for example, specify:* ***raised floor system, electrical distribution subsystem****, etc.]*

**E. Testing and Quality Assurance Requirements**

**4.1 Inspections**

4.1.1 Factory Inspections: [*if any, specify:*  ***the items, criteria, and methods to be employed by the procuring entity, or its agent, during factory inspections of the Information Technologies and other goods prior to their shipment to the site(s)****.]*

4.1.2 Inspections following delivery: [*if any, specify:*  ***the items, criteria, and methods to be employed by the procuring entity, or its agent, upon delivery and unpacking of the Information Technologies and other goods to the Site(s)****.]*

**4.2 Pre-commissioning Tests**

4.2.0 In addition to the Bidder’s standard check-out and set-up tests, the Bidder (with the assistance of the procuring entity) must perform the following tests on the System and its Subsystems before Installation will be deemed to have occurred and the procuring entity will issue the Installation Certificate(s) (pursuant to GCC Clause 26 and related SCC clauses).

4.2.1 *[specify: Subsystem 1 (as defined in the Site Table[s] attached to the Implementation Schedule) specify:*  ***tests, test conditions, success criteria****, etc.]*

4.2.2 *[specify: Subsystem 2 (as defined in the Site Table{s}) specify:*  ***tests, test conditions, success criteria****, etc.]*

4.2. N The Entire System: Pre-commissioning Tests for the entire System are: *[specify:* ***tests, test conditions, success criteria****, etc.]*

**4.3 Operational Acceptance Tests**

4.3.0 Pursuant to GCC Clause 27 and related SCC clauses, the procuring entity (with the assistance of the Bidder) will perform the following tests on the System and its Subsystems following Installation to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.

4.3.1 *[specify: Subsystem 1 (as defined in the Implementation Schedule) specify:* ***tests, test conditions, success criteria****, etc.]*

4.3.2 *[specify: Subsystem 2 (as defined in the Implementation Schedule) specify:* ***tests, test conditions, success criteria****, etc.]*

4.3. N The Entire System: Pre-commissioning Tests for the entire System are: *[specify:* ***tests, test conditions, success criteria****, etc.]*

**Note:** The complexity of the Operational Acceptance Testing needed will vary in accordance with the complexity of the System being procured. For simpler ICT Systems Operational Acceptance Testing may simply consist of requiring a specified period of trouble-free System or Subsystem operation under normal operating conditions. For more complex Systems, Operational Acceptance testing will require extensive, clearly defined tests under either production or mock-production conditions.

**F. Service Specifications – Recurrent Cost Items**

**5.1 Warranty Defect Repair**

5.1.1 The Bidder MUST provide the following services under the contract or, as appropriate under separate contracts (as specified in the bidding documents).

5.1.1.1 Warranty Defect Repair Service: *[ for example, specify:* ***coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse****; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

**5.2 Technical Support**

5.2.1 The Bidder MUST provide the following services under the contract or, as appropriate under separate contracts (as specified in the bidding documents).

5.2.1.1User support / hot line: *[for example, specify:* ***coverage period; response time and problem resolution performance standards****; etc.]*

5.2.1.2 Technical Assistance: *[for example, specify:* ***categories of technical staff required; anticipated tasks and objectives; response-time performance standards****; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

5.2.1.3 Post-Warranty Maintenance services: *[ for example, specify:* ***coverage period; response time and problem-resolution performance standards; modes of service, such as on-site, on-call, or return to warehouse****; etc. (indicate how these may vary among hardware, software, network technologies, etc.)]*

**5.3 Requirements of the Bidder’s Technical Team**

5.3.1 The Bidder MUST provide a technical team to cover the procuring entity’s anticipated Post-Operational Acceptance Technical Assistance Activities Requirements (e.g., modification of the ICT System to comply with changing legislation and regulations) with the roles and skill levels that are specified below. The minimum expected quantities of inputs by the Bidder’s technical support team are specified in the relevant System Inventory Tables for Recurrent Cost Items.

5.3.1.1 System Analyst: *[for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

5.3.1.2 Database Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.]*

5.3.1.3 Programming Expert: [*for example, specify:* ***education/certifications, years’ experience in, demonstrated successful experience in,*** *etc.].*

***Note****: The specification may be used to develop bid prices for technical support Recurrent Costs. These may be included in the main contract or be subject to separate contracts. In either regard, to obtain meaningful and comparable bid prices, the procuring entity will need to specify the roles of the technical support team members in this section and indicate the quantities of the corresponding inputs in the Systems Inventory Tables for Recurrent Cost items.*

**Implementation Schedule**

**Notes on preparing the Implementation Schedule**

*The Implementation Schedule summarize when and where Installation, and Operational Acceptance should take place for all Subsystems and/or major components of the System, and for the overall System itself – as well as any other major contract milestones.*

*Note: The delivery date is not presented in the Implementation Schedule. Under Incoterms (current edition specified in the BDS) for CIP, Delivery refers to the date when the Bidder delivers the ICT System to the first carrier at the port of embarkation, not to the arrival of the ICT System at the destination site. Delivery (shipment) date therefore varies according to the country of origin of the ICT System and the Bidder's chosen method of transport.*

*The target dates need to be realistic and achievable in light of the capacity of both the average Bidder and the procuring entity to carry out their respective contract obligations. Also, the procuring entity must take care to ensure that the dates specified in the Schedule are consistent with any specified elsewhere in the bidding document, especially in the GCC/SCC (e.g., and/or times specified for the submission and acceptance of the Agreed Project Plan).*

*The work breakdown structure (deliverables) in the Implementation Schedule should be sufficiently detailed to facilitate careful management of the contract – but not so detailed that it unnecessarily constrains bidders from organizing the proposed work in the most efficient and effective manner.*

*To facilitate the bidding and the contract management processes, the Implementation Schedule, the System Inventory Tables and Schedule of Requirements should be closely linked. In particular, the Implementation Schedule defines the major deliverable Subsystems. For each Subsystem there should be a corresponding System Inventory Table or Tables. These System Inventory Tables catalog the specific items (inputs) comprising the Subsystem, as well as the quantities of each item required (for the supply and install cost items as well as the recurrent cost items). For each System Inventory Table there should be a corresponding Schedule of Requirements that closely mirrors the System Inventory Table. Careful development of these materials will greatly improve the changes of obtaining complete and comparable bids (and ease the bid evaluation process) as well as improving the likelihood that the procuring entity’s and Bidder’s interactions during contract execution are closely orchestrated (thus easing the burden of contract management and improving the likelihood of successful implementation of the ICT System).*

*The sample tables comprise:*

*(a) An Implementation Schedule Table;*

*(b) A Site Table(s); and*

*(c) A Table of Holidays and other Non-Working Days.*

*The procuring entity should modify these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text in the tables is illustrative only and should be modified or deleted as appropriate.*

*The timings stated in the Implementation Schedule should be specified in weeks from contract Effectiveness. This will ease the maintenance of the bidding documents during the preparation and bidding processes.*

*Where appropriate, the Implementation Schedule should indicate the deliverables against which Liquidated Damages may be applied in the event of implementation delays arising from the actions of the Bidder (as governed by the SCC and GCC clause 28). These milestones should be kept to the essential minimum needed by the procuring entity to ensure contract discipline by the Bidder – but not so many that they unnecessarily strain the procuring entity-Bidder relationship upon which the successful implementation of the ICT System will invariably depend.*

*The Site Table(s) catalog the physical location of the site(s) where the System is to be supplied, installed, and operated. The site(s) may consist of a number of branch offices in remote regions, different departments or offices in the same city, or a combination of these. The procuring entity must specify this information in sufficient detail so that bidders can accurately estimate costs related to:*

*(a) Delivery and insurance;*

*(b) Installation, including cabling and inter-building communications, etc.*

*(c) Perform support services, such as warranty defect repair, maintenance, and other technical support services; and*

*(d) Other related Service obligations the successful bidder will have to perform under the contract, including related travel and subsistence costs.*

*This information will also help bidders identify which site(s) may warrant a site visit during the period they are preparing their bids. If the System presents complex installation challenges, site layout drawings should be included in the Background and Informational Materials Section.*

**Table of Contents: Implementation Schedule**

[A. Implementation Schedule Table 104](#_Toc454958754)

[B. Site Table(s) 105](#_Toc454958755)

[C. Table of Holidays and Other Non-Working Days 106](#_Toc454958756)

**A. Implementation Schedule Table**

*[Specify* ***desired installation and acceptance dates for all items in Schedule below, modifying the sample line items and sample table entries as needed.****]*

| Line Item No. | Subsystem / Item | Configuration Table No. | Site / Site Code | Delivery (bidder to specify in the Preliminary Project Plan) | Installation (weeks from Effective Date) | Acceptance (weeks from Effective Date) | Liquidated Damages Milestone |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |
| 0 | Project Plan | - - | - - |  | - - | W\_ | no |
|  |  |  |  |  |  |  |  |
| 1 | Subsystem 1 | 1 | \_\_\_ |  | - - | - - | - - |
| : | etc. |  |  |  |  |  |  |
| x | Operational Acceptance of the System as an integrated whole | - - | all sites |  | - - | W\_\_ | yes |
|  |  |  |  |  |  |  |  |
| y | Recurrent Cost Items – Warranty Period | y | - - |  |  |  |  |

**Note:** Refer to the System Inventory Table(s) for the specific items and components that constitute the Subsystems or item. Refer to the Site Table(s) below for details regarding the site and the site code.

- - indicates not applicable. “Indicates repetition of table entry above.

**B. Site Table(s)**

*[Specify:* ***the detailed information regarding the site(s) at which the System is to be operated****]*

| Site Code | Site | City / Town / Region | Primary Street Address | Drawing Reference No. (if any) |
| --- | --- | --- | --- | --- |
| HQ | Headquarters |  |  |  |
|  |  |  |  |  |
| R1 | Region 1 |  |  |  |
| R1.1 | Region 1 Head Office |  |  |  |
| R1.2 | ABC Branch Office |  |  |  |
| R1.3 | DEF Branch Office |  |  |  |
|  |  |  |  |  |

**C. Table of Holidays and Other Non-Working Days**

*[Specify:* ***the days for each month for each year that are non-working days, due to Holidays or other business reasons (other than weekends).****]*

| Month | 20xy | 20xy+1 | 20xy+2 | .... |  |  | ... | 20zz |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |  |

**System Inventory Tables**

***Notes on preparing the System Inventory Tables***

*The System Inventory Tables detail:*

*(a) for each Subsystem (Deliverable) indicated in the Implementation Schedule, the Information Technologies, Materials, and other goods and services that comprise the System to be supplied and/or performed by the Bidder;*

*(b) the quantities of such Information Technologies, Materials, and other goods and services;*

*(c) the sites and the location of each on a specific site (e.g., building, floor, room, department, etc.)*

*(d) the cross references to the relevant section of the Technical Requirements where that item is described in greater detail*

*The procuring entity should modify these tables, as required, to suit the particulars of the System (and Subsystems) to be supplied and installed. The sample text provided for various sections of the tables is illustrative only and should be modified or deleted as appropriate.*

*There are two sample formats given for the System Inventory Tables: one for the Supply and Installation cost items and the second for recurrent cost items needed (if any). The second version of the table permits the procuring entity to obtain price information about items that are needed during the Warranty Period.*

**Table of Contents: System Inventory Tables**

[System Inventory Table (Supply and Installation Cost Items) 109](#_Toc448759416)

[System Inventory Table (Recurrent Cost Items) – Warranty Period 110](#_Toc448759417)

**System Inventory Table (Supply and Installation Cost Items) *[****insert****: identifying number]***

Line item number: [*specify:* ***relevant line item number from the Implementation Schedule (e.g., 1.1)]***

*[ as necessary for the supply and installation of the System, specify:* ***the detailed components and quantities in the System Inventory Table below for the line item specified above, modifying the sample components and sample table entries as needed.*** *Repeat the System Inventory Table as needed to cover each and every line item in the Implementation Schedule that requires elaboration.]*

| Component  No. | Component | Relevant Technical Specifications  No. | Additional Site Information (e.g., building, floor, department, etc.) | Quantity |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| 1. | Subsystem 1 |  | - - | - - |
| 1.1 | \_\_\_\_\_\_\_\_\_ |  |  | - - |
| : |  |  |  |  |
| 2. | Subsystem 2 |  |  | - - |
| 2.1 | \_\_\_\_\_\_\_\_\_\_\_ |  |  | - - |
| : |  |  |  |  |
|  |  |  |  |  |

**Note:** - - indicates not applicable. “indicates repetition of table entry above.

**System Inventory Table (Recurrent Cost Items) [***insert****: identifying number] –***

Line item number: [*specify:* ***relevant line item number from the Implementation Schedule (e.g., y.1)****]*

| Component  No. | Component | Relevant Technical Specifications No. | Y1 | Y2 | Y3 |
| --- | --- | --- | --- | --- | --- |
| 1. | Warranty Defect Repair |  | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price |
| 2. | Software/Firmware Licenses and Updates: |  | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price | all items, all sites, included in the Supply and Install Price |
| 3. | Technical services |  |  |  |  |
| 3.1 | Sr. Systems Analyst |  | 80 days | 40 days | 20 days |
| 3.2 | Sr. Programmer |  | 20 days | 40 days | 60 days |
| 3.3 | Sr. Network Specialist, …. etc. |  | - - | 20 days | 20 days |
|  | … |  |  |  |  |

**Note:** - - indicates not applicable. “indicates repetition of table entry above.

**Background and Informational Materials**

***Notes on Background and Informational Materials***

*This section of the bidding document provides a place to gather materials that the procuring entity believes will help bidders prepare more precisely targeted technical bids and more precise bid prices.*

*These materials MUST NOT introduce requirements for the ICT System. Rather they should assist bidders to interpret the Technical Requirements and the General and Specific Conditions of contract. For example, these Background and Informational Materials may describe existing information systems that the ICT System to be supplied and installed under the contract must integrate with. However, the specific requirement that the Bidder must integrate the ICT System with other systems needs to be stated in the Technical Requirements. Similarly, these Background and Informational Materials may describe the legal and regulatory norms (including for example statutory report formats) that are relevant to the ICT System. The Technical Requirements Section would need to spell out that the Bidder must ensure the ICT System complies with the relevant legal and regulatory norms.*

**Table of Contents: Background and Informational Materials**

[A. Background 113](#_Toc252363466)

[0.1 The procuring entity 113](#_Toc252363467)

[0.2 The procuring entity’s Business Objectives for the ICT System 113](#_Toc252363468)

[B. Informational Materials 113](#_Toc252363469)

[0.3 The Legal, Regulatory, and Normative Context for the ICT System 113](#_Toc252363470)

[0.4 Existing ICT Systems / Information Technologies Relevant to the ICT System 113](#_Toc252363471)

[0.5 Available Training Facilities to Support the Implementation of the ICT System 113](#_Toc252363472)

[0.6 Site Drawings and Site Survey Information Relevant to the ICT System 113](#_Toc252363473)

**Background and Informational Materials**

*Note: The following is only a sample outline. Entries should be modified, extended, and/or deleted, as appropriate for the particular System to be supplied and installed. DO NOT introduce requirements for the System in this section.*

**A. Background**

**0.1 The procuring entity**

0.1.1 *[ provide: an overview of the Agency’s legal basis, organizational role, and core objectives]*

0.1.2 *[ provide: an overview of the stakeholders to the ICT System]*

0.1.3 *[ provide: an overview of the procuring entity’s project management and decision-making arrangements applicable to the System and performance of the contract]*

**0.2 The procuring entity’s Business Objectives for the ICT System**

0.2.1 *[ provide: an overview of the current business objectives, procedures, and processes and how they will be affected by the System]*

0.2.2 *[ provide: an overview of the changes in objectives, procedures, and processes to be made possible by the System]*

0.2.3 *[ provide: a brief description of the expected benefits of the System]*

**B. Informational Materials**

**0.3 The Legal, Regulatory, and Normative Context for the ICT System**

0.3.1 *[ provide: an overview of the laws, regulations and other formal norm which will shape the ICT System.]*

0.3.2 *[ provide: samples of existing standardized reports, data entry forms, data formats, data coding schemes, etc. which the ICT System will need to implement.]*

**0.4 Existing ICT Systems / Information Technologies Relevant to the ICT System**

0.4.1 *[ provide: an overview of the existing information systems and information technologies which will establish the technological context for the implementation of the ICT System.]*

0.4.2 *[ provide: an overview of the ongoing or planned information systems initiatives that will shape context for the implementation of the ICT System.]*

**0.5 Available Training Facilities to Support the Implementation of the ICT System**

0.5.1 *[ provide: an overview of the procuring entity’s existing training facilities that would be available to support the implementation of the ICT System.]*

**0.6 Site Drawings and Site Survey Information Relevant to the ICT System**

0.6.1 *[ provide: information of the sites at which the ICT System would be implemented.]*

Part III – Conditions of Contract and Contract Forms

# Section VI. General Conditions of contract

## A. Contract Matter and Interpretation

|  |
| --- |
| 1. Definitions1.1 In this Contract, the following terms shall be interpreted as indicated below.(a) contract elements(i) “Contract” means the Contract Agreement entered into between the procuring entity and the Bidder, together with the Contract documents referred to therein. The Contract Agreement and the Contract documents shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.(ii) “Contract documents” means the documents specified in Article 1.1 (Contract documents) of the Contract Agreement (including any amendments to these documents).(iii) “Contract Agreement” means the agreement entered into between the procuring entity and the Bidder using the form of Contract Agreement contained in the Sample Contractual Forms Section of the RFP documents and any modifications to this form agreed to by the procuring entity and the Bidder. The date of the Contract Agreement shall be recorded in the signed form.(iv) “GCC” means the General Conditions of Contract.(v) “SCC” means the Special Conditions of Contract.(vi) “Technical Requirements” means the Technical Requirements in Section VII of the RFP documents.(vii) “Implementation Schedule” means the Implementation Schedule in Section VII of the RFP documents.viii) “Contract Price” means the price or prices defined in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.(ix) “Procurement Regulations” refers to the edition specified in the SCC of the World Bank “Procurement Regulations for IPF Borrowers”.(x) “RFP documents” refers to the collection of documents issued by the procuring entity to instruct and inform potential Bidders of the processes for RFP, selection of the winning Proposal, and Contract formation, as well as the contractual conditions governing the relationship between the procuring entity and the Bidder. The General and Special Conditions of Contract, the Technical Requirements, and all other documents included in the RFP documents reflect the Procurement Regulations that the procuring entity is obligated to follow during procurement and administration of this Contract.(b) entities(i) “procuring entity” means the entity purchasing the Information System, as specified in the SCC.(ii) “Project Manager” means the person named as such in the SCC or otherwise appointed by the procuring entity in the manner provided in GCC Clause 18.1 (Project Manager) to perform the duties delegated by the procuring entity.(iii) “Bidder” means the firm or Joint Venture whose Proposal to perform the Contract has been accepted by the procuring entity and is named as such in the Contract Agreement.(iv) “Bidder’s Representative” means any person nominated by the Bidder and named as such in the Contract Agreement or otherwise approved by the procuring entity in the manner provided in GCC Clause 18.2 (Bidder’s Representative) to perform the duties delegated by the Bidder.“Subcontractor” means any firm to whom any of the obligations of the Bidder, including preparation of any design or supply of any Information Technologies or other goods or services, is subcontracted directly or indirectly by the Bidder.(vi) “Adjudicator” means the person named in Appendix 2 of the Contract Agreement, appointed by agreement between the procuring entity and the Bidder to make a decision on or to settle any dispute between the procuring entity and the Bidder referred to him or her by the parties, pursuant to GCC Clause 43.1 (Adjudication).(c) scope(i) “Information System,” also called “the System,” means all the Information Technologies, Materials, and other goods to be supplied, installed, integrated, and made operational (exclusive of the Bidder’s Equipment), together with the services to be carried out by the Bidder under the Contract.(ii) “Subsystem” means any subset of the System identified as such in the Contract that may be supplied, installed, tested, and commissioned individually before Commissioning of the entire System.(iii) “Information Technologies” means all information processing and communications-related hardware, Software, supplies, and consumable items that the Bidder is required to supply and install under the Contract.(iv) “goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Bidder is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Bidder’s Equipment.(v) “services” means all technical, logistical, management, and any other services to be provided by the Bidder under the Contract to supply, install, customize, integrate, and make operational the System. Such services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, expediting, site preparation, installation, integration, training, data migration, Pre-commissioning, Commissioning, maintenance, and technical support.(vi) “The Project Plan” means the document to be developed by the Bidder and approved by the procuring entity, pursuant to GCC Clause 19, based on the requirements of the Contract and the Preliminary Project Plan included in the Bidder’s Proposal. The “Agreed Project Plan” is the version of the Project Plan approved by the procuring entity, in accordance with GCC Clause 19.2. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.(vii) “Software” means that part of the System which are instructions that cause information processing Subsystems to perform in a specific manner or execute specific operations.(viii) “System Software” means Software that provides the operating and management instructions for the underlying hardware and other components, and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Systems Software. Such System Software includes, but is not restricted to, micro-code embedded in hardware (i.e., “firmware”), operating systems, communications, system and network management, and utility software.(ix) “General-Purpose Software” means Software that supports general-purpose office and software development activities and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be General- Purpose Software. Such General-Purpose Software may include, but is not restricted to, word processing, spreadsheet, generic database management, and application development software.(x) “Application Software” means Software formulated to perform specific business or technical functions and interface with the business or technical users of the System and is identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Application Software.(xi) “Standard Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Standard Software.(xii) “Custom Software” means Software identified as such in Appendix 4 of the Contract Agreement and such other Software as the parties may agree in writing to be Custom Software.(xiii) “Source Code” means the database structures, dictionaries, definitions, program source files, and any other symbolic representations necessary for the compilation, execution, and subsequent maintenance of the Software (typically, but not exclusively, required for Custom Software).(xiv) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the procuring entity under the Contract.(xv) “Standard Materials” means all Materials not specified as Custom Materials.(xvi) “Custom Materials” means Materials developed by the Bidder at the procuring entity’s expense under the Contract and identified as such in Appendix 5 of the Contract Agreement and such other Materials as the parties may agree in writing to be Custom Materials. Custom Materials includes Materials created from Standard Materials.(xvii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.(xviii) “Bidder’s Equipment” means all equipment, tools, apparatus, or things of every kind required in or for installation, completion and maintenance of the System that are to be provided by the Bidder, but excluding the Information Technologies, or other items forming part of the System.(d) activities(i) “Delivery” means the transfer of the goods from the Bidder to the procuring entity in accordance with the current edition Incoterms specified in the Contract.(ii) “Installation” means that the System or a Subsystem as specified in the Contract is ready for Commissioning as provided in GCC Clause 26 (Installation).(iii) “Pre-commissioning” means the testing, checking, and any other required activity that may be specified in the Technical Requirements that are to be carried out by the Bidder in preparation for Commissioning of the System as provided in GCC Clause 26 (Installation).(iv) “Commissioning” means operation of the System or any Subsystem by the Bidder following Installation, which operation is to be carried out by the Bidder as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Operational Acceptance Test(s).(v) “Operational Acceptance Tests” means the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the System, or a specified Subsystem, is able to attain the functional and performance requirements specified in the Technical Requirements and Agreed Project Plan, in accordance with the provisions of GCC Clause 27.2 (Operational Acceptance Test).(vi) “Operational Acceptance” means the acceptance by the procuring entity of the System (or any Subsystem(s) where the Contract provides for acceptance of the System in parts), in accordance with GCC Clause 27.3 (Operational Acceptance).(e) place and time(i) “procuring entity’s Country” is Jamaica.(ii) “Bidder’s Country” is the country in which the Bidder is legally organized, as named in the Contract Agreement.(iii) Unless otherwise specified in the SCC “Project Site(s)” means the place(s) in the Site Table in the Technical Requirements Section for the supply and installation of the System.(iv) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the Procurement Regulations.(v) “Day” means calendar day of the Gregorian Calendar.(vi) “Week” means seven (7) consecutive Days, beginning the day of the week as is customary in the procuring entity’s Country.(vii) “Month” means calendar month of the Gregorian Calendar.(viii) “Year” means twelve (12) consecutive Months.(ix) “Effective Date” means the date of fulfillment of all conditions specified in Article 3 (Effective Date for Determining Time for Achieving Operational Acceptance) of the Contract Agreement, for the purpose of determining the Delivery, Installation, and Operational Acceptance dates for the System or Subsystem(s).(x) “Contract Period” is the time period during which this Contract governs the relations and obligations of the procuring entity and Bidder in relation to the System, as unless otherwise specified in the SCC, the Contract shall continue in force until the Information System and all the services have been provided, unless the Contract is terminated earlier in accordance with the terms set out in the Contract.(xi) “Defect Liability Period” (also referred to as the “Warranty Period”) means the period of validity of the warranties given by the Bidder commencing at date of the Operational Acceptance Certificate of the System or Subsystem(s), during which the Bidder is responsible for defects with respect to the System (or the relevant Subsystem[s]) as provided in GCC Clause 29 (Defect Liability).(xii) “The Coverage Period” means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.  * + 1. (xiii) “The Post-Warranty services Period” means the number of years defined in the SCC (if any), following the expiration of the Warranty Period during which the Bidder may be obligated to provide Software licenses, maintenance, and/or technical support services for the System, either under this Contract or under separate contract(s). |
| 2. Contract Documents2.1 Subject to Article 1.2 (Order of Precedence) of the contract Agreement, all documents forming part of the contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The contract shall be read as a whole. |
| 3. Interpretation  3.1 Governing Language  3.1.1 **Unless otherwise specified in the SCC**, all contract Documents and related correspondence exchanged between procuring entity and Bidder shall be written in the language of these bidding documents (English)**,** and the contract shall be construed and interpreted in accordance with that language.  3.1.2 If any of the contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.  3.2 Singular and Plural  The singular shall include the plural and the plural the singular, except where the context otherwise requires.  3.3 Headings  The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the contract nor affect its interpretation.  3.4 Persons  Words importing persons or parties shall include firms, corporations, and government entities.  3.5 Incoterms  Unless inconsistent with any provision of the contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms  Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.  3.6 Entire Agreement  The contract constitutes the entire agreement between the procuring entity and Bidder with respect to the subject matter of contract and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect to the subject matter of the contract made prior to the date of contract.  3.7 Amendment  No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party to the contract.  3.8 Independent Bidder  The Bidder shall be an independent Bidder performing the contract. The contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the contract.  Subject to the provisions of the contract, the Bidder shall be solely responsible for the manner in which the contract is performed. All employees, representatives, or Subcontractors engaged by the Bidder in connection with the performance of the contract shall be under the complete control of the Bidder and shall not be deemed to be employees of the procuring entity, and nothing contained in the contract or in any subcontract awarded by the Bidder shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the procuring entity.  3.9 Joint Venture  If the Bidder is a Joint Venture of two or more firms, all such firms shall be jointly and severally bound to the procuring entity for the fulfillment of the provisions of the contract and shall designate one of such firms to act as a leader with authority to bind the Joint Venture. The composition or constitution of the Joint Venture shall not be altered without the prior consent of the procuring entity.  3.10 Nonwaiver  3.10.1 Subject to GCC Clause 3.10.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the contract, nor shall any waiver by either party of any breach of contract operate as waiver of any subsequent or continuing breach of contract.  3.10.2 Any waiver of a party’s rights, powers, or remedies under the contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  3.11 Severability  If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.  3.12 Country of Origin “Origin” means the place where the Information Technologies, Materials, and other goods for the System were produced or from which the services are supplied. goods are produced when, through manufacturing, processing, Software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of goods and services is distinct from the nationality of the Bidder and may be different. |
| 4. Notices  4.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 4.3 below, by personal delivery, airmail post, special courier, facsimile, electronic mail, or other electronic means, with the following provisions.  4.1.1 Any notice sent by facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.  4.1.2 Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.  4.1.3 Any notice delivered personally or sent by facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.  4.1.4 Either party may change its postal, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days’ notice to the other party in writing.  4.2 Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.  4.3 Pursuant to GCC Clause 18, notices from/to the procuring entity are normally given by, or addressed to, the Project Manager, while notices from/to the Bidder are normally given by, or addressed to, the Bidder's Representative, or in its absence its deputy if any. If there is no appointed Project Manager or Bidder's Representative (or deputy), or if their related authority is limited by the SCC for GCC Clauses 18.1 or 18.2.2, or for any other reason, the procuring entity or Bidder may give and receive notices at their fallback addresses. The address of the Project Manager and the fallback address of the procuring entity are as specified in the SCC or as subsequently established/amended. The address of the Bidder's Representative and the fallback address of the Bidder are as specified in Appendix 1 of the Contract Agreement or as subsequently established/amended. |
| 5. Governing Law  5.1 The contract shall be interpreted in accordance with the laws of Jamaica**.** |
| 6. 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. |

B. Subject Matter of Contract

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| 7. Scope of the System  7.1 Unless otherwise expressly **limited in the SCC** or Technical Requirements, the Bidder’s obligations cover the provision of all Information Technologies, Materials and other goods as well as the performance of all services required for the design, development, and implementation (including procurement, quality assurance, assembly, associated site preparation, Delivery, Pre-commissioning, Installation, Testing, and Commissioning) of the System, in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the contract and the Agreed Project Plan.  7.2 The Bidder shall, unless specifically excluded in the contract, perform all such work and / or supply all such items and Materials not specifically mentioned in the contract but that can be reasonably inferred from the contract as being required for attaining Operational Acceptance of the System as if such work and / or items and Materials were expressly mentioned in the contract.  7.3 The Bidder’s obligations (if any) to provide goods and services as implied by the Recurrent Cost tables of the Bidder’s bid, such as consumables, spare parts, and technical services (e.g., maintenance, technical assistance, and operational support), are as **specified in the SCC,** including the relevant terms, characteristics, and timings. |
| 8. Time for Commencement and Operational Acceptance  8.1 The Bidder shall commence work on the System within the period **specified in the SCC,** and without prejudice to GCC Clause 28.2, the Bidder shall thereafter proceed with the System in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan.  8.2 The Bidder shall achieve Operational Acceptance of the System (or Subsystem(s) where a separate time for Operational Acceptance of such Subsystem(s) is specified in the contract) in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed Project Plan, or within such extended time to which the Bidder shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance). |
| 9. Bidder’s Responsibilities  9.1 The Bidder shall conduct all activities with due care and diligence, in accordance with the contract and with the skill and care expected of a competent provider of information technologies, information systems, support, maintenance, training, and other related services, or in accordance with best industry practices. In particular, the Bidder shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.  9.2 The Bidder confirms that it has entered into this contract on the basis of a proper examination of the data relating to the System provided by the procuring entity and on the basis of information that the Bidder could have obtained from a visual inspection of the site (if access to the site was available) and of other data readily available to the Bidder relating to the System as at the date twenty-eight (28) days prior to bid submission. The Bidder acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the contract.  9.3 The Bidder shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision-making may constitute grounds for termination pursuant to GCC Clause 41.2.  9.4 The Bidder shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in Jamaica that are necessary for the performance of the contract, including, without limitation, visas for the Bidder’s and Subcontractor’s personnel and entry permits for all imported Bidder’s Equipment. The Bidder shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the procuring entity under GCC Clause 10.4 and that are necessary for the performance of the contract.  9.5 The Bidder shall comply with all laws in force in Jamaica. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Bidder. The Bidder shall indemnify and hold harmless the procuring entity from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Bidder or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 10.1. The Bidder shall not indemnify the procuring entity to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the procuring entity.  9.6 The Bidder shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labor.  9.7 Any Information Technologies or other goods and services that will be incorporated in or be required for the System and other supplies shall have their Origin, as defined in GCC Clause 3.12, in a country that shall be an Eligible Country, as defined in GCC Clause 1.1 (e) (iv).  9.8 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions the Bidder shall permit and shall cause its subcontractors and subconsultants to permit, the procuring entity and/or persons appointed by the procuring entity to inspect the Site and/or the accounts and records relating to the performance of the contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the procuring entity if requested by the procuring entity. The Bidder’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the procuring entity’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the procuring entity’s prevailing sanctions procedures).  9.9 The Bidder shall conform to the sustainable procurement contractual provisions, if and as **specified in the SCC.**  9.10 **Unless otherwise specified in the SCC** the Bidder shall have no other Bidder responsibilities. |
| 10. Procuring entity’s Responsibilities  10.1 The procuring entity shall ensure the accuracy of all information and/or data to be supplied by the procuring entity to the Bidder, except when otherwise expressly stated in the contract.  10.2 The procuring entity shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach an Agreed Project Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule. Failure to provide such resources, information, and decision making may constitute grounds for Termination pursuant to GCC Clause 41.3.1 (b).  10.3 The procuring entity shall be responsible for acquiring and providing legal and physical possession of the site and access to it, and for providing possession of and access to all other areas reasonably required for the proper execution of the contract.  10.4 If requested by the Bidder, the procuring entity shall use its best endeavors to assist the Bidder in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary for the execution of the contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Bidder or Subcontractors or the personnel of the Bidder or Subcontractors, as the case may be, to obtain.  10.5 In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Bidder, as specified in the Technical Requirements, SCC, Agreed Project Plan, or other parts of the contract, the procuring entity shall use its best endeavors to assist the Bidder in obtaining such services in a timely and expeditious manner.  10.6 The procuring entity shall be responsible for timely provision of all resources, access, and information necessary for the Installation and Operational Acceptance of the System (including, but not limited to, any required telecommunications or electric power services), as identified in the Agreed Project Plan, except where provision of such items is explicitly identified in the contract as being the responsibility of the Bidder. Delay by the procuring entity may result in an appropriate extension of the Time for Operational Acceptance, at the Bidder’s discretion.  10.7 Unless otherwise specified in the contract or agreed upon by the procuring entity and the Bidder, the procuring entity shall provide sufficient, properly qualified operating and technical personnel, as required by the Bidder to properly carry out Delivery, Pre-commissioning, Installation, Commissioning, and Operational Acceptance, at or before the time specified in the Implementation Schedule and the Agreed Project Plan.  10.8 The procuring entity will designate appropriate staff for the training courses to be given by the Bidder and shall make all appropriate logistical arrangements for such training as specified in the Technical Requirements, SCC, the Agreed Project Plan, or other parts of the contract.  10.9 The procuring entity assumes primary responsibility for the Operational Acceptance Test(s) for the System, in accordance with GCC Clause 27.2, and shall be responsible for the continued operation of the System after Operational Acceptance. However, this shall not limit in any way the Bidder’s responsibilities after the date of Operational Acceptance otherwise specified in the contract.  10.10 The procuring entity is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Bidder elsewhere in the contract.  10.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the procuring entity, save those to be incurred by the Bidder with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2. 10.12 Unless otherwise specified in the SCC the procuring entity shall have no other procuring entity responsibilities. | | |
| C. Payment   |  | | --- | | 11. Contract Price  11.1 The contract Price shall be as specified in Article 2 (contract Price and Terms of Payment) of the contract Agreement.  11.2 The contract Price shall be a firm lump sum not subject to any alteration, except:  (a) in the event of a Change in the System pursuant to GCC Clause 39 or to other clauses in the contract;  (b) the price adjustment formula specified in the SCC (if any). **However, unless otherwise specified in the SCC** there will NOT be a price adjustment formula**.**  11.3 The Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract Price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract. | | 12. Terms of Payment  12.1 The Bidder’s request for payment shall be made to the procuring entity in writing, accompanied by an invoice describing, as appropriate, the System or Subsystem(s), Delivered, Pre-commissioned, Installed, and Operationally Accepted, and by documents submitted pursuant to GCC Clause 22.5 and upon fulfillment of other obligations stipulated in the contract.  The contract Price shall be paid as **specified in the SCC.**  12.2 No payment made by the procuring entity herein shall be deemed to constitute acceptance by the procuring entity of the System or any Subsystem(s).  12.3 Payments shall be made promptly by the procuring entity, but in no case later than [Insert number of days] (…..) days after submission of a valid invoice by the Bidder. In the event that the procuring entity fails to make any payment by its respective due date or within the period set forth in the contract, the procuring entity shall pay to the Bidder interest on the amount of such delayed payment at the rate(s) **specified in the SCC** for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.  12.4 Payments shall be made in the currency(ies) specified in the Contract Agreement, pursuant to GCC Clause 11. For goods and services supplied locally, payments shall be made **as specified in the SCC.**  12.5 **Unless otherwise specified in the SCC,** payment of the foreign currency portion of the contract Price for goods supplied from outside Jamaica shall be made to the Bidder through an irrevocable letter of credit opened by an authorized bank in the Bidder’s country and will be payable on presentation of the appropriate documents. It is agreed that the letter of credit will be subject to Article 10 of the latest revision of *Uniform Customs and Practice for Documentary Credits*, published by the International Chamber of Commerce, Paris. | | 13. Securities  13.1 Issuance of Securities  The Bidder shall provide the securities specified below in favor of the procuring entity at the times and in the amount, manner, and form specified below.  13.2 Advance Payment Security  13.2.1 The Bidder shall provide within twenty-eight (28) days of the notification of contract award an Advance Payment Security in the amount and currency of the Advance Payment specified in SCC for GCC Clause 12.1 above and valid until the System is Operationally Accepted.  13.2.2 The security shall be in the form provided in the bidding documents or in another form acceptable to the procuring entity. The amount of the security shall be reduced in proportion to the value of the System executed by and paid to the Bidder from time to time and shall automatically become null and void when the full amount of the advance payment has been recovered by the procuring entity. **Unless otherwise specified in the SCC,** the reduction in value and expiration of the Advance Payment Security are calculated as follows:  P\*a/(100-a), where “P” is the sum of all payments effected so far to the Bidder (excluding the Advance Payment), and “a” is the Advance Payment expressed as a percentage of the contract Price pursuant to the SCC for GCC Clause 12.1.  The security shall be returned to the Bidder immediately after its expiration.  **13.3 Performance Security**  13.3.1 The Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the contract in the amount and currency **specified in the SCC.**  13.3.2 The security shall be a bank guarantee in the form provided in the Sample Contractual Forms Section of the bidding documents, or it shall be in another form acceptable to the procuring entity.  13.3.3 The security shall automatically become null and void once all the obligations of the Bidder under the contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Bidder no later than twenty-eight (28) days after its expiration.  13.3.4 Upon Operational Acceptance of the entire System, the security shall be reduced to the amount **specified in the SCC,** on the date of such Operational Acceptance, so that the reduced security would only cover the remaining warranty obligations of the Bidder. | | 14. Taxes and Duties  14.1 For goods or services supplied from outside Jamaica, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Jamaica. Any duties, such as importation or customs duties, and taxes and other levies, payable in Jamaica for the supply of goods and services from outside Jamaica are the responsibility of the procuring entity unless these duties or taxes have been made part of the contract Price in Article 2 of the contract Agreement and the Schedule of Requirements it refers to, in which case the duties and taxes will be the Bidder’s responsibility.  14.2 For goods or services supplied locally, the Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods or services to the procuring entity. The only exception are taxes or duties, such as value-added or sales tax or stamp duty as apply to, or are clearly identifiable, on the invoices and provided they apply in Jamaica, and only if these taxes, levies and/or duties are also excluded from the contract Price in Article 2 of the contract Agreement and the Schedule of Requirements it refers to.  14.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Bidder in Jamaica, the procuring entity shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.  14.4 For the purpose of the contract, it is agreed that the contract Price specified in Article 2 (contract Price and Terms of Payment) of the contract Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Jamaica (also called “Tax” in this GCC Clause 14.4). If any Tax rates are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the contract, which was or will be assessed on the Bidder, its Subcontractors, or their employees in connection with performance of the contract, an equitable adjustment to the contract Price shall be made to fully take into account any such change by addition to or reduction from the contract Price, as the case may be. |   D. Intellectual Property   |  | | --- | | 15. Copyright  15.1 The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested in the owner of such rights.  15.2 The procuring entity agrees to restrict use, copying, or duplication of the Standard Software and Standard Materials in accordance with GCC Clause 16, except that additional copies of Standard Materials may be made by the procuring entity for use within the scope of the project of which the System is a part, in the event that the Bidder does not deliver copies within thirty (30) days from receipt of a request for such Standard Materials.  15.3 The procuring entity’s contractual rights to use the Standard Software or elements of the Standard Software may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or **unless otherwise specified in the SCC** to a legally constituted successor organization (e.g., a reorganization of a public entity formally authorized by the government or through a merger or acquisition of a private entity)**.**  15.4 **Unless otherwise specified in the SCC,** the Intellectual Property Rights in all Custom Software and Custom Materials specified in Appendices 4 and 5 of the contract Agreement (if any) shall, at the date of this contract or on creation of the rights (if later than the date of this contract), vest in the procuring entity. The Bidder shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that the procuring entity may consider necessary or desirable to perfect the right, title, and interest of the procuring entity in and to those rights. In respect of such Custom Software and Custom Materials, the Bidder shall ensure that the holder of a moral right in such an item does not assert it, and the Bidder shall, if requested to do so by the procuring entity and where permitted by applicable law, ensure that the holder of such a moral right waives it.  15.5 **Unless otherwise specified in the SCC**, escrow arrangements shall NOT be required. | | 16. Software License Agreements  16.1 Except to the extent that the Intellectual Property Rights in the Software vest in the procuring entity, the Bidder hereby grants to the procuring entity license to access and use the Software, including all inventions, designs, and marks embodied in the Software.  Such license to access and use the Software shall:  (a) be:  (i) nonexclusive;  (ii) fully paid up and irrevocable (except that it shall terminate if the contract terminates under GCC Clauses 41.1 or 41.3);  (iii) **unless otherwise specified in the SCC** valid throughout Jamaica;  (iv) **unless otherwise specified in the SCC** subject to NO additional restrictions.  (b) permit the Software to be:  (i) used or copied for use on or with the computer(s) for which it was acquired (if specified in the Technical Requirements and/or the Bidder’s bid), plus a backup computer(s) of the same or similar capacity, if the primary is(are) inoperative, and during a reasonable transitional period when use is being transferred between primary and backup;  (ii) used or copied for use on or transferred to a replacement computer(s), (and use on the original and replacement computer(s) may be simultaneous during a reasonable transitional period) provided that, if the Technical Requirements and/or the Bidder’s bid specifies a class of computer to which the license is restricted, the replacement computer(s) is(are) within that class;  (iii) if the nature of the System is such as to permit such access, accessed from other computers connected to the primary and/or backup computer(s) by means of a local or wide-area network or similar arrangement, and used on or copied for use on those other computers to the extent necessary to that access;  (iv) reproduced for safekeeping or backup purposes;  (v) customized, adapted, or combined with other computer software for use by the procuring entity, provided that derivative software incorporating any substantial part of the delivered, restricted Software shall be subject to same restrictions as are set forth in this contract;  (vi) **unless otherwise specified in the SCC,** disclosed to, and reproduced for use by, support service Bidders and their subcontractors, (and the procuring entity may sublicense such persons to use and copy for use the Software) to the extent reasonably necessary to the performance of their support service contracts, subject to the same restrictions as are set forth in this contract; and  (vii) **unless otherwise specified in the SCC** disclosed to, and reproduced for use by, NO other parties.  16.2 The Bidder has the right to audit the Standard Software to verify compliance with the above license agreements. **Unless otherwise specified in the SCC**, the procuring entity will make available to the Bidder, within seven (7) days of a written request, accurate and up-to-date records of the number and location of copies, the number of authorized users, or any other relevant data required to demonstrate use of the Standard Software as per the license agreement. If and only if, expressly agreed in writing between the procuring entity and the Bidder, procuring entity will allow, under a pre-specified agreed procedure, the execution of embedded software functions under Bidder’s control, and unencumbered transmission of resulting information on software usage. | | 17. Confidential Information  17.1 **Unless otherwise specified in the SCC,** the "Receiving Party" (either the procuring entity or the Bidder) shall keep confidential and shall not, without the written consent of the other party to this contract (“the Disclosing Party”), divulge to any third party any documents, data, or other information of a confidential nature (“Confidential Information”) connected with this contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this contract.  17.2 For the purposes of GCC Clause 17.1, the Bidder is also deemed to be the Receiving Party of Confidential Information generated by the Bidder itself in the course of the performance of its obligations under the contract and relating to the businesses, finances, Bidders, employees, or other contacts of the procuring entity or the procuring entity’s use of the System.  17.3 Notwithstanding GCC Clauses 17.1 and 17.2:  (a) the Bidder may furnish to its Subcontractor Confidential Information of the procuring entity to the extent reasonably required for the Subcontractor to perform its work under the contract; and  (b) the procuring entity may furnish Confidential Information of the Bidder: (i) to its support service Bidders and their subcontractors to the extent reasonably required for them to perform their work under their support service contracts; and (ii) to its affiliates and subsidiaries,  in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party’s obligations under this GCC Clause 17 as if that person were party to the contract in place of the Receiving Party.   * 1. The procuring entity shall not disclose information relating to the examination and evaluation of bids other than the summary of the evaluation of bids if      1. non-disclosure of such information is necessary for the protection of the national interests of Jamaica; or      2. disclosure of such information would be contrary to law; impede law enforcement; prejudice the legitimate commercial interests of a Bidder, bidder or Bidder; or impede fair competition;   unless disclosure of that information is ordered by the Review Board or any court, and, in such case, subject to such conditions as may be specified in the order  17.5 The procuring entity shall not, without the Bidder’s prior written consent, use any Confidential Information received from the Bidder for any purpose other than the operation, maintenance and further development of the System. Similarly, the Bidder shall not, without the procuring entity’s prior written consent, use any Confidential Information received from the procuring entity for any purpose other than those that are required for the performance of the contract.  17.5 The obligation of a party under GCC Clauses 17.1 through 17.5 above, however, shall not apply to that information which:  (a) now or hereafter enters the public domain through no fault of the Receiving Party;  (b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;  (c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality.  17.6 The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the parties to this contract prior to the date of the contract in respect of the System or any part thereof.  17.7 **Unless otherwise specified in the SCC**, the provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the contract for three (3) years. |   E. Supply, Installation, Testing, Commissioning, and Acceptance of the System   |  | | --- | | 18. Representatives  18.1 Project Manager  If the Project Manager is not named in the contract, then within fourteen (14) days of the Effective Date, the procuring entity shall appoint and notify the Bidder in writing of the name of the Project Manager. The procuring entity may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Bidder without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the System. Such appointment shall take effect only upon receipt of such notice by the Bidder. **Unless otherwise specified in the SCC** (if any), the Project Manager shall have the authority to represent the procuring entity on all day-to-day matters relating to the System or arising from the contract, and shall normally be the person giving or receiving notices on behalf of the procuring entity pursuant to GCC Clause 4.  18.2 Bidder’s Representative  18.2.1 If the Bidder’s Representative is not named in the contract, then within fourteen (14) days of the Effective Date, the Bidder shall appoint the Bidder’s Representative and shall request the procuring entity in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee, as well as a description of any other System or non-System responsibilities the nominee would retain while performing the duties of the Bidder’s Representative. If the procuring entity does not object to the appointment within fourteen (14) days, the Bidder’s Representative shall be deemed to have been approved. If the procuring entity objects to the appointment within fourteen (14) days giving the reason therefor, then the Bidder shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.  18.2.2 **Unless otherwise specified in the SCC** (if any), the Bidder’s Representative shall have the authority to represent the Bidder on all day-to-day matters relating to the System or arising from the contract, and shall normally be the person giving or receiving notices on behalf of the Bidder pursuant to GCC Clause 4.  18.2.3 The Bidder shall not revoke the appointment of the Bidder’s Representative without the procuring entity’s prior written consent, which shall not be unreasonably withheld. If the procuring entity consents to such an action, the Bidder shall appoint another person of equal or superior qualifications as the Bidder’s Representative, pursuant to the procedure set out in GCC Clause 18.2.1.  18.2.4 The Bidder’s Representative and staff are obliged to work closely with the procuring entity’s Project Manager and staff, act within their own authority, and abide by directives issued by the procuring entity that are consistent with the terms of the contract. The Bidder’s Representative is responsible for managing the activities of its personnel and any subcontracted personnel.  18.2.5 The Bidder’s Representative may, subject to the approval of the procuring entity (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Bidder’s Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.  18.2.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Bidder’s Representative.  18.3 Objections and Removals  18.3.1 The procuring entity may by notice to the Bidder object to any representative or person employed by the Bidder in the execution of the contract who, in the reasonable opinion of the procuring entity, may have behaved inappropriately, be incompetent, or be negligent. The procuring entity shall provide evidence of the same, whereupon the Bidder shall remove such person from work on the System.  18.3.2 If any representative or person employed by the Bidder is removed in accordance with GCC Clause 18.3.1, the Bidder shall, where required, promptly appoint a replacement. | | 19. Project Plan  19.1 In close cooperation with the procuring entity and based on the Preliminary Project Plan included in the Bidder’s bid, the Bidder shall develop a Project Plan encompassing the activities specified in the contract. The contents of the Project Plan shall be as **specified in the SCC** and/or Technical Requirements.  19.2 **Unless otherwise specified in the SCC**, within thirty (30) days from the Effective Date of the contract, the Bidder shall present a Project Plan to the procuring entity. The procuring entity shall, within fourteen (14)days of receipt of the Project Plan, notify the Bidder of any respects in which it considers that the Project Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Information Technologies will satisfy the Technical Requirements and/or the SCC (in this Clause 19.2 called “non-conformities” below). The Bidder shall, within five (5) days of receipt of such notification, correct the Project Plan and resubmit to the procuring entity. The procuring entity shall, within five (5) days of resubmission of the Project Plan, notify the Bidder of any remaining non-conformities. This procedure shall be repeated as necessary until the Project Plan is free from non-conformities. When the Project Plan is free from non-conformities, the procuring entity shall provide confirmation in writing to the Bidder. This approved Project Plan (“the Agreed Project Plan”) shall be contractually binding on the procuring entity and the Bidder.  19.3 If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Agreed Project Plan shall be incorporated in the contract by amendment, in accordance with GCC Clauses 39 and 40.  19.4 The Bidder shall undertake to supply, install, test, and commission the System in accordance with the Agreed Project Plan and the contract.  19.5 **Unless otherwise specified in the SCC**, the Bidder shall submit to the procuring entity Monthly Progress Reports summarizing:  (i) results accomplished during the prior period;  (ii) cumulative deviations to date from schedule of progress milestones as specified in the Agreed Project Plan;  (iii) corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;  (iv) other issues and outstanding problems; proposed actions to be taken;  (v) resources that the Bidder expects to be provided by the procuring entity and/or actions to be taken by the procuring entity in the next reporting period;  (vi) other issues or potential problems the Bidder foresees that could impact on project progress and/or effectiveness.  19.6 The Bidder shall submit to the procuring entity other (periodic) reports **as specified in the SCC**. | | 20. Subcontracting  20.1 Appendix 3 (List of Approved Subcontractors) to the Contract Agreement specifies critical items of supply or services and a list of Subcontractors for each item that are considered acceptable by the procuring entity. If no Subcontractors are listed for an item, the Bidder shall prepare a list of Subcontractors it considers qualified and wishes to be added to the list for such items. The Bidder may from time to time propose additions to or deletions from any such list. The Bidder shall submit any such list or any modification to the list to the procuring entity for its approval in sufficient time so as not to impede the progress of work on the System. The procuring entity shall not withhold such approval unreasonably. Such approval by the procuring entity of a Subcontractor(s) shall not relieve the Bidder from any of its obligations, duties, or responsibilities under the contract.  20.2 The Bidder may, at its discretion, select and employ Subcontractors for such critical items from those Subcontractors listed pursuant to GCC Clause 20.1. If the Bidder wishes to employ a Subcontractor not so listed, or subcontract an item not so listed, it must seek the procuring entity’s prior approval under GCC Clause 20.3.  20.3 For items for which pre-approved Subcontractor lists have not been specified in Appendix 3 to the contract Agreement, the Bidder may employ such Subcontractors as it may select, provided: (i) the Bidder notifies the procuring entity in writing at least twenty-eight (28) days prior to the proposed mobilization date for such Subcontractor; and (ii) by the end of this period either the procuring entity has granted its approval in writing or fails to respond. The Bidder shall not engage any Subcontractor to which the procuring entity has objected in writing prior to the end of the notice period. The absence of a written objection by the procuring entity during the above specified period shall constitute formal acceptance of the proposed Subcontractor. Except to the extent that it permits the deemed approval of the procuring entity of Subcontractors not listed in the contract Agreement, nothing in this Clause, however, shall limit the rights and obligations of either the procuring entity or Bidder as they are specified in GCC Clauses 20.1 and 20.2, or in Appendix 3 of the Contract Agreement. | | 21. Design and Engineering  21.1 Technical Specifications and Drawings  21.1.1 The Bidder shall execute the basic and detailed design and the implementation activities necessary for successful installation of the System in compliance with the provisions of the contract or, where not so specified, in accordance with good industry practice.  The Bidder shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Bidder by or on behalf of the procuring entity.  21.1.2 The Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the procuring entity, by giving a notice of such disclaimer to the Project Manager.  21.2 Codes and Standards  Wherever references are made in the contract to codes and standards in accordance with which the contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply. During contract execution, any changes in such codes and standards shall be applied after approval by the procuring entity and shall be treated in accordance with GCC Clause 39.3.  21.3 Approval/Review of Controlling Technical Documents by the Project Manager  21.3.1 **Unless otherwise specified in the SCC**, there will NO Controlling Technical Documents required. However, **if the SCC specifies** Controlling Technical Documents, the Bidder shall prepare and furnish such documents for the Project Manager’s approval or review.  Any part of the System covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager’s approval of these documents.  GCC Clauses 21.3.2 through 21.3.7 shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.  21.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with GCC Clause 21.3.1, the Project Manager shall either return one copy of the document to the Bidder with its approval endorsed on the document or shall notify the Bidder in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Project Manager proposes. If the Project Manager fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Project Manager.  21.3.3 The Project Manager shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the contract or that it is contrary to good industry practice.  21.3.4 If the Project Manager disapproves the document, the Bidder shall modify the document and resubmit it for the Project Manager’s approval in accordance with GCC Clause 21.3.2. If the Project Manager approves the document subject to modification(s), the Bidder shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.3.5. The procedure set out in GCC Clauses 21.3.2 through 21.3.4 shall be repeated, as appropriate, until the Project Manager approves such documents.  21.3.5 If any dispute occurs between the procuring entity and the Bidder in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) to a document that cannot be settled between the parties within a reasonable period, then, in case the contract Agreement includes and names an Adjudicator, such dispute may be referred to the Adjudicator for determination in accordance with GCC Clause 6.1 (Adjudicator). If such dispute is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the contract is to proceed. The Bidder shall proceed with the contract in accordance with the Project Manager’s instructions, provided that if the Adjudicator upholds the Bidder’s view on the dispute and if the procuring entity has not given notice under GCC Clause 6.1.2, then the Bidder shall be reimbursed by the procuring entity for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Achieving Operational Acceptance shall be extended accordingly.  21.3.6 The Project Manager’s approval, with or without modification of the document furnished by the Bidder, shall not relieve the Bidder of any responsibility or liability imposed upon it by any provisions of the contract except to the extent that any subsequent failure results from modifications required by the Project Manager or inaccurate information furnished in writing to the Bidder by or on behalf of the procuring entity.  21.3.7 The Bidder shall not depart from any approved document unless the Bidder has first submitted to the Project Manager an amended document and obtained the Project Manager’s approval of the document, pursuant to the provisions of this GCC Clause 21.3. If the Project Manager requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the System) shall apply to such request. | | 22. Procurement, Delivery, and Transport  22.1 Subject to related procuring entity's responsibilities pursuant to GCC Clauses 10 and 14, the Bidder shall manufacture or procure and transport all the Information Technologies, Materials, and other goods in an expeditious and orderly manner to the Project Site.  22.2 Delivery of the Information Technologies, Materials, and other goods shall be made by the Bidder in accordance with the Technical Requirements.  22.3 Early or partial deliveries require the explicit written consent of the procuring entity, which consent shall not be unreasonably withheld.  22.4 Transportation  22.4.1 The Bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the procuring entity’s instructions to the Bidder.   * + 1. The Bidder will bear responsibility for and cost of transport to the Project Sites in accordance with the terms and conditions used in the specification of prices in the Schedule of Requirements, including the terms and conditions of the associated Incoterms.     2. **Unless otherwise specified in the SCC,** the Bidder shall be free to use transportation through carriers registered in any eligible country and to obtain insurance from any eligible source country.   22.5 **Unless otherwise specified in the SCC,** the Bidder will provide the procuring entity with shipping and other documents, as specified below:  22.5.1 For goods supplied from outside Jamaica:  Upon shipment, the Bidder shall notify the procuring entity and the insurance company contracted by the Bidder to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Bidder shall promptly send the following documents to the procuring entity by mail or courier, as appropriate, with a copy to the cargo insurance company:  (a) two copies of the Bidder’s invoice showing the description of the goods, quantity, unit price, and total amount;  (b) usual transportation documents;  (c) insurance certificate;  (d) certificate(s) of origin; and  (e) estimated time and point of arrival in Jamaica and at the site.  22.5.2 For goods supplied locally (i.e., from within Jamaica):  Upon shipment, the Bidder shall notify the procuring entity by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Bidder shall promptly send the following documents to the procuring entity by mail or courier, as appropriate:  (a) two copies of the Bidder’s invoice showing the goods’ description, quantity, unit price, and total amount;  (b) delivery note, railway receipt, or truck receipt;  (c) certificate of insurance;  (d) certificate(s) of origin; and  (e) estimated time of arrival at the site.  22.6 Customs Clearance  (a) The procuring entity will bear responsibility for, and cost of, customs clearance into Jamaica in accordance the particular Incoterm(s) used for goods supplied from outside Jamaica in the Schedule of Requirements referred to by Article 2 of the contract Agreement.  (b) At the request of the procuring entity, the Bidder will make available a representative or agent during the process of customs clearance in Jamaica for an ICT System supplied from outside Jamaica. In the event of delays in customs clearance that are not the fault of the Bidder:  (i) the Bidder shall be entitled to an extension in the Time for Achieving Operational Acceptance, pursuant to GCC Clause 40;  (ii) the Contract Price shall be adjusted to compensate the Bidder for any additional storage charges that the Bidder may incur as a result of the delay. | | 23. Product Upgrades  23.1 At any point during performance of the contract, should technological advances be introduced by the Bidder for Information Technologies originally offered by the Bidder in its bid and still to be delivered, the Bidder shall be obligated to offer to the procuring entity the latest versions of the available Information Technologies having equal or better performance or functionality at the same or lesser unit prices, pursuant to GCC Clause 39 (Changes to the System).  23.2 At any point during performance of the contract, for Information Technologies still to be delivered, the Bidder will also pass on to the procuring entity any cost reductions and additional and/or improved support and facilities that it offers to other clients of the Bidder in Jamaica, pursuant to GCC Clause 39 (Changes to the System).  23.3 During performance of the contract, the Bidder shall offer to the procuring entity all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Bidder to other clients of the Bidder in Jamaica, and no later than twelve (12) months after they are released in the country of origin. In no case will the prices for these Software exceed those quoted by the Bidder in the Recurrent Costs tables in its bid.  23.4 **Unless otherwise specified in the SCC,** during the Warranty Period, the Bidder will provide at no additional cost to the procuring entity all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Bidder to other clients of the Bidder in Jamaica, and no later than twelve (12) months after they are released in the country of origin of the Software.  23.5 The procuring entity shall introduce all new versions, releases or updates of the Software within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect System operation or performance or require extensive reworking of the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Bidder shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update. In no case shall the Bidder stop supporting or maintaining a version or release of the Software less than twenty-four (24) months after the procuring entity receives a production-ready copy of a subsequent version, release, or update. The procuring entity shall use all reasonable endeavors to implement any new version, release, or update as soon as practicable, subject to the twenty-four-month-long stop date. | | 24. Implementation, Installation, and Other services  24.1 The Bidder shall provide all services specified in the contract and Agreed Project Plan in accordance with the highest standards of professional competence and integrity.  24.2 Prices charged by the Bidder for services, if not included in the contract, shall be agreed upon in advance by the parties (including, but not restricted to, any prices submitted by the Bidder in the Recurrent Cost Schedules of its bid) and shall not exceed the prevailing rates charged by the Bidder to other purchasers in Jamaica for similar services. | | 25. Inspections and Tests  25.1 The procuring entity or its representative shall have the right to inspect and/or test any components of the System, as specified in the Technical Requirements, to confirm their good working order and/or conformity to the contract at the point of delivery and/or at the Project Site.  25.2 The procuring entity or its representative shall be entitled to attend any such inspections and/or tests of the components, provided that the procuring entity shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.  25.3 Should the inspected or tested components fail to conform to the contract, the procuring entity may reject the component(s), and the Bidder shall either replace the rejected component(s), or make alterations as necessary so that it meets the contract requirements free of cost to the procuring entity.  25.4 The Project Manager may require the Bidder to carry out any inspection and/or test not specified in the contract, provided that the Bidder’s reasonable costs and expenses incurred in the carrying out of such inspection and/or test shall be added to the contract Price. Further, if such inspection and/or test impedes the progress of work on the System and/or the Bidder’s performance of its other obligations under the contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.  25.5 If any dispute shall arise between the parties in connection with or caused by an inspection and/or with regard to any component to be incorporated in the System that cannot be settled amicably between the parties within a reasonable period of time, either party may invoke the process pursuant to GCC Clause 43 (Settlement of Disputes), starting with referral of the matter to the Adjudicator in case an Adjudicator is included and named in the contract Agreement. | | 26. Installation of the System  26.1 As soon as the System, or any Subsystem, has, in the opinion of the Bidder, been delivered, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the Technical Requirements, the SCC and the Agreed Project Plan, the Bidder shall so notify the procuring entity in writing.  26.2 The Project Manager shall, within fourteen (14) days after receipt of the Bidder’s notice under GCC Clause 26.1, either issue an Installation Certificate in the form specified in the Sample Contractual Forms Section in the bidding documents, stating that the System, or major component or Subsystem (if Acceptance by major component or Subsystem is specified pursuant to the SCC for GCC Clause 27.2.1), has achieved Installation by the date of the Bidder’s notice under GCC Clause 26.1, or notify the Bidder in writing of any defects and/or deficiencies, including, but not limited to, defects or deficiencies in the interoperability or integration of the various components and/or Subsystems making up the System. The Bidder shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies that the Project Manager has notified the Bidder of. The Bidder shall then promptly carry out retesting of the System or Subsystem and, when in the Bidder’s opinion the System or Subsystem is ready for Commissioning and Operational Acceptance Testing, notify the procuring entity in writing, in accordance with GCC Clause 26.1. The procedure set out in this GCC Clause 26.2 shall be repeated, as necessary, until an Installation Certificate is issued.  26.3 If the Project Manager fails to issue the Installation Certificate and fails to inform the Bidder of any defects and/or deficiencies within fourteen (14) days after receipt of the Bidder’s notice under GCC Clause 26.1, or if the procuring entity puts the System or a Subsystem into production operation, then the System (or Subsystem) shall be deemed to have achieved successful Installation as of the date of the Bidder’s notice or repeated notice, or when the procuring entity put the System into production operation, as the case may be. | | 27. Commissioning and Operational Acceptance  27.1 Commissioning  27.1.1 Commissioning of the System (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Bidder:  (a) immediately after the Installation Certificate is issued by the Project Manager, pursuant to GCC Clause 26.2; or  (b) as otherwise specified in the Technical Requirement or the Agreed Project Plan; or  (c) immediately after Installation is deemed to have occurred, under GCC Clause 26.3.  27.1.2 The procuring entity shall supply the operating and technical personnel and all materials and information reasonably required to enable the Bidder to carry out its obligations with respect to Commissioning.  Production use of the System or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.  27.2 Operational Acceptance Tests  27.2.1 The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the procuring entity (in accordance with GCC Clause 10.9), but shall be conducted with the full cooperation of the Bidder during Commissioning of the System (or major components or Subsystem[s]), to ascertain whether the System (or major component or Subsystem[s]) conforms to the Technical Requirements and meets the standard of performance quoted in the Bidder’s bid, including, but not restricted to, the functional and technical performance requirements. **Unless otherwise specified in the SCC**, the Operational Acceptance Tests during Commissioning will be conducted as specified in the Technical Requirements and/or the Agreed Project Plan.  At the procuring entity’s discretion, Operational Acceptance Tests may also be performed on replacement goods, upgrades and new version releases, and goods that are added or field-modified after Operational Acceptance of the System.  27.2.2 If for reasons attributable to the procuring entity, the Operational Acceptance Test of the System (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within ninety (90) days from the date of Installation or any other period agreed upon in writing by the procuring entity and the Bidder, the Bidder shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the Technical Specifications, SCC and/or the Agreed Project Plan, and GCC Clause 28.2 and 28.3 shall not apply.  27.3 Operational Acceptance  27.3.1 Subject to GCC Clause 27.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the System, when  (a) the Operational Acceptance Tests, as specified in the Technical Requirements, and/or SCC and/or the Agreed Project Plan have been successfully completed; or  (b) the Operational Acceptance Tests have not been successfully completed or have not been carried out for reasons that are attributable to the procuring entity within the period from the date of Installation or any other agreed-upon period as specified in GCC Clause 27.2.2 above; or  (c) the procuring entity has put the System into production or use for sixty (60) consecutive days. If the System is put into production or use in this manner, the Bidder shall notify the procuring entity and document such use.  27.3.2 At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Bidder may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate.  27.3.3 After consultation with the procuring entity, and within fourteen (14) days after receipt of the Bidder’s notice, the Project Manager shall:  (a) issue an Operational Acceptance Certificate; or  (b) notify the Bidder in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests; or  (c) issue the Operational Acceptance Certificate, if the situation covered by GCC Clause 27.3.1 (b) arises.  27.3.4 The Bidder shall use all reasonable endeavors to promptly remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Project Manager has notified the Bidder of. Once such remedies have been made by the Bidder, the Bidder shall notify the procuring entity, and the procuring entity, with the full cooperation of the Bidder, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Bidder shall notify the procuring entity of its request for Operational Acceptance Certification, in accordance with GCC Clause 27.3.3. The procuring entity shall then issue to the Bidder the Operational Acceptance Certification in accordance with GCC Clause 27.3.3 (a), or shall notify the Bidder of further defects, deficiencies, or other reasons for the failure of the Operational Acceptance Test. The procedure set out in this GCC Clause 27.3.4 shall be repeated, as necessary, until an Operational Acceptance Certificate is issued.  27.3.5 If the System or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:  (a) the procuring entity may consider terminating the contract, pursuant to GCC Clause 41.2.2;  or  (b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the procuring entity to fulfill its obligations under the contract, then the Bidder shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the contract, and GCC Clauses 30.3 and 30.4 shall not apply.  27.3.6 If within fourteen (14) days after receipt of the Bidder’s notice the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Bidder in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the System or Subsystem shall be deemed to have been accepted as of the date of the Bidder’s said notice.  27.4 Partial Acceptance  27.4.1 If so specified in the SCC for GCC Clause 27.2.1, Installation and Commissioning shall be carried out individually for each identified major component or Subsystem(s) of the System. In this event, the provisions in the contract relating to Installation and Commissioning, including the Operational Acceptance Test, shall apply to each such major component or Subsystem individually, and Operational Acceptance Certificate(s) shall be issued accordingly for each such major component or Subsystem of the System, subject to the limitations contained in GCC Clause 27.4.2.  27.4.2 The issuance of Operational Acceptance Certificates for individual major components or Subsystems pursuant to GCC Clause 27.4.1 shall not relieve the Bidder of its obligation to obtain an Operational Acceptance Certificate for the System as an integrated whole (if so specified in the SCC for GCC Clauses 12.1 and 27.2.1) once all major components and Subsystems have been supplied, installed, tested, and commissioned.  27.4.3 In the case of minor components for the System that by their nature do not require Commissioning or an Operational Acceptance Test (e.g., minor fittings, furnishings or site ICT System, etc.), the Project Manager shall issue an Operational Acceptance Certificate within fourteen (14) days after the fittings and/or furnishings have been delivered and/or installed or the site ICT System have been completed. The Bidder shall, however, use all reasonable endeavors to promptly remedy any defects or deficiencies in such minor components detected by the procuring entity or Bidder. |   F. Guarantees and Liabilities   |  | | --- | | 28. Operational Acceptance Time Guarantee  28.1 The Bidder guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of the System (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Implementation Schedule and/or the Agreed Project Plan pursuant to GCC Clause 8.2, or within such extended time to which the Bidder shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).  28.2 **Unless otherwise specified in the SCC**, if the Bidder fails to supply, install, commission, and achieve Operational Acceptance of the System (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule or the Agreed Project Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Bidder shall pay to the procuring entity liquidated damages at the rate of one half of one percent per week as a percentage of the contract Price (exclusive of Recurrent Costs if any), or the relevant part of the contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount of ten (10) percent of the contract Price (exclusive of Recurrent Costs if any). Once the Maximum is reached, the procuring entity may consider termination of the contract, pursuant to GCC Clause 41.2.2.  28.3 **Unless otherwise specified in the SCC,** liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the System (and Subsystems) as specified in the Implementation Schedule and/or Agreed Project Plan. This Clause 28.3 shall not limit, however, any other rights or remedies the procuring entity may have under the contract for other delays.  28.4 If liquidated damages are claimed by the procuring entity for the System (or Subsystem), the Bidder shall have no further liability whatsoever to the procuring entity in respect to the Operational Acceptance time guarantee for the System (or Subsystem). However, the payment of liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the System or from any other of its obligations and liabilities under the contract. | | 29. Defect Liability  29.1 The Bidder warrants that the System, including all Information Technologies, Materials, and other goods supplied and services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical Requirements or that limit in a material fashion the performance, reliability, or extensibility of the System and/or Subsystems. **Unless otherwise specified in the SCC**, there will be NO exceptions and/or limitations to this warranty with respect to Software (or categories of Software). Commercial warranty provisions of products supplied under the contract shall apply to the extent that they do not conflict with the provisions of this contract.  29.2 The Bidder also warrants that the Information Technologies, Materials, and other goods supplied under the contract are new, unused, and incorporate all recent improvements in design that materially affect the System’s or Subsystem’s ability to fulfill the Technical Requirements.  29.3 **Unless otherwise specified in the SCC,** the Bidder warrants that: (i) all goods components to be incorporated into the System form part of the Bidder’s and/or Subcontractor’s current product lines, and (ii) they have been previously released to the market.  29.4 **Unless otherwise specified in the SCC**, the Warranty Period shall commence from the date of Operational Acceptance of the System (or of any major component or Subsystem for which separate Operational Acceptance is provided for in the contract) and shall extend for thirty-six (36) months.  29.5 If during the Warranty Period any defect as described in GCC Clause 29.1 should be found in the design, engineering, Materials, and workmanship of the Information Technologies and other goods supplied or of the services provided by the Bidder, the Bidder shall promptly, in consultation and agreement with the procuring entity regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Bidder shall, at its discretion, determine) such defect as well as any damage to the System caused by such defect. Any defective Information Technologies or other goods that have been replaced by the Bidder shall remain the property of the Bidder.  29.6 The Bidder shall not be responsible for the repair, replacement, or making good of any defect, or of any damage to the System arising out of or resulting from any of the following causes:  (a) improper operation or maintenance of the System by the procuring entity;  (b) normal wear and tear;  (c) use of the System with items not supplied by the Bidder, unless otherwise identified in the Technical Requirements, or approved by the Bidder; or  (d) modifications made to the System by the procuring entity, or a third party, not approved by the Bidder.  29.7 The Bidder’s obligations under this GCC Clause 29 shall not apply to:  (a) any materials that are normally consumed in operation or have a normal life shorter than the Warranty Period; or  (b) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the procuring entity or any matters for which the Bidder has disclaimed responsibility, in accordance with GCC Clause 21.1.2.  29.8 The procuring entity shall give the Bidder a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The procuring entity shall afford all reasonable opportunity for the Bidder to inspect any such defect. The procuring entity shall afford the Bidder all necessary access to the System and the site to enable the Bidder to perform its obligations under this GCC Clause 29.  29.9 The Bidder may, with the consent of the procuring entity, remove from the site any Information Technologies and other goods that are defective, if the nature of the defect, and/or any damage to the System caused by the defect, is such that repairs cannot be expeditiously carried out at the site. If the repair, replacement, or making good is of such a character that it may affect the efficiency of the System, the procuring entity may give the Bidder notice requiring that tests of the defective part be made by the Bidder immediately upon completion of such remedial work, whereupon the Bidder shall carry out such tests.  If such part fails the tests, the Bidder shall carry out further repair, replacement, or making good (as the case may be) until that part of the System passes such tests. The tests shall be agreed upon by the procuring entity and the Bidder.  29.10 **Unless otherwise specified in the SCC**, the response times and repair/replacement times for Warranty Defect Repair are specified in the Technical Requirements. Nevertheless, if the Bidder fails to commence the work necessary to remedy such defect or any damage to the System caused by such defect within two weeks the procuring entity may, following notice to the Bidder, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs incurred by the procuring entity in connection with such work shall be paid to the procuring entity by the Bidder or may be deducted by the procuring entity from any monies due the Bidder or claimed under the Performance Security.  29.11 If the System or Subsystem cannot be used by reason of such defect and/or making good of such defect, the Warranty Period for the System shall be extended by a period equal to the period during which the System or Subsystem could not be used by the procuring entity because of such defect and/or making good of such defect.  29.12 Items substituted for defective parts of the System during the Warranty Period shall be covered by the Defect Liability Warranty for the remainder of the Warranty Period applicable for the part replaced or three (3) months, whichever is greater. For reasons of information security, the procuring entity may choose to retain physical possession of any replaced defective information storage devices.  29.13 At the request of the procuring entity and without prejudice to any other rights and remedies that the procuring entity may have against the Bidder under the contract, the Bidder will offer all possible assistance to the procuring entity to seek warranty services or remedial action from any subcontracted third-party producers or licensor of goods included in the System, including without limitation assignment or transfer in favor of the procuring entity of the benefit of any warranties given by such producers or licensors to the Bidder. | | 30. Functional Guarantees  30.1 The Bidder guarantees that, once the Operational Acceptance Certificate(s) has been issued, the System represents a complete, integrated solution to the procuring entity’s requirements set forth in the Technical Requirements and it conforms to all other aspects of the contract. The Bidder acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the System to the contract requirements will be determined.  30.2 If, for reasons attributable to the Bidder, the System does not conform to the Technical Requirements or does not conform to all other aspects of the contract, the Bidder shall at its cost and expense make such changes, modifications, and/or additions to the System as may be necessary to conform to the Technical Requirements and meet all functional and performance standards. The Bidder shall notify the procuring entity upon completion of the necessary changes, modifications, and/or additions and shall request the procuring entity to repeat the Operational Acceptance Tests until the System achieves Operational Acceptance.  30.3 If the System (or Subsystem[s]) fails to achieve Operational Acceptance, the procuring entity may consider termination of the contract, pursuant to GCC Clause 41.2.2, and forfeiture of the Bidder’s Performance Security in accordance with GCC Clause 13.3 in compensation for the extra costs and delays likely to result from this failure. | | 31. Intellectual Property Rights Warranty  31.1 The Bidder hereby represents and warrants that:  (a) the System as supplied, installed, tested, and accepted;  (b) use of the System in accordance with the contract; and  (c) copying of the Software and Materials provided to the procuring entity in accordance with the contract  do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set forth in the contract, and for the procuring entity to own or exercise all Intellectual Property Rights as provided in the contract. Without limitation, the Bidder shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of the System. | | 32. Intellectual Property Rights Indemnity  32.1 The Bidder shall indemnify and hold harmless the procuring entity and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the procuring entity or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of:  (a) installation of the System by the Bidder or the use of the System, including the Materials, in Jamaica;  (b) copying of the Software and Materials provided the Bidder in accordance with the Agreement; and  (c) sale of the products produced by the System in any country, except to the extent that such losses, liabilities, and costs arise as a result of the procuring entity’s breach of GCC Clause 32.2.  32.2 Such indemnity shall not cover any use of the System, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the contract, any infringement resulting from the use of the System, or any products of the System produced thereby in association or combination with any other ICT System or services not supplied by the Bidder, where the infringement arises because of such association or combination and not because of use of the System in its own right.  32.3 Such indemnities shall also not apply if any claim of infringement:  (a) is asserted by a parent, subsidiary, or affiliate of the procuring entity’s organization;  (b) is a direct result of a design mandated by the procuring entity’s Technical Requirements and the possibility of such infringement was duly noted in the Bidder’s bid; or  (c) results from the alteration of the System, including the Materials, by the procuring entity or any persons other than the Bidder or a person authorized by the Bidder.  32.4 If any proceedings are brought or any claim is made against the procuring entity arising out of the matters referred to in GCC Clause 32.1, the procuring entity shall promptly give the Bidder notice of such proceedings or claims, and the Bidder may at its own expense and in the procuring entity’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  If the Bidder fails to notify the procuring entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the procuring entity shall be free to conduct the same on its own behalf. Unless the Bidder has so failed to notify the procuring entity within the twenty-eight (28) days, the procuring entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The procuring entity shall, at the Bidder’s request, afford all available assistance to the Bidder in conducting such proceedings or claim and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.  32.5 The procuring entity shall indemnify and hold harmless the Bidder and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Bidder or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Bidder in connection with this contract by the procuring entity or any persons (other than the Bidder) contracted by the procuring entity, except to the extent that such losses, liabilities, and costs arise as a result of the Bidder’s breach of GCC Clause 32.8.  32.6 Such indemnity shall not cover  (a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the contract;  (b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other goods or services not provided by the procuring entity or any other person contracted by the procuring entity, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.  32.7 Such indemnities shall also not apply:  (a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Bidder’s organization;  (b) to the extent that any claim of infringement is caused by the alteration, by the Bidder, or any persons contracted by the Bidder, of the design, data, drawing, specification, or other documents or materials provided to the Bidder by the procuring entity or any persons contracted by the procuring entity.  32.8 If any proceedings are brought or any claim is made against the Bidder arising out of the matters referred to in GCC Clause 32.5, the Bidder shall promptly give the procuring entity notice of such proceedings or claims, and the procuring entity may at its own expense and in the Bidder’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the procuring entity fails to notify the Bidder within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Bidder shall be free to conduct the same on its own behalf. Unless the procuring entity has so failed to notify the Bidder within the twenty-eight (28) days, the Bidder shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Bidder shall, at the procuring entity’s request, afford all available assistance to the procuring entity in conducting such proceedings or claim and shall be reimbursed by the procuring entity for all reasonable expenses incurred in so doing. | | 33. Limitation of Liability  33.1 Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:  (a) the Bidder shall not be liable to the procuring entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the procuring entity; and  (b) the aggregate liability of the Bidder to the procuring entity, whether under the contract, in tort or otherwise, shall not exceed the total contract Price, provided that this limitation shall not apply to any obligation of the Bidder to indemnify the procuring entity with respect to intellectual property rights infringement. |   G. Risk Distribution   |  | | --- | | 34. Transfer of Ownership  34.1 With the exception of Software and Materials, the ownership of the Information Technologies and other goods shall be transferred to the procuring entity at the time of Delivery or otherwise under terms that may be agreed upon and specified in the contract Agreement.  34.2 Ownership and the terms of usage of the Software and Materials supplied under the contract shall be governed by GCC Clause 15 (Copyright) and any elaboration in the Technical Requirements.  34.3 Ownership of the Bidder’s Equipment used by the Bidder and its Subcontractors in connection with the contract shall remain with the Bidder or its Subcontractors. | | 35. Care of the System  35.1 The procuring entity shall become responsible for the care and custody of the System or Subsystems upon their Delivery. The procuring entity shall make good at its own cost any loss or damage that may occur to the System or Subsystems from any cause from the date of Delivery until the date of Operational Acceptance of the System or Subsystems, pursuant to GCC Clause 27 (Commissioning and Operational Acceptance), excepting such loss or damage arising from acts or omissions of the Bidder, its employees, or subcontractors.  35.2 If any loss or damage occurs to the System or any part of the System by reason of:  (a) (insofar as they relate to where the Project Site is located) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Bidder could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;  (b) any use not in accordance with the contract, by the procuring entity or any third party;  (c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the procuring entity, or any such matter for which the Bidder has disclaimed responsibility in accordance with GCC Clause 21.1.2,  the procuring entity shall pay to the Bidder all sums payable in respect of the System or Subsystems that have achieved Operational Acceptance, notwithstanding that the same be lost, destroyed, or damaged. If the procuring entity requests the Bidder in writing to make good any loss or damage to the System thereby occasioned, the Bidder shall make good the same at the cost of the procuring entity in accordance with GCC Clause 39. If the procuring entity does not request the Bidder in writing to make good any loss or damage to the System thereby occasioned, the procuring entity shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the System thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the System, the procuring entity shall terminate the contract pursuant to GCC Clause 41.1.  35.3 The procuring entity shall be liable for any loss of or damage to any Bidder’s Equipment which the procuring entity has authorized to locate within the procuring entity's premises for use in fulfillment of Bidder's obligations under the contract, except where such loss or damage arises from acts or omissions of the Bidder, its employees, or subcontractors. | | 36. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification  36.1 The Bidder and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in Jamaica.  36.2 Subject to GCC Clause 36.3, the Bidder shall indemnify and hold harmless the procuring entity and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the procuring entity or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property (other than the System, whether accepted or not) arising in connection with the supply, installation, testing, and Commissioning of the System and by reason of the negligence of the Bidder or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the procuring entity, its contractors, employees, officers, or agents.  36.3 If any proceedings are brought or any claim is made against the procuring entity that might subject the Bidder to liability under GCC Clause 36.2, the procuring entity shall promptly give the Bidder notice of such proceedings or claims, and the Bidder may at its own expense and in the procuring entity’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Bidder fails to notify the procuring entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the procuring entity shall be free to conduct the same on its own behalf. Unless the Bidder has so failed to notify the procuring entity within the twenty-eight (28) day period, the procuring entity shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The procuring entity shall, at the Bidder’s request, afford all available assistance to the Bidder in conducting such proceedings or claim and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.  36.4 The procuring entity shall indemnify and hold harmless the Bidder and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Bidder or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the procuring entity, other than the System not yet achieving Operational Acceptance, that is caused by fire, explosion, or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 37 (Insurances), provided that such fire, explosion, or other perils were not caused by any act or failure of the Bidder.  36.5 If any proceedings are brought or any claim is made against the Bidder that might subject the procuring entity to liability under GCC Clause 36.4, the Bidder shall promptly give the procuring entity notice of such proceedings or claims, and the procuring entity may at its own expense and in the Bidder’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the procuring entity fails to notify the Bidder within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Bidder shall be free to conduct the same on its own behalf. Unless the procuring entity has so failed to notify the Bidder within the twenty-eight (28) days, the Bidder shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Bidder shall, at the procuring entity’s request, afford all available assistance to the procuring entity in conducting such proceedings or claim and shall be reimbursed by the procuring entity for all reasonable expenses incurred in so doing.  36.6 The party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the party fails to take such measures, the other party’s liabilities shall be correspondingly reduced. | | 37. Insurances  37.1 The Bidder shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the contract, the insurance set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the procuring entity, who should not unreasonably withhold such approval.  (a) Cargo Insurance During Transport  as applicable, 110 percent of the price of the Information Technologies and other goods in a freely convertible currency, covering the goods from physical loss or damage during shipment through receipt at the Project Site.  (b) Installation “All Risks” Insurance  as applicable, 110 percent of the price of the Information Technologies and other goods covering the goods at the site from all risks of physical loss or damage (excluding only perils commonly excluded under “all risks” insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the System.  (c) Third-Party Liability Insurance  On terms as **specified in the SCC,** covering bodily injury or death suffered by third parties (including the procuring entity’s personnel) and loss of or damage to property (including the procuring entity’s property and any Subsystems that have been accepted by the procuring entity) occurring in connection with the supply and installation of the ICT System.  (d) Automobile Liability Insurance  In accordance with the statutory requirements prevailing in Jamaica, covering use of all vehicles used by the Bidder or its Subcontractors (whether or not owned by them) in connection with the execution of the contract.  (e) Other Insurance (if any), as **specified in the SCC.**  37.2 The procuring entity shall be named as co-insured under all insurance policies taken out by the Bidder pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Bidder’s Subcontractors shall be named as co-insured under all insurance policies taken out by the Bidder pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer’s rights of subrogation against such co-insured for losses or claims arising out of the performance of the contract shall be waived under such policies.  37.3 The Bidder shall deliver to the procuring entity certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.  37.4 The Bidder shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the contract, unless such Subcontractors are covered by the policies taken out by the Bidder.  37.5 If the Bidder fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the procuring entity may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Bidder under the contract any premium that the procuring entity shall have paid to the insurer or may otherwise recover such amount as a debt due from the Bidder.  37.6 Unless otherwise provided in the contract, the Bidder shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Bidder. The procuring entity shall give to the Bidder all such reasonable assistance as may be required by the Bidder in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the procuring entity’s interest is involved, the Bidder shall not give any release or make any compromise with the insurer without the prior written consent of the procuring entity. With respect to insurance claims in which the Bidder’s interest is involved, the procuring entity shall not give any release or make any compromise with the insurer without the prior written consent of the Bidder. | | 38. Force Majeure  38.1 “Force Majeure” shall mean any event beyond the reasonable control of the procuring entity or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following: | | (a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;  (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;  (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;  (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;  (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;  (f) failure, by the Bidder, to obtain the necessary export permit(s) from the governments of the Country(s) of Origin of the Information Technologies or other goods, or Bidder’s Equipment provided that the Bidder has made all reasonable efforts to obtain the required export permit(s), including the exercise of due diligence in determining the eligibility of the System and all of its components for receipt of the necessary export permits.  38.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.  38.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).  38.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract, but without prejudice to either party’s right to terminate the contract under GCC Clause 38.6.  38.5 No delay or nonperformance by either party to this contract caused by the occurrence of any event of Force Majeure shall:  (a) constitute a default or breach of the contract;  (b) (subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance,  if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.  38.6 If the performance of the contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the time period covered by the contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the contract by giving a notice to the other.  38.7 In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the procuring entity and the Bidder shall be as specified in GCC Clauses 41.1.2 and 41.1.3.  38.8 Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the procuring entity to make payments to the Bidder under this contract. |   H. Change in Contract Elements   |  | | --- | | 39. Changes to the System  39.1 Introducing a Change  39.1.1 Subject to GCC Clauses 39.2.5 and 39.2.7, the procuring entity shall have the right to propose, and subsequently require, the Project Manager to order the Bidder from time to time during the performance of the contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called “Change”), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the contract.  A Change may involve, but is not restricted to, the substitution of updated Information Technologies and related services in accordance with GCC Clause 23 (Product Upgrades).  39.1.2 The Bidder may from time to time during its performance of the contract propose to the procuring entity (with a copy to the Project Manager) any Change that the Bidder considers necessary or desirable to improve the quality or efficiency of the System. The procuring entity may at its discretion approve or reject any Change proposed by the Bidder.  39.1.3 Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Bidder in the performance of its obligations under the contract shall be deemed to be a Change, and such change shall not result in any adjustment of the contract Price or the Time for Achieving Operational Acceptance.  39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Contractual Forms Section in the bidding documents.  39.1.5 Moreover, the procuring entity and Bidder will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be “frozen.” Any Change initiated after this time will be dealt with after Operational Acceptance.  39.2 Changes Originating from procuring entity  39.2.1 If the procuring entity proposes a Change pursuant to GCC Clauses 39.1.1, it shall send to the Bidder a “Request for Change Proposal,” requiring the Bidder to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:  (a) brief description of the Change;  (b) impact on the Time for Achieving Operational Acceptance;  (c) detailed estimated cost of the Change;  (d) effect on Functional Guarantees (if any);  (e) effect on any other provisions of the contract.  39.2.2 Prior to preparing and submitting the “Change Proposal,” the Bidder shall submit to the Project Manager a “Change Estimate Proposal,” which shall be an estimate of the cost of preparing the Change Proposal, plus a first approximation of the suggested approach and cost for implementing the changes. Upon receipt of the Bidder’s Change Estimate Proposal, the procuring entity shall do one of the following:  (a) accept the Bidder’s estimate with instructions to the Bidder to proceed with the preparation of the Change Proposal;  (b) advise the Bidder of any part of its Change Estimate Proposal that is unacceptable and request the Bidder to review its estimate;  (c) advise the Bidder that the procuring entity does not intend to proceed with the Change.  39.2.3 Upon receipt of the procuring entity’s instruction to proceed under GCC Clause 39.2.2 (a), the Bidder shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Clause 39.2.1. The Bidder, at its discretion, may specify a validity period for the Change Proposal, after which if the procuring entity and Bidder has not reached agreement in accordance with GCC Clause 39.2.6, then GCC Clause 39.2.7 shall apply.  39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the contract. If the nature of the Change is such that the contract rates and prices are inequitable, the parties to the contract shall agree on other specific rates to be used for valuing the Change.  39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate impact of compliance with the Request for Change Proposal and with all other Change Orders that have already become binding upon the Bidder under this GCC Clause 39 would be to increase or decrease the contract Price as originally set forth in Article 2 (contract Price) of the contract Agreement by more than fifteen (15) percent, the Bidder may give a written notice of objection to this Request for Change Proposal prior to furnishing the Change Proposal. If the procuring entity accepts the Bidder’s objection, the procuring entity shall withdraw the proposed Change and shall notify the Bidder in writing of its acceptance.  The Bidder’s failure to so object to a Request for Change Proposal shall neither affect its right to object to any subsequent requested Changes or Change Orders, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the contract Price that any Change not objected to by the Bidder represents.  39.2.6 Upon receipt of the Change Proposal, the procuring entity and the Bidder shall mutually agree upon all matters contained in the Change Proposal. Within fourteen (14) days after such agreement, the procuring entity shall, if it intends to proceed with the Change, issue the Bidder a Change Order. If the procuring entity is unable to reach a decision within fourteen (14) days, it shall notify the Bidder with details of when the Bidder can expect a decision. If the procuring entity decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Bidder accordingly. Under such circumstances, the Bidder shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Bidder in its Change Estimate Proposal submitted in accordance with GCC Clause 39.2.2.  39.2.7 If the procuring entity and the Bidder cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Achieving Operational Acceptance, or any other matters identified in the Change Proposal, the Change will not be implemented. However, this provision does not limit the rights of either party under GCC Clause 6 (Settlement of Disputes).  39.3 Changes Originating from Bidder  If the Bidder proposes a Change pursuant to GCC Clause 39.1.2, the Bidder shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Clause 39.2.1. Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Clauses 39.2.6 and 39.2.7. However, should the procuring entity choose not to proceed or the procuring entity and the Bidder cannot come to agreement on the change during any validity period that the Bidder may specify in its Application for Change Proposal, the Bidder shall not be entitled to recover the costs of preparing the Application for Change Proposal, unless subject to an agreement between the procuring entity and the Bidder to the contrary.  39.4 Value engineering. The Bidder 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) 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 systems; or  (d) yields any other benefits to the procuring entity,  without compromising the necessary functions of the systems.  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 Bidder 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 Bidder shall be the full increase in the contract Price. | | 40. Extension of Time for Achieving Operational Acceptance  40.1 The time(s) for achieving Operational Acceptance specified in the Schedule of Implementation shall be extended if the Bidder is delayed or impeded in the performance of any of its obligations under the contract by reason of any of the following:  (a) any Change in the System as provided in GCC Clause 39 (Change in the ICT System);  (b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);  (c) default of the procuring entity; or  (d) any other matter specifically mentioned in the contract;  by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Bidder.  40.2 Except where otherwise specifically provided in the contract, the Bidder shall submit to the Project Manager a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the procuring entity and the Bidder shall agree upon the period of such extension. In the event that the Bidder does not accept the procuring entity’s estimate of a fair and reasonable time extension, the Bidder shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clause 6.  40.3 The Bidder shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the contract. | | 41. Termination  41.1 Termination for procuring entity’s Convenience  41.1.1 The procuring entity may at any time terminate the contract for any reason by giving the Bidder a notice of termination that refers to this GCC Clause 41.1.  41.1.2 Upon receipt of the notice of termination under GCC Clause 41.1.1, the Bidder shall either as soon as reasonably practical or upon the date specified in the notice of termination  (a) cease all further work, except for such work as the procuring entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;  (b) terminate all subcontracts, except those to be assigned to the procuring entity pursuant to GCC Clause 41.1.2 (d) (ii) below;  (c) remove all Bidder’s Equipment from the site, repatriate the Bidder’s and its Subcontractors’ personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;  (d) in addition, the Bidder, subject to the payment specified in GCC Clause 41.1.3, shall  (i) deliver to the procuring entity the parts of the System executed by the Bidder up to the date of termination;  (ii) to the extent legally possible, assign to the procuring entity all right, title, and benefit of the Bidder to the System, or Subsystem, as at the date of termination, and, as may be required by the procuring entity, in any subcontracts concluded between the Bidder and its Subcontractors;  (iii) deliver to the procuring entity all nonproprietary drawings, specifications, and other documents prepared by the Bidder or its Subcontractors as of the date of termination in connection with the System.  41.1.3 In the event of termination of the contract under GCC Clause 41.1.1, the procuring entity shall pay to the Bidder the following amounts:  (a) the contract Price, properly attributable to the parts of the System executed by the Bidder as of the date of termination;  (b) the costs reasonably incurred by the Bidder in the removal of the Bidder’s Equipment from the site and in the repatriation of the Bidder’s and its Subcontractors’ personnel;  (c) any amount to be paid by the Bidder to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;  (d) costs incurred by the Bidder in protecting the System and leaving the site in a clean and safe condition pursuant to GCC Clause 41.1.2 (a); and  (e) the cost of satisfying all other obligations, commitments, and claims that the Bidder may in good faith have undertaken with third parties in connection with the contract and that are not covered by GCC Clauses 41.1.3 (a) through (d) above.  41.2 Termination for Bidder’s Default  41.2.1 The procuring entity, without prejudice to any other rights or remedies it may possess, may terminate the contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Bidder, referring to this GCC Clause 41.2:  (a) if the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt;  (b) if the Bidder assigns or transfers the contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or  (c) if the Bidder, in the judgment of the procuring entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix to the GCC, in competing for or in executing the contract, including but not limited to willful misrepresentation of facts concerning ownership of Intellectual Property Rights in, or proper authorization and/or licenses from the owner to offer, the hardware, software, or materials provided under this contract.  41.2.2 If the Bidder:  (a) has abandoned or repudiated the contract;  (b) has without valid reason failed to commence work on the System promptly;  (c) persistently fails to execute the contract in accordance with the contract or persistently neglects to carry out its obligations under the contract without just cause;  (d) refuses or is unable to provide sufficient Materials, services, or labor to execute and complete the System in the manner specified in the Agreed Project Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the procuring entity that the Bidder can attain Operational Acceptance of the System by the Time for Achieving Operational Acceptance as extended;  then the procuring entity may, without prejudice to any other rights it may possess under the contract, give a notice to the Bidder stating the nature of the default and requiring the Bidder to remedy the same. If the Bidder fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the procuring entity may terminate the contract forthwith by giving a notice of termination to the Bidder that refers to this GCC Clause 41.2.  41.2.3 Upon receipt of the notice of termination under GCC Clauses 41.2.1 or 41.2.2, the Bidder shall, either immediately or upon such date as is specified in the notice of termination:  (a) cease all further work, except for such work as the procuring entity may specify in the notice of termination for the sole purpose of protecting that part of the System already executed or any work required to leave the site in a clean and safe condition;  (b) terminate all subcontracts, except those to be assigned to the procuring entity pursuant to GCC Clause 41.2.3 (d) below;  (c) deliver to the procuring entity the parts of the System executed by the Bidder up to the date of termination;  (d) to the extent legally possible, assign to the procuring entity all right, title and benefit of the Bidder to the System or Subsystems as at the date of termination, and, as may be required by the procuring entity, in any subcontracts concluded between the Bidder and its Subcontractors;  (e) deliver to the procuring entity all drawings, specifications, and other documents prepared by the Bidder or its Subcontractors as at the date of termination in connection with the System.  41.2.4 The procuring entity may enter upon the site, expel the Bidder, and complete the System itself or by employing any third party. Upon completion of the System or at such earlier date as the procuring entity thinks appropriate, the procuring entity shall give notice to the Bidder that such Bidder’s Equipment will be returned to the Bidder at or near the site and shall return such Bidder’s Equipment to the Bidder in accordance with such notice. The Bidder shall thereafter without delay and at its cost remove or arrange removal of the same from the site.  41.2.5 Subject to GCC Clause 41.2.6, the Bidder shall be entitled to be paid the contract Price attributable to the portion of the System executed as at the date of termination and the costs, if any, incurred in protecting the System and in leaving the site in a clean and safe condition pursuant to GCC Clause 41.2.3 (a). Any sums due the procuring entity from the Bidder accruing prior to the date of termination shall be deducted from the amount to be paid to the Bidder under this contract.  41.2.6 If the procuring entity completes the System, the cost of completing the System by the procuring entity shall be determined. If the sum that the Bidder is entitled to be paid, pursuant to GCC Clause 41.2.5, plus the reasonable costs incurred by the procuring entity in completing the System, exceeds the contract Price, the Bidder shall be liable for such excess. If such excess is greater than the sums due the Bidder under GCC Clause 41.2.5, the Bidder shall pay the balance to the procuring entity, and if such excess is less than the sums due the Bidder under GCC Clause 41.2.5, the procuring entity shall pay the balance to the Bidder. The procuring entity and the Bidder shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.  41.3 Termination by Bidder  41.3.1 If:  (a) the procuring entity has failed to pay the Bidder any sum due under the contract within the specified period, has failed to approve any invoice or supporting documents without just cause **pursuant to the SCC,** or commits a substantial breach of the contract, the Bidder may give a notice to the procuring entity that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the procuring entity to remedy the same, as the case may be. If the procuring entity fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Bidder’s notice; or  (b) the Bidder is unable to carry out any of its obligations under the contract for any reason attributable to the procuring entity, including but not limited to the procuring entity’s failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the System;  then the Bidder may give a notice to the procuring entity of such events, and if the procuring entity has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Bidder is still unable to carry out any of its obligations under the contract for any reason attributable to the procuring entity within twenty-eight (28) days of the said notice, the Bidder may by a further notice to the procuring entity referring to this GCC Clause 41.3.1, forthwith terminate the contract.  41.3.2 The Bidder may terminate the contract immediately by giving a notice to the procuring entity to that effect, referring to this GCC Clause 41.3.2, if the procuring entity becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the procuring entity takes or suffers any other analogous action in consequence of debt.  41.3.3 If the contract is terminated under GCC Clauses 41.3.1 or 41.3.2, then the Bidder shall immediately:  (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;  (b) terminate all subcontracts, except those to be assigned to the procuring entity pursuant to Clause 41.3.3 (d) (ii);  (c) remove all Bidder’s Equipment from the site and repatriate the Bidder’s and its Subcontractor’s personnel from the site.  (d) In addition, the Bidder, subject to the payment specified in GCC Clause 41.3.4, shall:  (i) deliver to the procuring entity the parts of the System executed by the Bidder up to the date of termination;  (ii) to the extent legally possible, assign to the procuring entity all right, title, and benefit of the Bidder to the System, or Subsystems, as of the date of termination, and, as may be required by the procuring entity, in any subcontracts concluded between the Bidder and its Subcontractors;  (iii) to the extent legally possible, deliver to the procuring entity all drawings, specifications, and other documents prepared by the Bidder or its Subcontractors as of the date of termination in connection with the System.  41.3.4 If the contract is terminated under GCC Clauses 41.3.1 or 41.3.2, the procuring entity shall pay to the Bidder all payments specified in GCC Clause 41.1.3 and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Bidder arising out of, in connection with, or in consequence of such termination.  41.3.5 Termination by the Bidder pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Bidder that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.  41.4 In this GCC Clause 41, the expression “portion of the System executed” shall include all work executed, services provided, and all Information Technologies, or other goods acquired (or subject to a legally binding obligation to purchase) by the Bidder and used or intended to be used for the purpose of the System, up to and including the date of termination.  41.5 In this GCC Clause 41, in calculating any monies due from the procuring entity to the Bidder, account shall be taken of any sum previously paid by the procuring entity to the Bidder under the contract, including any advance payment paid **pursuant to the SCC.** | | 42. Assignment  42.l Neither the procuring entity nor the Bidder shall, without the express prior written consent of the other, assign to any third party the contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Bidder shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the contract. |   I. Settlement of Disputes   |  | | --- | | 43. Settlement of Disputes  43.1 Adjudication  43.1.1 If any dispute of any kind whatsoever shall arise between the procuring entity and the Bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of the System (whether during the progress of implementation or after its achieving Operational Acceptance and whether before or after the termination, abandonment, or breach of the contract), the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within fourteen (14) days after one party has notified the other in writing of the dispute, then, if the contract Agreement in Appendix 2 includes and names an Adjudicator, the dispute shall, within another fourteen (14) days, be referred in writing by either party to the Adjudicator, with a copy to the other party. If there is no Adjudicator specified in the contract Agreement, the mutual consultation period stated above shall last twenty-eight (28) days (instead of fourteen), upon expiry of which either party may move to the notification of arbitration pursuant to GCC Clause 6.2.1. | | 43.1.2 The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of the dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the procuring entity or the Bidder within fifty-six (56) days of such reference, the decision shall become final and binding upon the procuring entity and the Bidder. Any decision that has become final and binding shall be implemented by the parties forthwith.  43.1.3 The Adjudicator shall be paid an hourly fee at the rate specified in the contract Agreement plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the procuring entity and the Bidder.  43.1.4 Should the Adjudicator resign or die, or should the procuring entity and the Bidder agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the contract, a new Adjudicator shall be jointly appointed by the procuring entity and the Bidder. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority **specified in the SCC,** or, if no Appointing Authority is **specified in SCC,** the contract shall, from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.  43.2 Arbitration  43.2.1 If  (a) the procuring entity or the Bidder is dissatisfied with the Adjudicator’s decision and acts before this decision has become final and binding pursuant to GCC Clause 43.1.2, or  (b) the Adjudicator fails to give a decision within the allotted time from referral of the dispute pursuant to GCC Clause 43.1.2, and the procuring entity or the Bidder acts within the following fourteen (14) days, or  (c) in the absence of an Adjudicator from the contract Agreement, the mutual consultation pursuant to GCC Clause 43.1.1 expires without resolution of the dispute and the procuring entity or the Bidder acts within the following fourteen (14) days,  then either the procuring entity or the Bidder may act to give notice to the other party, with a copy for information to the Adjudicator in case an Adjudicator had been involved, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.  43.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Clause 43.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after Installation of the ICT System.  43.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**  43.3 Notwithstanding any reference to the Adjudicator or arbitration in this clause,  (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree;  (b) the procuring entity shall pay the Bidder any monies due the Bidder. | | | |

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# Section VII - Special Conditions of Contract

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**Special Conditions of Contract**

The following Special Conditions of contract (SCC) shall supplement or amend the General Conditions of contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

A. contract and Interpretation

1. Definitions (GCC Clause 1)

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| --- | --- |
| GCC 1.1 (b) (i) | The procuring entity is: [ insert: complete legal name of the procuring entity ]. |
| GCC 1.1 (b) (ii) | The Project Manager is: [ insert: name and/or the official title of Project Manager]. |
| GCC 1.1 (e) (x) | There are no Special Conditions associated with GCC 1.1 (e) (x).  [Note: ***The GCC default specifies the contract Period as when all the Bidder’s obligations are completed. If there is a reason to set a hard-and-fast calendar date for the contract Period to end, then specify here]*** |
| GCC 1.1 (e) (xiii) | The Post-Warranty services Period is [insert: number of months] starting with the completion of the Warranty Period. |

1. Notices (GCC Clause 4)

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| --- | --- |
| GCC 4.3 | Address of the Project Manager: [ as appropriate, insert: personal delivery, postal, facsimile, email, and/or EDI addresses.]  Fallback address of the procuring entity: [ as appropriate, insert: personal delivery, postal, facsimile, email, and/or EDI addresses.]  ***[Note:*** *If the procuring entity wishes to use Electronic Data Interchange (EDI) to communicate with the Bidder, it should specify the standards and protocols (for example ANSI X12 or ISO EDIFACT). The details may then be revised at contract finalization. If so, add the following text.]*  For Electronic Data Interchange (EDI) the procuring entity and Bidder will use the following standards, protocols, addresses, and procedures: [ insert: standards, protocols, addresses; also describe: any relevant procedures] |

B. Subject Matter of contract

1. Scope of the System (GCC Clause 7)

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| --- | --- |
| GCC 7.3 | The Bidder’s obligations under the contract will include the following recurrent cost items, as identified in the Recurrent Cost tables in the Bidder’s bid:  [specify: the recurrent cost items/services that are included in the contract; also provide cross reference to the place in the Technical Requirements where each item/service is specified in detail.]  ***[Note****: The requirements in terms of recurrent cost items should be defined here, reflected in the Recurrent Cost Table for the Warranty period, and elaborated in the Technical Requirements. See also notes to SCC Clause 29.4 regarding services that are not typically included in commercial warranties.*  *If the procuring entity expects that wear and tear on System components will necessitate routine replacement of such components, and if procuring entity technical staff will perform these repair and replacement tasks, the procuring entity may wish to consider adding the following clause to the SCC that obligates the Bidder to stock and/or provide certain spare parts.]*  The Bidder agrees to supply spare parts required for the operation and maintenance of the System, as stated below, for [ insert: number of years]years beginning with Operational Acceptance. Moreover, the price of such spare parts shall be those specified in the spare parts price schedule submitted by the Suppler as part of its bid. These prices shall include the purchase price for such spare parts and other costs and expenses (including the Bidder’s fees) relating to the supply of spare parts.  [list the spare parts needs, or reference the line items in the Spare Parts Schedule of Requirements in the Bidder’s bid, if the Bidder is the source of the identity of the spares, i.e., reflecting its own understanding of its own technologies.]  **[*Note:*** *The need to ensure the availability of spare parts sources, above and beyond those the Bidder would routinely and implicitly need to perform under its defect liability and/or maintenance responsibilities, generally is not a major issue for the Information Technologies available in the market today. A System is likely to become obsolete long before it begins to develop physical defects.]* |

1. Time for Commencement and Operational Acceptance (GCC Clause 8)

|  |  |
| --- | --- |
| GCC 8.1 | The Bidder shall commence work on the System within: [ insert: number of days] days from the Effective Date of the contract. |

1. Bidder’s Responsibilities (GCC Clause 9)

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| --- | --- |
| GCC 9.9 | [Delete if not applicable] Insert any sustainable procurement contractual provisions, if applicable.  The following sustainable procurement contractual provisions apply: |

C. Payment

1. Contract Price (GCC Clause 11)

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| --- | --- |
| GCC 11.2 (b) | Adjustments to the contract Price shall be as follows: [ state: “not applicable” or specify: the items, adjustment formula or formulas, and the relevant price indices].  **[*Note:*** *Price adjustment is not generally associated with ICT System procurements. Price adjustment may be appropriate when: (i) performance of the contract is expected to last more than eighteen months; (ii) the cost of an important input, such as labor, is subject to inflation (or deflation); and (iii) meaningful price indices are readily available and well accepted. Thus, for example, if the contract provides a substantial number of recurrent cost items following Operational Acceptance, would the inclusion of an SCC to permit adjustment be appropriate. In such cases, adjustment should be limited to those items only and use appropriate indices that accurately mirror the relevant price trends.]* |

1. Terms of Payment (GCC Clause 12)

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| --- | --- |
| GCC 12.1 | Subject to the provisions of GCC Clause 12 (Terms of Payment), the procuring entity shall pay the contract Price to the Bidder according to the categories and in the manner specified below. Only the categories Advance Payment and Complete System Integration relate to the entire contract Price. In other payment categories, the term "total contract Price" means the total cost of ICT System or services under the specific payment category. Within each such category, the contract Implementation Schedule may trigger pro-rata payments for the portion of the total contract Price for the category corresponding to the ICT System or services actually Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Schedule of Requirements of the contract Agreement.  (a) Advance Payment  ten percent (10%) of the entire contract Price, exclusive of all Recurrent Costs, shall be paid against receipt of a claim accompanied by the Advance Payment Security specified in GCC Clause 13.2.  ***[Note:*** *The advance payment may be higher than 10% in cases where Bidder's mobilization costs (i.e., costs between contract effectiveness and the first scheduled contract payment) are likely to be much larger than the advance payment, resulting in substantial negative cash flow for the Bidder. This happens primarily in projects where the Bidder must acquire expensive highly-specialized equipment to customize and configure a solution system prior to the first scheduled payment milestone. In these cases, the entire schedule of payments below obviously needs to be adjusted accordingly.]*  (b) Information Technologies, Materials, and other goods, with the exception of Custom Software and Custom Materials:  sixty percent (60%) of the total or pro-rata contract Price for this category against Delivery  ten percent (10%) of the same price against Installation  ten percent (10%) of the same price against Operational Acceptance.  (c) Custom Software and Custom Materials:  sixty percent (60%) of the total or pro-rata contract Price for this category against Installation  twenty percent (20%) of the same price against Operational Acceptance.  ***[Note:*** *Large custom software development or system integration contracts (e.g., those taking longer than six months from contract Effectiveness to Operational Acceptance of the Application Software subsystem) are usually paid in increments against procuring entity's acceptance of major intermediate deliverables defined in the implementation schedule as key milestones (e.g. a sequence of major system design documents, such as: software requirements specifications, software design document, development of a prototype for a major subsystem, delivery of a pilot implementation of the software for a subsystem or the entire system, etc. ). In those cases, the above payment terms should be modified accordingly and refer to the milestones in the Implementation Schedule. The payment terms should allow the Bidder an adequate cash flow vis-à-vis the steps need to achieve an operational ICT System.]*  (d) services other than Training:  eighty percent (80%) of the pro-rata Contract Price for services performed will be paid monthly in arrears, on submission and procuring entity’s approval of invoices:  ***[Note:*** *Some Contracts may involve considerable “services other than Training” (and services other than software customization). For instance, there could be the digitization of maps using the procured Geographical ICT System (GIS), or the scanning, indexing and conversion of paper documents, or the conversion or migration of existing electronic data sets. In these cases, payment may be keyed to acceptance of intermediate deliverables or completion of service delivery phases defined in the project implementation schedule, rather than merely to the passage of time, as illustrated. In designing this type of payment terms, the procuring entity has an obligation to balance and ensure consistency between its own interest to pay only against value received, the Bidder's need for a reasonable cash flow, the design of the project implementation schedule, the specification of service milestones and even the process for acceptance testing of intermediate deliverables (when milestones completion would be subject to such testing).]*  (e) Training  thirty percent (30%) of the total contract Price for training services at the start of the full training program  fifty percent (50%) of the pro-rata contract Price for training services performed will be paid monthly in arrears, on submission and approval of appropriate invoices.  (f) Complete System Integration  ten percent (10%) of the entire contract Price, exclusive of all Recurrent Costs, as final payment against Operational Acceptance of the System as an integrated whole.  (g) Recurrent Costs  one hundred percent (100%) of the price of the services actually delivered will be paid quarterly in arrears, on submission and procuring entity’s approval of invoices.  ***[Note:*** *If a separate Operational Acceptance for the System as an integrated whole is not required, increase by 10% points the final payment percentages of all other ICT System and services above.]* |
| GCC 12.3 | The procuring entity shall pay to the Bidder interest on the delayed payments at a rate of: [ insert: number (X) followed by “percent” or “%”] per annum. |
| GCC 12.4 | The Bidder will invoice the procuring entity in the currency used in the Contract Agreement and the Schedule of Requirements it refers to, for goods and services supplied locally, and the conversion between this currency and JMD for payment purposes - in case the two currencies are different - will be made as of the actual payment date using the exchange rate found in Bank of Jamaica*].* |

1. Securities (GCC Clause 13)

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| GCC 13.3.1 | The Performance Security shall be denominated in [ insert currency]for an amount equal to [ insert: number]percent of the Contract Price, excluding any Recurrent Costs.  *[Note: The general rule is that the Performance Security is denominated in the currency or currencies of the contract or in a freely convertible currency acceptable to the procuring entity. It should be set as no more than ten (10) percent of the Contract Price, including Recurrent Costs during the Warranty Period. Provision of the Performance Security increases the transaction costs incurred by the successful bidder, which it can recover only by increasing its price. Therefore, for a simple system, Performance Security in an amount of only six (6) percent of the contract Price would provide adequate protection while for a moderately complex system, eight (8) percent should be sufficient.]* |
| GCC 13.3.4 | During the Warranty Period (i.e., after Operational Acceptance of the System), the Performance Security shall be reduced to [ insert: number]percent of the Contract Price, excluding any Recurrent Costs.  *[Note: An appropriate amount for the Performance Security for a (three-year) Warranty Period would be between one (1) and two and a half (2.5) percent of the contract Price including Recurrent Costs for the Warranty period..]* |

D. Intellectual Property

1. Copyright (GCC Clause 15)

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| GCC 15.3 | There are no Special Conditions of Contract applicable to GCC Clause 15.3  *[Note: The procuring entity may choose to specify the conditions under which contractual rights would be conveyed to any procuring entity of the concern, or any successor entities following a reorganization or other procedures. .]* |
| GCC 15.4 | There are no Special Conditions of contract applicable to GCC Clause 15.4  ***[Note:*** *There is a broad spectrum of strategies that the procuring entity can adopt regarding Intellectual Property Rights in Custom Software (and in Custom Materials). One extreme case is that the procuring entity retains all Intellectual Property Rights and tightly restricts what the Bidder can do with the Custom Software and information related to it. This approach may be appropriate when the procuring entity has highly sensitive procedures embedded in the Custom Software (e.g., a central bank’s settlement system) or commercial competitive concerns regarding wider use of the Software, designs, or information, or where the procuring entity considers that it is contributing valuable know-how to the development of the Custom Software and wishes to share in future profits with the Bidder that derives from exploitation of that know-how. The other extreme case is where the procuring entity retains no Intellectual Property Rights in the Custom Software and only licenses its use from the Bidder. This approach is most appropriate when the Bidder wants to take advantage of the potential cost reduction in allowing the Bidder to commercialize the Custom Software (rather than sharing in future profits) and where the procuring entity has no proprietary or commercial concerns regarding its reuse.*  *A wide variety of intermediate arrangements can be appropriate, depending on the circumstances. These would entail variations of what the procuring entity is entitled to do with the software, designs, and related information (and under what conditions). These rights and obligations include the following: (i) duplicating and using the software on different equipment, such as back-ups, additional computers, replacements, upgraded units, etc.; (ii) transferring the license or sublicensing the software for other entities to use, modify, develop, commercialize, etc.; (iii) sharing proprietary information regarding the Custom Software with various parties. The procuring entity’s obligations and rights (and the conditions under which those rights and obligations apply) can vary substantially also. These include: (i) what the procuring entity must and can do with the CASE files, Source Code, and executable code of the Custom Software; (ii) sharing, reselling, and otherwise providing access to the software, designs and related information; and (iii) auditing for license compliance.*  *The Bidder’s rights in relation to the Custom Software may:*   * *Be limited to use in order to support the procuring entity; or* * *Extend to commercial exploitation by re-licensing to third-party customers.*   *If the Bidder’s rights extend to commercial exploitation, they may be limited as follows:*   * *There may be an interim period, designed to protect the procuring entity’s competitive edge, during which the Bidder is not permitted to exploit commercially; and/or* * *The Bidder may be prohibited from licensing the Custom Software to certain categories of customer (for example, direct competitors of the procuring entity) or in certain territories (for example, Jamaica), either for a limited period or indefinitely; and/or* * *The Bidder may be required to pay royalties to the procuring entity when it licenses third parties to use the Custom Software.*   *The first two of these categories of limitation are intended to protect the procuring entity’s competitive edge. The third is intended to allow the procuring entity to share in future profits made by the Bidder through exploitation of the Custom Software. Royalty arrangements will have to be backed up by obligations to report to the procuring entity regarding future sales of products to which royalties apply and audit rights so that the procuring entity can check that the Bidder’s reports are accurate. Clearly, if royalty arrangements are put in place, the value of the Custom Software to the Bidder is reduced, so the procuring entity may not benefit from an up-front cost saving.*  *The procuring entity’s rights in relation to the Custom Software may also be restricted to “user” rights or extended to commercial exploitation. If the procuring entity is to be treated as a mere user of the Custom Software, it might accept restrictions on use similar to those imposed in relation to the Standard Software (indeed, the default position in the GCC is that the Custom Software will be licensed to the procuring entity on exactly the same terms as the Standard Software if the Intellectual Property Rights in the Custom Software does not vest in the procuring entity). It may, however, also expect to have access to, and a right to use, CASE files and Source Code to the Custom Software (whereas, at best, Source Code to the Standard Software is likely to be deposited in escrow).*  *If the procuring entity is to be permitted to exploit the Custom Software commercially, its exploitation rights may be limited in similar ways to the ways in which the procuring entity’s own usage rights to the Custom Software may be limited.*  *It may be appropriate to apply different arrangements to various elements of the Custom Software, according to their commercial sensitivity and potential for exploitation and the degree of competitive advantage that they afford to the procuring entity.*  *The various possible arrangements can be achieved by a variety of contractual mechanisms. Ownership of Intellectual Property Rights in the Custom Software may vest the Bidder or the procuring entity, with the owner of those rights granting an appropriate license to the other party. This license may be subject to various degrees of exclusivity, depending on the desired commercial outcome (for example, the Bidder may own the Intellectual Property Rights in the Custom Software by granting to the procuring entity a license that is exclusive, in relation to exploitation in the procuring entity’s Country, for two years).*  *If an exclusive license is to be granted, competition law issues will need to be considered in some jurisdictions.*  *Each is sufficiently different as to render virtually all sample text inappropriate in numerous cases. Accordingly, the procuring entity of Custom Software will, in most instances, require the services of an appropriately skilled lawyer to draft SCC for the rights and obligations regarding Custom Software (more particularly, the variety of rights and obligations that potentially apply to different items of Custom Software).]* |
| GCC 15.5 | There are no Special Conditions of Contract applicable to GCC Clause 15.5  ***[Note:*** *Special software escrow arrangements are generally needed in relation to Contracts for the supply of Software, particularly Application Software, where there is concern about the ability of the Bidder to provide ongoing support throughout the life of the System. The protection provided by an escrow arrangement, however, should be weighed against the costs of administering it. The actual language of the escrow contract will vary depending on the laws of the country in which the escrow deposit is to be made (which may be Jamaica or another country with a suitable legal regime) and the escrow agent selected (escrow agents generally have their own standard form contracts). Provisions may cover:*  *(i) the Bidder’s obligations to deliver the Source Code to the escrow agent and make replacement deposits to ensure that the Source Code is up to date;*  *(ii) the Bidder’s warranties that the Source Code is at all times capable of being used to generate the latest version of the executable code to the relevant Software in use by the procuring entity and suitable to enable the procuring entity to support and develop the Software;*  *(iii) the escrow agent’s obligations to keep the Source Code secure and confidential;*  *(iv) the escrow agent’s obligations in relation to verification of the Source Code (to ensure that it is Source Code and that it is capable of generating the executable code);*  *(v) the obligations of the Bidder and the procuring entity in relation to payment of the escrow agent’s fee;*  *(vi) the escrow agent’s right and obligation to release the Source Code to the procuring entity in certain specified “release events” (e.g., bankruptcy or insolvency of the Bidder or the Bidder’s failure to make deposits or to support the Software);*  *(vii) limitations and exclusions of the escrow agent’s liability;*  *(viii) the circumstances in which the escrow arrangement will terminate, and what will happen to the deposited Source Code on termination; and*  *(ix) confidentiality undertakings to be given by the procuring entity on release of the Source Code.]* |

1. Software License Agreements (GCC Clause 16)

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| --- | --- |
| GCC 16.1 (a) (iv) | There are no Special Conditions of Contract applicable to GCC Clause 16.1 (a) (iv)  ***[Note:*** *In the interest of soliciting lower bid prices, the procuring entity may wish to consider defining limitations in the use of the software. For example:*  *(a) restrictions on the number of records in particular categories that may be held by the System;*  *(b) restrictions on the numbers of transactions in particular categories that may be processed by the System in any day, week, month, or other specified period;*  *(c) restrictions on the number of persons who may be authorized to use the System at any time;*  *(d) restrictions on the number of persons who may access the System simultaneously at any time; or*  *(e) restrictions on the number of workstations that may be connected to the System at any time.*  *Note that, from the point of view of the procuring entity, if restrictions of any of these kinds (or any similar kind) are to be imposed and there is a real likelihood that the limits may be reached, it would be better to specify additional license fees that are payable when the limits are reached rather than imposing an absolute prohibition on exceeding the limits.]* |
| GCC 16.1 (b) (vi) | There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vi)  *[Note: The procuring entity may also wish to specify, for example, that such entities shall be not direct competitors of the Bidder.]* |
| GCC 16.1 (b) (vii) | There are no Special Conditions of Contract applicable to GCC Clause 16.1 (b) (vii)  [Note: The procuring entity may, for example, wish to specify the members of the procuring entity’s business group that are not direct competitors of the Bidder and that the procuring entity must obtain and provide the Bidder written evidence from such parties that such parties will abide by the terms of the contract as if they were party to the contract.] |
| GCC 16.2 | There are no Special Conditions of contract applicable to GCC Clause 16.2  *Note: [If on-site audits are acceptable, the procuring entity may specify conditions on the duration and number of audits per year; the hours or days during which audits may be conducted; the categories of software subject to audit; the procedures for access to procuring entity’s hardware or software; the number and affiliation of individual auditors; the timing and terms of advance notice; the indemnity by Bidder for losses, liabilities, and costs incurred by the procuring entity as a direct result of the audit; etc].* |

1. Confidential Information (GCC Clause 17)

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| --- | --- |
| GCC 17.1 | There are no Special Conditions of contract applicable to GCC Clause 17.1  **[*Note:*** *The procuring entity may wish to give members of its business group or related agencies, for example, access to certain specific types of technical and / or financial information it obtains or develops with respect to the Bidder and its Information Technologies. The SCC covering such an exemption should define the individuals covered and generally provide that the procuring entity will ensure that such parties are aware of and will abide by the procuring entity’s obligations under GCC Clause 17 as if such party were a party to the contract in place of the procuring entity.*  if necessary and appropriate, specify: persons, topics, and conditions for which the confidentiality clause does not apply.] |

E. Supply, Installation, Testing, Commissioning, and Acceptance of the System

1. Representatives (GCC Clause 18)

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| --- | --- |
| GCC 18.1 | There are no Special Conditions of contract applicable to GCC Clause 18.1  ***[Note:*** *If appropriate specify additional powers or limitations.]*  The procuring entity’s Project Manager shall have the following additional powers and / or limitations to his or her authority to represent the procuring entity in matters relating to the contract [ state necessary and appropriate clauses]. |
| GCC 18.2.2 | There are no Special Conditions of contract applicable to GCC Clause 18.2.2  ***[Note:*** *If appropriate specify additional powers or limitations.]*  The Bidder’s Representative shall have the following additional powers and / or limitations to his or her authority to represent the Bidder in matters relating to the contract [ state necessary and appropriate clauses].  ***[Note:*** *Any additional powers or limitations of the Bidder’s Representative will, of necessity, be subject to discussions at contract finalization and the SCC amended accordingly.]* |

1. Project Plan (GCC Clause 19)

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| --- | --- |
| GCC 19.1 | Chapters in the Project Plan shall address the following subject**:**  (a) Project Organization and Management Sub-Plan, including management authorities, responsibilities, and contacts, as well as task, time and resource-bound schedules (in GANTT format);  (b) Implementation Sub-Plan;  (c) Training Sub-Plan;  (d) Testing and Quality Assurance Sub-Plan;  (e) Warranty Defect Repair and Technical Support Service Sub-Plan  Further details regarding the required contents of each of the above chapters are contained in the Technical Requirements, (insert: reference). |
| GCC 19.6 | The Bidder shall submit to the procuring entity:  (i) monthly inspection and quality assurance reports  (ii) monthly training participants test results  (iii) monthly log of service calls and problem resolutions |

1. Design and Engineering (GCC Clause 21)

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| --- | --- |
| GCC 21.3.1 | There are no Special Conditions of contract applicable to GCC Clause 21.3.1.  ***[Note:*** *If necessary and appropriate, specify the Controlling Technical Documents (i.e., document that must be approved by the procuring entity’s Project Manager before any relevant downstream work can be undertaken by the Bidder).]*  *[The Bidder shall prepare and furnish to the Project Manager the following documents for which the Bidder must obtain the Project Manager’s approval before proceeding with work on the System or any Subsystem covered by the documents.* [ state “none” or specify, for example:  (\*) detailed site surveys;  (\*) final Subsystem configurations;  (\*) etc. ]] |

1. Product Upgrades (GCC Clause 23)

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| --- | --- |
| GCC 23.4 | There are no Special Conditions of Contract applicable to GCC Clause 23.4.  *[Note: Mandating that all new versions, releases, and updates of Standard Software will be passed on for free during the Warranty Period is a comprehensive requirement, the benefits of which must be balanced against the perceived costs in the mind of the successful bidder at the time of bid submission. To require the Bidder to provide for free only new releases and updates, but agreeing that it would be reimbursed for the supply of completely new versions might be more cost-effective. For example, this may be particularly appropriate when the procuring entity would not benefit from costs of migrating its business applications to an entirely new version of the underlying database system if such a version came out during a three Warranty Period. Another approach may be to shorten the time period during which updates, etc., would have to be supplied for free, for example, to only the first year of the Warranty Period; or alternatively, a more narrow set of Standard Software could be covered.]* |

1. Inspections and Tests (GCC Clause 25)

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| --- | --- |
| GCC 25 | There are no Special Conditions of contract applicable to GCC Clause 25.  *[Note: The procuring entity may wish to consider employing qualified inspectors to inspect and certify the Information Technologies, Materials, and other goods prior to shipment. This can minimize the number of cases where the procuring entity receives shipped ICT System that do not conform to the Technical Requirements and shorten the repair or replacement time.]* |

1. Commissioning and Operational Acceptance (GCC Clause 27)

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| --- | --- |
| GCC 27.2.1 | There are no Special Conditions of Contract applicable to GCC Clause 27.2.1.  *[Note: Few aspects of Information Technology procurement are more critical to the successful implementation of a System than the specification of Operational Acceptance Tests. It is imperative that the procuring entity prepare the specification for these tests as carefully as the overall specification of the System itself. The description should be sufficiently comprehensive, unambiguous, and verifiable to result in proper operation of the System with minimal confusion or controversy between the procuring entity and its management, the Bidder, and any users.*  *In addition, where the contract covers the Installation and acceptance testing of a number of Subsystems, the nature of the acceptance tests required for each Subsystem, and for the final tests to be carried out on the entire System once all Subsystems have been completed, needs to be clearly specified here and/or in the Technical Requirements and which party bears responsibility for correcting any defects discovered during the final tests of the entire System needs to be identified.]* |

F. Guarantees and Liabilities

1. Operational Acceptance Time Guarantee (GCC Clause 28)

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| --- | --- |
| GCC 28.2 | There are no Special Conditions of contract applicable to GCC Clause 28.2.  ***[Note:*** *Typical percentages are, respectively, one half of one percent (0.5%) per week and ten percent (10%) of the total. In some instances, the procuring entity may wish to consider specifying liquidated damages on a daily basis. If so, specify this in the SCC].* |
| GCC 28.3 | There are no Special Conditions of contract applicable to GCC Clause 28.3.  *[Note: Establishing more milestones for liquidated damages may provide a somewhat greater degree of control and assurances regarding the pace of the implementation of the System. However, this will come at a price of increased complexity of contract management and increased perceptions of financial risks on the part of bidders. This most likely will lead to higher bid prices. In most cases, Operational Acceptance should be the most appropriate financial control for ensuring the timeliness of implementation, since it captures the impact of earlier delays and is, in the final analysis, the milestone that truly matters. Whatever milestones are selected, it is critical that the Implementation Schedule precisely specify what Subsystems or other components are covered and when the milestone is set. These, of course, can be refined and revised through the Agreed Project Plan.]* |

1. Defect Liability (GCC Clause 29)

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| --- | --- |
| GCC 29.1 | There are no Special Conditions of contract applicable to GCC Clause 29.1.  *[Note: Software is never completely error or “bug” free. Thus, the procuring entity may wish to refine or to limit the Bidder’s warranty obligations. Properly done, this can reduce bidder’s perceptions of financial risk and help lower bid prices. However, the procuring entity should balance the potential savings against the risks to reliable and effective operation of the System and the related costs to the procuring entity. These tradeoffs are very specific to the type of the System and its uses. These tradeoffs are also changing very rapidly with technological development. The procuring entity may wish to consult experts in the relevant areas for an up-to-date assessment of the risks and the most appropriate text to express any such exceptions and limitations.]* |
| GCC 29.4 | There are no Special Conditions of Contract applicable to GCC Clause 29.4.  ***[Note:*** *When defining the Warranty period, the procuring entity should be careful to recognize that services such as resident engineer support, new software releases and end-user help desk support are not typically included in commercial warranties and should be priced separately in the Recurrent Cost Table].* |
| GCC 29.10 | There are no Special Conditions of Contract applicable to GCC Clause 29.10  **[*Note:*** *Typically, the procuring entity should develop a set of response times for different degrees of seriousness of the defects and/or categories of IT and/or specific Subsystems. The most appropriate and economical set of response times are highly dependent on the specific System, its use, and the relevant conditions in Jamaica.*  *The GCC specifies that the Bidder must commence work on warranty defects within a maximum of two weeks; else the procuring entity may contract-in such services at the Bidder’s expense. The procuring entity may wish to shorten or lengthen this period in the SCC. The time specified must strike a reasonable balance between the response time the typical qualified Bidder can physically achieve and the importance of maintaining continued System operation. If too short a time period is specified, Bidders will need to protect themselves by adding a contingency to their bid prices.]* |

1. Functional Guarantees (GCC Clause 30)

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| --- | --- |
| GCC 30 | There are no Special Conditions of contract applicable to GCC Clause 30.  *[Note: In the event that ICT Systems and Technologies would have to conform to other calendar system(s), here would be the place to specify related requirements in addition to, or in variation of, the requirements in GCC clause 30.2.]* |

G. Risk Distribution

1. Insurances (GCC Clause 37)

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| --- | --- |
| GCC 37.1 (c) | The Bidder shall obtain Third-Party Liability Insurance in the amount of [ insert: monetary value] with deductible limits of no more than [ insert: monetary value]. The insured Parties shall be [ list insured parties]. The Insurance shall cover the period from [ insert: beginning date, relative to the Effective Date of the contract]until [ insert: expiration date, relative to the Effective Date of the contract or its completion ]. |
| GC 37.1 (e) | There are no Special Conditions of contract applicable to GCC Clause 37.1 (e).  [Note: The statutory requirements for various insurances should be reviewed with the procuring entity’s legal department.  *For example:*  *The Bidder shall obtain Worker’s Compensation Insurance in accordance with the statutory requirements of Jamaica. Specifically: [ insert****: requirements****]. The Insurance shall cover the period from [ insert:* ***beginning date, relative to the Effective Date of the contract****] until [ insert:* ***expiration date, relative to the Effective Date of the contract or its completion****].*  *The Bidder shall obtain Employer’s Liability Insurance in accordance with the statutory requirements of Jamaica*.  *Specifically: [* insert: requirements]. *The Insurance shall cover the period from* [ insert: beginning date, relative to the Effective Date of the contract]*until* [ insert: expiration date, relative to the Effective Date of contract or its completion ].] |

H. Change in contract Elements

1. Changes to the System (GCC Clause 39)

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| --- | --- |
| GCC 39.4 | Value Engineering  If the value engineering proposal is approved by the procuring entity the amount to be paid to the Bidder shall be \_\_\_% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. |

I. Settlement of Disputes

1. Settlement of Disputes (GCC Clause 43)

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| --- | --- |
| GCC 43.1.4 | The Appointing Authority for the Adjudicator is: [ insert: the name of an impartial international technical organization in the information technology sector, or, if no Adjudicator is used in this contract Agreement or no organization has been identified and agreed to serve as Appointing Authority for the Adjudicator, state “not applicable.”]. |
| GCC 43.2.3 | **Dispute Settlement**  In the event of the failure of the mediation between parties, the Adjudicator 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 with in the provisions of the Arbitration Act of Jamaica. The Adjudicator’s role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Bidder 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 Bidders, 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 VIII. Contract Forms

**Table of Forms**

Contract Agreement

Performance Security

Advance Payment Guarantee

Contract Agreement

THIS CONTRACT AGREEMENT is made

the [ insert: ordinal] day of [ insert: month], [ insert: year].

BETWEEN

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

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

WHEREAS the procuring entity desires to engage the Bidder to supply, install, achieve Operational Acceptance of, and support the following ICT System [ insert: brief description of the ICT System](“the System”), and the Bidder has agreed to such engagement upon and subject to the terms and conditions appearing below in this contract Agreement.

NOW IT IS HEREBY AGREED as follows:

|  |  |
| --- | --- |
| Article 1.  Contract Documents | 1.1 Contract Documents (Reference GCC Clause 1.1 (a) (ii))  The following documents shall constitute the contract between the procuring entity and the Bidder, and each shall be read and construed as an integral part of the contract: |
|  | (a) This Contract Agreement and the Appendices attached to the contract Agreement  (b) Special Conditions of contract  (c) General Conditions of contract  (d) Technical Requirements (including Implementation Schedule)  (e) The Bidder’s bid and original Schedule of Requirements  (f) [ Add here: any other documents] |
|  | 1.2 Order of Precedence (Reference GCC Clause 2)  In the event of any ambiguity or conflict between the contract Documents listed above, the order of precedence shall be the order in which the contract Documents are listed in Article 1.1 (contract Documents) above, provided that Appendix 7 shall prevail over all provisions of the contract Agreement and the other Appendices attached to the contract Agreement and all the other contract Documents listed in Article 1.1 above.  1.3 Definitions (Reference GCC Clause 1)  Capitalized words and phrases used in this contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of contract. |
| Article 2.   Contract Price and Terms of Payment | 2.1 Contract Price (Reference GCC Clause 1.1(a)(viii) and GCC Clause 11)  The procuring entity hereby agrees to pay to the Bidder the contract Price in consideration of the performance by the Bidder of its obligations under the contract. The contract Price shall be the aggregate of: [ insert: amount of foreign currency A in words ],[insert: amount in figures ],plus [ insert: amount of foreign currency B in words ],[insert: amount in figures ], plus [ insert: amount of foreign currency C in words ], [insert: amount in figures ], [ insert: amount of local currency in words ], [ insert: amount in figures ], as specified in the Grand Summary Schedule of Requirements.  The contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated Incoterms, and the taxes, duties and related levies if and as identified. |
| Article 3.   Effective Date for Determining Time for Operational Acceptance | 3.1 Effective Date (Reference GCC Clause 1.1 (e) (ix))  The time allowed for supply, installation, and achieving Operational Acceptance of the System shall be determined from the date when all of the following conditions have been fulfilled:  (a) This Contract Agreement has been duly executed for and on behalf of the procuring entity and the Bidder;  (b) The Bidder has submitted to the procuring entity the performance security and the advance payment security, in accordance with GCC Clause 13.2 and GCC Clause 13.3; |
|  | (c) The procuring entity has paid the Bidder the advance payment, in accordance with GCC Clause 12;  Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.  3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Bidder, the parties shall discuss and agree on an equitable adjustment to the contract Price and the Time for Achieving Operational Acceptance and/or other relevant conditions of the contract. |
| Article 4.   Appendixes | 4.1 The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement. |
|  | 4.2 Reference in the contract to any Appendix shall mean the Appendixes listed below and attached to this contract Agreement, and the contract shall be read and construed accordingly. |

APPENDIXES

Appendix 1. Bidder’s Representative

Appendix 2. Adjudicator *[if there is no Adjudicator, state* ***“not applicable”****]*

Appendix 3. List of Approved Subcontractors

Appendix 4. Categories of Software

Appendix 5. Custom Materials

Appendix 6. Revised Schedule of Requirements (if any)

Appendix 7. Minutes of contract Finalization Discussions and Agreed-to contract Amendments

IN WITNESS WHEREOF the procuring entity and the Bidder have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the procuring entity

Signed:

in the capacity of [ insert: title or other appropriate designation]

in the presence of

For and on behalf of the Bidder

Signed:

in the capacity of [ insert: title or other appropriate designation]

in the presence of

Appendix 1. Bidder’s Representative

In accordance with GCC Clause 1.1 (b) (iv), the Bidder’s Representative is:

Name: [ insert: name and provide title and address further below, or state “to be nominated within fourteen (14) days of the Effective Date” ]

Title: [ if appropriate, insert: title ]

In accordance with GCC Clause 4.3, the Bidder's addresses for notices under the contract are:

Address of the Bidder's Representative: [ as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]

Fallback address of the Bidder: [ as appropriate, insert: personal delivery, postal, cable, telegraph, telex, facsimile, electronic mail, and/or EDI addresses.]

Appendix 2. Adjudicator

In accordance with GCC Clause 1.1 (b) (vi), the agreed-upon Adjudicator is:

Name: [ insert: name ]

Title: [ insert: title ]

Address: [ insert: postal address ]

Telephone: [ insert: telephone ]

In accordance with GCC Clause 6.1.3, the agreed-upon fees and reimbursable expenses are:

Hourly Fees: [ insert: hourly fees ]

Reimbursable Expenses: [ list: reimbursables ]

Pursuant to GCC Clause 6.1.4, if at the time of contract signing, agreement has not been reached between the procuring entity and the Bidder, an Adjudicator will be appointed by the Appointing Authority named in the SCC.

Appendix 3. List of Approved Subcontractors

The procuring entity has approved use of the following Subcontractors nominated by the Bidder for carrying out the item or component of the System indicated. Where more than one Subcontractor is listed, the Bidder is free to choose between them, but it must notify the procuring entity of its choice sufficiently in advance of the time when the subcontracted work needs to commence to give the procuring entity reasonable time for review. In accordance with GCC Clause 20.1, the Bidder is free to submit proposals for Subcontractors for additional items from time to time. No subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the procuring entity and their names have been added to this list of Approved Subcontractors, subject to GCC Clause 20.3.

[specify: item, approved Subcontractors, and their place of registration that the Bidder proposed in the corresponding attachment to its bid and that the procuring entity approves that the Bidder engage during the performance of the contract. Add additional pages as necessary. ]

|  |  |  |
| --- | --- | --- |
| Item | Approved Subcontractors | Place of Registration |
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Appendix 4. Categories of Software

The following table assigns each item of Software supplied and installed under the contract to one of the three categories: (i) System Software, (ii) General-Purpose Software, or (iii) Application Software; and to one of the two categories: (i) Standard Software or (ii) Custom Software.

|  | (select one per item) | | | (select one per item) | |
| --- | --- | --- | --- | --- | --- |
| Software Item | System Software | General-Purpose Software | Application Software | Standard Software | Custom Software |
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Appendix 5. Custom Materials

The follow table specifies the Custom Materials the Bidder will provide under the contract.

|  |
| --- |
| Custom Materials |
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Appendix 6. Revised Schedule of Requirements

The attached Revised Schedule of Requirements (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the Schedule of Requirements contained in the Bidder’s bid. These Revised Schedule of Requirements reflect any corrections or adjustments to the Bidder’s bid price, pursuant to the ITB Clauses 30.3 and 38.2.

Appendix 7. Minutes of contract Finalization Discussions and Agreed-to contract Amendments

The attached contract amendments (if any) shall form part of this Contract Agreement and, where differences exist, shall supersede the relevant clauses in the GCC, SCC, Technical Requirements, or other parts of this contract as defined in GCC Clause 1.1 (a) (ii).

2. Performance and Advance Payment Security Forms

**Performance Security**

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

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

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

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 Bidder]* (hereinafter called "the Bidder") 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 Bidder, we as guarantor, hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[[12]](#footnote-12)) in figures and words]* upon receipt by us of your first demand in writing declaring the Bidder 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]*,*[[13]](#footnote-13)* and any demand for payment under it must be received by us at this office on or before that date.

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

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

**Advance Payment**

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

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

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

*[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 Bidder]* (hereinafter called "the Bidder") 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 Bidder, we as Guarantor hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[[14]](#footnote-14) in figures and words]* upon receipt by us of your first demand in writing declaring that the Bidder is in breach of its obligation under the contract because the Bidder used the advance payment for purposes other than toward delivery of the ICT System.

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 Bidder 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 Bidder under the contract until *[insert date[[15]](#footnote-15)].*

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

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

3. Installation and Acceptance Certificates

3.1 Installation Certificate

Date: [ insert: date ]

Ref: [ insert: title and number of Ref ]

contract: [ insert: name and number of contract ]

To: [ insert: name and address of Bidder]

Dear Sir or Madam:

Pursuant to GCC Clause 26 (Installation of the System) of the contract entered into between yourselves and the [ insert: name of procuring entity ](hereinafter the “procuring entity”) dated [ insert: date of contract ], relating to the [ insert: brief description of the ICT System ], we hereby notify you that the System (or a Subsystem or major component thereof) was deemed to have been correctly installed on the date specified below.

1. Description of the System (or relevant Subsystem or major component: [ insert: description ]

2. Date of Installation: [ insert: date ]

Notwithstanding the above, you are required to complete the outstanding items listed in the attachment to this certificate as soon as practicable. This letter shall not relieve you of your obligation to achieve Operational Acceptance of the System in accordance with the contract nor of your obligations during the Warranty Period.

For and on behalf of the procuring entity

Signed:

Date:

in the capacity of: [ state: “Project Manager” or state the title of a higher level authority in the procuring entity]

3.2 Operational Acceptance Certificate

Date: [ insert: date ]

Ref: [ insert: title and number of Ref ]

contract: [ insert: name of System or Subsystem and number of contract ]

To: [ insert: name and address of Bidder]

Dear Sir or Madam:

Pursuant to GCC Clause 27 (Commissioning and Operational Acceptance) of the contract entered into between yourselves and the [ insert: name of procuring entity ] (hereinafter the “procuring entity”) dated [ insert: date of contract ], relating to the [ insert: brief description of the ICT System ], we hereby notify you the System (or the Subsystem or major component identified below) successfully completed the Operational Acceptance Tests specified in the contract. In accordance with the terms of the contract, the procuring entity hereby takes over the System (or the Subsystem or major component identified below), together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the System (or Subsystem or major component): [ insert: description ]

2. Date of Operational Acceptance: [ insert: date ]

This letter shall not relieve you of your remaining performance obligations under the contract nor of your obligations during the Warranty Period.

For and on behalf of the procuring entity

Signed:

Date:

in the capacity of: [ state: “Project Manager” or higher level authority in the procuring entity]

**Change Order Procedure and Forms**

Date:

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

CONTENTS

1. General

2. Change Order Log

3. References for Changes

ANNEXES

Annex 1 Request for Change Proposal

Annex 2 Estimate for Change Proposal

Annex 3 Acceptance of Estimate

Annex 4 Change Proposal

Annex 5 Change Order

Annex 6 Pending Agreement Change Order

Annex 7 Application for Change Proposal

**Change Order Procedure**

**1. General**

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the contract in accordance with GCC Clause 39 (Change in the Facilities) of the General Conditions.

**2. Change Order Log**

The Bidder shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Bidder shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the procuring entity.

**3. References for Changes**

(1) Request for Change as referred to in GCC Clause 39 shall be serially numbered CR-X-nnn.

(2) Estimate for Change Proposal as referred to in GCC Clause 39 shall be serially numbered CN-X-nnn.

(3) Acceptance of Estimate as referred to in GCC Clause 39 shall be serially numbered CA-X-nnn.

(4) Change Proposal as referred to in GCC Clause 39 shall be serially numbered CP-X-nnn.

(5) Change Order as referred to in GCC Clause 39 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the procuring entity’s Home Office and the Site representatives of the procuring entity shall have the following respective references:

Home Office CR-H-nnn

Site CR-S-nnn

(b) The above number “nnn” is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

**Annex 1. Request for Change Proposal**

(procuring entity’s Letterhead)

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

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

With reference to the captioned contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* days of the date of this letter*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Originator of Change: procuring entity: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Bidder (by Application for Change Proposal No. *\_\_\_\_\_\_\_*:

4. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Facilities and/or Item No. of equipment related to the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Reference drawings and/or technical documents for the request of Change:

Drawing No./Document No. Description

7. Detailed conditions or special requirements on the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

8. General Terms and Conditions:

(a) Please submit your estimate to us showing what effect the requested Change will have on the contract Price.

(b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.

(c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.

(d) Any increase or decrease in the work of the Bidder relating to the services of its personnel shall be calculated.

(e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

(procuring entity’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

**Annex 2. Estimate for Chang****e Proposal**

(Bidder’s Letterhead)

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

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GCC Sub-Clause 39.2.1 of the General Conditions. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Sub-Clause 39.2.2, is required before estimating the cost for change work.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Scheduled Impact of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Cost for Preparation of Change Proposal: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[[16]](#footnote-16)

(a) Engineering (Amount)

(i) Engineer hrs x rate/hr =

(ii) Draftsperson hrs x rate/hr =

Sub-total hrs

Total Engineering Cost

(b) Other Cost

Total Cost (a) + (b)

(Bidder’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

**Annex 3. Acceptance of Estimate**

(procuring entity’s Letterhead)

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

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Estimate for Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Acceptance of Estimate No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GCC Clause 39 of the General Conditions.

(procuring entity’s Name)

(Signature)

(Name and Title of signatory)

**Annex 4. Change Proposal**

(Bidder’s Letterhead)

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

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, we hereby submit our proposal as follows:

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Originator of Change: procuring entity: *[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Reasons for Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Facilities and/or Item No. of Equipment related to the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

7. Reference drawings and/or technical documents for the requested Change:

Drawing/Document No. Description

8. Estimate of increase/decrease to the contract Price resulting from Change Proposal:[[17]](#footnote-17) (Amount)

(a) Direct material

(b) Major equipment

(c) Direct field labor (Total hrs)

(d) Subcontracts

(e) Indirect material and labor

(f) Site supervision

(g) Head office technical staff salaries

Process engineer hrs @ rate/hr

Project engineer hrs @ rate/hr

Equipment engineer hrs @ rate/hr

Procurement hrs @ rate/hr

Draftsperson hrs @ rate/hr

Total hrs

(h) Extraordinary costs (computer, travel, etc.)

(i) Fee for general administration, % of Items

(j) Taxes and customs duties

Total lump sum cost of Change Proposal

*(Sum of items (a) to (j))*

Cost to prepare Estimate for Change Proposal

*(Amount payable if Change is not accepted)*

9. Additional time for Completion required due to Change Proposal

10. Effect on the Functional Guarantees

11. Effect on the other terms and conditions of the contract

12. Validity of this Proposal: within *[Number]* days after receipt of this Proposal by the procuring entity

13. Other terms and conditions of this Change Proposal:

(a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within *\_\_\_\_\_\_\_\_\_\_\_\_\_\_* days from your receipt of this Proposal.

(b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the contract Price.

(c) Bidder’s cost for preparation of this Change Proposal:[[18]](#footnote-18)2

(Bidder’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

**Annex 5. Change Order**

(procuring entity’s Letterhead)

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

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. *\_\_\_\_\_\_\_*), and agree to adjust the contract Price, Time for Completion and/or other conditions of the contract in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Change Request No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

3. Change Order No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Originator of Change: procuring entity: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Authorized Price:

Ref. No.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Foreign currency portion *\_\_\_\_\_\_\_\_\_\_* plus Local currency portion *\_\_\_\_\_\_\_\_\_\_*

6. Adjustment of Time for Completion

None Increase *\_\_\_\_\_\_\_\_\_* days Decrease *\_\_\_\_\_\_\_\_\_* days

7. Other effects, if any

Authorized by: Date:

(procuring entity)

Accepted by: Date:

(Bidder) **Annex 6. Pending Agreement Change Order**

(procuring entity’s Letterhead)

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

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Number: *[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. procuring entity’s Request for Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*dated: *\_\_\_\_\_\_\_\_\_\_*

3. Bidder’s Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* dated: *\_\_\_\_\_\_\_\_\_\_*

4. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

5. Facilities and/or Item No. of equipment related to the requested Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

6. Reference Drawings and/or technical documents for the requested Change:

Drawing/Document No. Description

7. Adjustment of Time for Completion:

8. Other change in the contract terms:

9. Other terms and conditions:

(procuring entity’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

**Annex 7. Application for Change Proposal**

(Bidder’s Letterhead)

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

Attention: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

contract Number: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

2. Application for Change Proposal No./Rev.: *\_\_\_\_\_\_\_\_\_\_\_\_\_* dated: *\_\_\_\_\_\_\_\_\_*

3. Brief Description of Change: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

4. Reasons for Change:

5. Order of Magnitude Estimation (in the currencies of the contract):

6. Scheduled Impact of Change:

7. Effect on Functional Guarantees, if any:

8. Appendix:

(Bidder’s Name)

(Signature)

(Name of signatory)

(Title of signatory)

1. Non performance, as decided by the procuring entity, shall include all contracts where (a) non performance was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the supplier. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted. [↑](#footnote-ref-1)
2. This requirement also applies to contracts executed by the bidder as JV member. [↑](#footnote-ref-2)
3. The bidder shall provide accurate information on the related form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the bidder or any member of a joint venture may result in failure of the bid. [↑](#footnote-ref-3)
4. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-4)
5. For contracts under which the bidder participated as a joint venture member or sub-supplier, only the bidder’s share, by value, shall be considered to meet this requirement

   6 In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)
7. Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.  [↑](#footnote-ref-7)
8. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts. [↑](#footnote-ref-8)
9. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified. [↑](#footnote-ref-9)
10. If applicable [↑](#footnote-ref-10)
11. The amount of the Bond shall be denominated in the currency of Jamaica or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-11)
12. *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.* [↑](#footnote-ref-12)
13. *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.”* [↑](#footnote-ref-13)
14. *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.* [↑](#footnote-ref-14)
15. *Insert the Delivery date stipulated in the Contract Delivery Schedule. The procuring entity should note that in the event of an extension of the time to perform the Contract, the procuring entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the procuring entity might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the procuring entity’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”* [↑](#footnote-ref-15)
16. Costs shall be in the currencies of the Contract. [↑](#footnote-ref-16)
17. Costs shall be in the currencies of the Contract. [↑](#footnote-ref-17)
18. 2 Specify where necessary. [↑](#footnote-ref-18)