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**Government of Jamaica**

PUBLIC PROCUREMENT STANDARD BIDDING DOCUMENT

**ANNEX W1**

**Procurement of Minor Works**

**Single-source Procurement**

**(Request for Quotation RFQ)**

April 2019

**Foreword**

This standard bidding document (SBD) for the “Procurement of Minor Works” has been prepared by the Ministry of Finance (MOF). Its use is mandatory for the procurement of minor works through Single-source procurement (request for quotations).

The application of this SBD means the procuring entity would have established that this procurement is within the single-source procurement method threshold under regulation 8. Further edits to ensure compliance with the Act and regulations may be required by the Procuring Entity.

This SBD is to be used when prequalification has not taken place before bidding.

Further edits to ensure compliance with The Public Procurement Act and regulations may be required by the procurement entity.

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

Chief Public Procurement Policy Officer,

Office of Public Procurement Policy,

30 National Heroes Circle

Kingston 4

Jamaica

**opppcustomercare@mof.gov.jm**

**Abbreviations and Acronyms**

Act Public Procurement Act, 2015

e-GP electronic Government Procurement System

ITC Instructions to Contractor

JV Joint Venture

MOF Ministry of Finance

Office Office of Public Procurement Policy

regulations The Public Procurement Regulations

RFQ Request for Quotations

SBD Standard Bidding Document

TCC Tax Compliance Certificate

TCL Tax Compliance Letter

VAT Value Added Tax

**[Procuring Entity to insert letter head)**

**INVITATION TO QUOTE**

**Ref No: YYY-XXX-X-X**

To: [**Insert name of invited Supplier and address Date:**

Dear Madam/Sir

Subject: Insert name of procurement

1. The [insert name of the procuring entity] utilizing public funds invites you to submit a price quotation for the execution of the following works:

[insert list of requirements] as per the attached Works Requirements at Section 2.

1. The quotation must be submitted in *[hard copy or electronically (GOJEP procedures are defined in the System: Quick Guide for Suppliers)].*
2. Only quotation from eligible Bidder as defined in paragraph 2 of Section 1, Instructions to Bidder will be considered.
3. The quotation must be submitted no later than [insert time] hours on [insert date].
4. The Procuring Entity shall award the contract to the bidder whose quotation has been determined to be the lowest evaluated quotation and is substantially responsive to this invitation.
5. No Bid Security is required.
6. Please confirm whether or not you will submit a quotation by email/fax to: [insert contact email address/fax no] quoting the reference no later than [insert time] hours on [insert date].

Yours faithfully

[insert name of Procurement Officer]

Attachments

Section 1 Instructions to Bidder--

Section 2 Works Requirements

Section 3 Form of Quotation

Section 4 Form of Contract Agreement

Section 5 Mobilization Payment Guarantee

**Section 1 Instructions to Bidders**

1. Eligible bidders
	1. A bidder shall be deemed to have the nationality of a country if the bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or suppliers for any part of the Contract including related services.
	2. In accordance with the Public Procurement Regulations, 2018, Section 17, bidders and any named Subcontractors shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission by presenting proof of a valid copy of the Tax Compliance Letter (TCL).

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

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
2. **Qualification of the Bidder**
3. A Bidder must meet the following qualification requirements to be considered for the procurement contract award:
	1. Evidence as a Contractor in the construction of at least one work of the nature and complexity equivalent to the works included in this Invitation, over the last three years.
	2. Evidence of financial resources to successfully complete the works i.e. letter from a bank, credit institutions, or other financial intermediary, supporting the availability of financial resources.
	3. The Bidder may not subcontract any part of the works.
4. **Fraud, Corruption and Other Prohibited Practices**

|  |
| --- |
| 4.1 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.
 |
| 1. **Eligible Bidders**

5.1 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission. 5.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate compliance with Section 15 of the Act at the time of bid submission.**5.3 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.
2. **Joint Venture**

7.1 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 14. This does not limit the participation of Subcontractors in more than one bid. * 1. A bidder may be a firm that is a private entity or the combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
	2. Except as provided in ITB Sub-Clauses 5.2 and 6.1, this bidding process is open to:
		1. if a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, those firms - in case of JV with the same partner(s) and JV - that have been pre-qualified. The **BDS** specifies whether pre-qualified bidders may submit joint bids; or
		2. if a pre-qualification process has not been undertaken for the Contract(s) for which these bidding documents have been issued, then the provision of sub-clauses 5.3 and 47.1 apply.
 |

1. **Documents Comprising the Quotation**

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

1. Signed Letter of Quotation on your company Letter Head.
2. Signed Bill of Quantities on your company Letter Head
3. Evidence of construction experience as specified in ITB Clause 2.
4. Evidence of financial resources as specified in ITB Clause 1.
5. Valid copy of the Tax Compliance Letter (TCL).

*[The procuring entity may amend clause 2 and clause 3 based on the works requirements]*

1. **Quotation and Evaluation Criteria**

The Bidder must quote for all the items specified in Section 2 Works Requirements.

The procuring entity may award the contract to the Bidder following the evaluation and any negotiation.

1. **Quotation Prices**

Prices must be quoted in Jamaican Dollars for completion of the works by [insert date]. All custom duties, import and any other taxes or fees applicable for materials or works imported in Jamaica and GCT should be quoted separately, where applicable.

The bidder shall fill in the rates and prices for all items of the works described in the Section 2 Works Requirements and as listed in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the procuring entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

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

1. **Site Visit**

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

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

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

1. **Validity of Quotation**

Your quotation should be valid for a period of [insert number –of days in keeping with the Public Procurement Regulations, 2018 Third Schedule] days from the deadline for submission.

1. **Language of the Quotation**

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

1. **Signing of the Quotation**

The original of the quotation shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the bidder.

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

1. **Submission of the Quotation**

The quotation must be submitted [The Procuring Entity must indicate form of submission-by hard copy or electronically].

[Procuring Entity to select either of the following options]

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

### bear the name and address of the Bidder;

### be addressed to the procuring entity as follows;

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 quotations]*

City: *[insert name of city or town]*

Jamaica

### bear the specific Ref Number; and

### bear a warning not to open before the time and date for deadline for opening.]

### [or]

[The Bidder submitting a quotation electronically shall follow the instruction as outlined in the GOJEP System: Quick Guide for Suppliers.]

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

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

1. **Deadline for Submission**

 The quotation must be submitted to the procuring entity no later than [insert time] on [insert date –of this invitation].

**There shall be no public opening of quotations.**

1. **Late Quotations**

The procuring entity shall not consider any quotation that arrives after the deadline for submission. All late quotations shall be declared late and rejected. The Bidder will be notified and must collect their quotation within 30 days. If the quotation is not collected within this period it shall be destroyed.

In the case of electronic submission, **late bids will be automatically rejected by the system.** The bidder will be unable to upload their quotation once the quotation submission deadline has passed.

 **Bidders are therefore urged to commence bid upload at least four (4) hours prior to the submission time. The Procuring Entity will not be held liability for bids not submitted on time due to late commencement of bid upload. At the FIRST SIGN of any technical difficulties, bidders must make contact with the Office of Public Procurement Policy: (876) 932-5220,932~~-~~5253,932-5246.**

1. **Confidentiality**

Information relating to the examination, evaluation, and comparison of quotations and recommendation for the procurement contract award shall not be disclosed to bidders or any other persons not officially concerned with the procurement proceedings until publications of the contract award.

Any attempt by the bidder or any person to influence the procuring entity during the procurement process, pursuant to Section 46 of the Act, shall result in the rejection of the quotation.

1. **Negotiation**

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

1. **Procuring Entity’s Right to Accept Any Quotation and to Reject any or all Quotations:**

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

1. **Clarifications or Further Information**

Any request for clarification or further information must be received [Procuring Entity must insert number of days before quotation deadline] days before the quotation deadline. All request must be in writing to the Procurement Officer [insert email address] or the address provided at Clause 11.

1. **Notification of Award and Signing of Contract:**

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

[The date of this notification establishes the commencement of the standstill period. The standstill period will be [The Procuring Entity will determine the number of days]. During this time the Bidder may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their quotation was not selected.

On the expiry of the standstill period the procuring entity shall send the Bidder the contract which shall be binding. The procuring entity shall publish the results in the manner prescribed by the Office]. Where the Procuring Entity will be initiating a standstill period this paragraph should be included in the document

A mobilization payment may be provided by the procuring entity upon the request of the contractor which shall be secured by a mobilization payment guarantee.

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

1. **Right to Reconsideration and Review**

**Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible bidder has the right to reconsideration or review of an action or decision of the procuring entity.**

**Section 2 Works Requirements**

**[The procuring entity must complete the following schedules]**

The Works Requirements comprise the following:

**2A Scope of Requirements**

*[This section should include an outline of the works required and the objective to be achieved.]*

Alternative quotations will not be accepted.

Partial quotations [will/will not] be accepted.

**2B Specifications**

*In drafting of the Specification, care must be taken to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms “or equivalent”.*

*Any sustainable procurement technical requirements for the works shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidder’s innovation in addressing sustainable procurement requirements, as long as the quotation evaluation criteria specify the mechanism for monetary adjustments , the Bidder may be invited to offer works that exceeds the specified minimum sustainable procurement requirements.*

**2C List of Drawings**

As part of the Technical Requirements the following Drawings are provided:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of Drawing**  | **Drawing title**  | **Drawing number**  | **Sheet**  | **Revision**  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**2D Completion Schedule**

The required completion date is [insert date].

**2E Bill of Quantities**

Bill No. 1: General Items

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 1(carried forward to Summary, p. ) |   |

Bill No. 2: Earthworks

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 2(carried forward to Summary, p. ) |   |

Bill No. 3: Culverts and Bridges

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Quantity* | *Rate* | *Amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| Total for Bill No. 3(carried forward to Summary, p. ) |   |

Schedule of Daywork Rates: 1. Labour

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Subtotal |  |
| D122 | Allow percenta of Subtotal for Bidder’s overhead, profit, etc., in accordance with paragraph 3 (b) above. |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Labour(carried forward to Daywork Summary, p. ) |   |
| a. To be entered by the Bidder. |

Schedule of Daywork Rates: 2. Materials

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Subtotal |  |
|  | Allow percent of Subtotal for Bidder’s overhead, profit, etc., in accordance with paragraph 4 (b) above. |  |  |
|  |  |  |  |  |  |
|  | Total for Daywork: Materials(carried forward to Daywork Summary, p. ) |   |
| a. To be entered by the Bidder. |

Schedule of Daywork Rates: 3. Bidder’s Equipment

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Item no.* | *Description* | *Nominal quantity (hours)* | *Basic hourly rental rate* | *Extended amount* |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Allow percenta of Subtotal for Bidder’s overhead, profit, etc., in accordance with paragraph 7 above. |  |  |  |
|  |  |  |  |  |
| Total for Daywork: Bidder’s Equipment(carried forward to Daywork Summary, p. ) |   |

a. To be entered by the Bidder.

Daywork Summary

|  |  |  |
| --- | --- | --- |
|  | *Amount*a*( )* | *% Foreign* |
| 1. Total for Daywork: Labour |  |  |
| 2. Total for Daywork: Materials |  |  |
| 3. Total for Daywork: Bidder’s Equipment |  |  |
| Total for Daywork (Provisional Sum)(carried forward to Grand Summary, p. ) |   |   |
| a. The procuring entity should insert local currency unit. |

Summary of Specified Provisional Sums

|  |  |  |  |
| --- | --- | --- | --- |
| *Bill no.* | *Item no.* | *Description* | *Amount* |
| 1 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 2 |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 3 |  |  |  |
|  |  |  |  |
| etc. |  |  |  |
|  |  |  |  |
| Total for Specified Provisional Sums(carried forward to Grand Summary (B), p. ) |  |

Grand Summary

contract Name:

contract No.:

|  |  |  |
| --- | --- | --- |
| *General Summary* | *Page* | *Amount* |
| Bill No. 1:  |  |  |
| Bill No. 2:  |  |  |
| Bill No. 3:  |  |  |
| *—etc.—* |  |  |
| *Subtotal of Bills* | *(A)* |  |
| *Total for Daywork (Provisional Sum)\** | *(B)* |  |
| *Specified Provisional Sums not included in subtotal of billsii* | *(C)* | *[sum]* |
| *Total of Bills Plus Provisional Sums (A + B + C) i* | *(D)* |  |
| *Add Provisional Sum for Contingency Allowance (if any) ii* | *(E)* | *[sum]* |
| *Quotation Price (D + E) (Carried forward to Letter of Quotation)* | *(F)* |  |
|  |  |  |
| i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Clause 13.5 of the Conditions of contract.ii) To be entered by the procuring entity.\* For evaluation purposes, Provisional Sum, other than Daywork will be excluded |

**Section 3 Letter of Quotation**

Date:

Ref No.:

To: [insert name of procuring entity]

We, the undersigned, declare that:

1. We have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Bidder (**ITB**);
2. We offer to supply, in conformity with the Request for Quotation, the following works: ;
3. The total price of our quotation, excluding any discounts offered in item (d) below, but including all applicable taxes is:

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

1. The discounts offered and the methodology for their application are: ;
2. Our quotation shall be valid for a period of \_\_\_\_\_\_\_\_\_days from the date fixed for the quotation submission deadline in accordance with the Request for Quotation and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. We do not have any conflict of interest in accordance with **ITB** 1;
4. Our firm, its affiliates or subsidiaries (including any subcontractors for any part of the contract), have not been declared ineligible by a procuring entityin accordance with ITB 2 ;
5. 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;
6. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the quotation process or execution of the contract:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|   |   |   |   |

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

1. We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
2. We understand that you are not bound to accept our quotation. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful quotation or after the successful quotation is accepted if:

(i) the Bidder presenting the quotation is disqualified under the Public Procurement Act, 2015 and the Regulations. ;

(ii) the procurement is cancelled;

(iii) the Bidder presenting the successful quotation is excluded on the grounds of corruption, unfair competition and a conflict of interest; or

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

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

Signed

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

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

**Section 4 Form of Contract Agreement**

THIS CONTRACT AGREEMENT made the *[insert number*] day of *[insert month]*, *[insert year]*

BETWEEN

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

and

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

WHEREAS the procuring entity desires that the works known as *[insert name of works]* should be executed by the Contractor, and has accepted a quotation by the Bidder for the execution and completion of these works and the remedying of any defects therein,

The procuring entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

1. the Quotation
2. the addenda Nos \_\_\_\_\_\_\_\_ (if any)
3. the Conditions of Contract;
4. the Specification
5. the Drawings*;* and
6. the completed Bills of Quantities.

3. In consideration of the payments to be made by the procuring entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the procuring entity to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The procuring entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Jamaica on the day, month and year indicated above.

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the procuring entity)

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for the Contractor)

**Conditions of Contract**

1. Definitions:
	1. Bills of Quantities specifies procuring entity’s estimates of quantities for each item of work and priced accordingly by the Contractor;
	2. The Completion Date Is [insert date] and is the date of completion of the works as certified by the procuring entity. This may only be revised by the procuring entity in writing.
	3. The procuring entity is [insert the full name of the procuring entity].
	4. This contract is between the procuring entity and the Contractor to execute, complete, and maintain the works as specified in the specifications or in other sections of the contract. The name and identification number of the contract is given in the Invitation to Quote.
	5. The Contractor -------------------------- (insert name of contractor) (the other party) is a person or corporate body whose quotation to carry out the works has been accepted by the procuring entity.
	6. The Contractor’s quotation is the completed document (Invitation to Quote together with attachments) submitted by the Contractor to the procuring entity.
	7. The Contract Price is [insert contract price].
	8. Days are calendar days; months are calendar months.
	9. A Defect is any part of the works not completed in accordance with the contract.
	10. The Defects Liability Period is (insert period) counted from the Completion Date.
	11. Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the works.
	12. Materials are all supplies, including consumables, used by the Contractor for incorporation in the works.
	13. The Project Supervisor is the person appointed by the procuring entity and who is responsible for supervising the execution of the works and administering the contract.
	14. Works means the scope, specification and drawings of the works included in the contract and any modification or addition made or approved by the procuring entity.
	15. The Site is [insert site].
	16. The Start Date is [insert date]. It is the latest date when the Contractor shall commence the execution of the works.
	17. The Variation is an instruction given by the procuring entity in writing which varies the scope of the original Work requirements.
2. Fraud and Corruption. GoJ requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.

A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall:

(a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

(b) have their quotation rejected if it is determined that the quotation or Contractor 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.

1. Language and Law. The contract shall be in English. The law governing the contract shall be the applicable Law(s) of Jamaica. The Contractor shall comply with all applicable Laws in the performance of the contract.
2. Communications. Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.

### 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.

1. Assignment. Neither party may assign the whole or part of the contract.
2. Contractor’s Risks. From the Starting Date until the Project Supervisor has issued a certificate for the correction of any Defects, the risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the works, materials and equipment) are the Contractor’s risks.
3. Works to be Completed by the Completion Date. The Contractor shall commence execution of the works on the Start Date and shall carry out the works in accordance with the work schedule submitted by the Contractor, as updated with the approval of the Project Supervisor, and complete them by the Completion Date.
4. Safety. The Contractor shall be responsible for the safety of all activities on the Site.
5. Delays Ordered by the Project Supervisor. The Project Supervisor may instruct the Contractor to delay the start or progress of any activity within the works. Delays or suspension of work by the Project Supervisor which increases the Contractor’s costs shall be subject to equitable adjustments by the procuring entity.
6. Defects. The Project Supervisor shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion. The Defects Liability Period shall be extended for as long as Defects remain uncorrected. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Supervisor’s noticed. If the Contractor has not corrected a Defect within the time specified by the Project Supervisor’s notice, the Project Supervisor will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or the procuring entity shall recover these amounts by deduction from the amounts due to the Contractor.
7. Program. Within seven (7) days of the written notification of award, the Contractor shall submit to the Project Supervisor for approval a Program showing the general methods, arrangements, order, and timing for all activities of the works. The Project Supervisor’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Project Supervisor again at any time. A revised Program will show the effect of Variations.
8. Changes in Quantities. The Contractor shall carry out all the activities and complete them in accordance with the scope of work specified in the contract as part of the prices in the Bill of Quantities which shall not be subject to any changes. In the case of unit rate contracts, no adjustment in the unit rate shall be made if the variation in quantity of each item does not exceed 25% of the initial estimated quantity. If the quantity exceeds 25%, the Project Supervisor will determine if there is any justification to revise the unit price, based on information provided by the Contractor, and will fix such rate as he deems appropriate with the approval of the procuring entity.
9. Payment Certificate. The Project Supervisor shall check the Contractor’s executed work and certify the amount to be paid to the Contractor. The value of work executed shall comprise the value of completed items of work.
10. Payments. Payments shall be adjusted for deductions on account of mobilization payments and retention money. The procuring entity will make its best efforts to pay the Contractor the amounts certified by the Project Supervisor within twenty (20 days of the date of each certificate.
11. Contractors Levy. If the contractor has not already shown the Contractor’s Levy as a deduction from the total due, a levy in the sum of two percent (2%) shall be deducted from the gross amount paid to contractors and sub-contractors for construction, haulage and tillage, in accordance with the Contractor’s Levy Act 1985. Whichever party makes the deduction they must, within fourteen days after making the payment, furnish the principal contractor or sub-contractor, as the case may be, with a certificate setting out the gross amount of the payment and the amount of the levy which has been deducted (or, as the case may be, ought to have been deducted) and such other particulars as may be prescribed.
12. Mobilization Payment. The procuring entity may make mobilization payment to the Contractor in the amount up to ten (10) percent of the contract Price after the Contractor has provided any mobilization Guarantee for an equal amount. The mobilization payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered within one-half of the contract completion period.
13. Completion and Taking Over. The Contractor shall request the Project Supervisor to issue a certificate of completion of the works, and the Project Supervisor will issue such a certificate when he determines that the work is satisfactorily completed. The procuring entity shall take possession of the site within seven (7) days of the Project Supervisor’s issuing a certificate of completion of the works.
14. Final Account. The Contractor shall supply the Project Supervisor with a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability Period. The Project Supervisor shall issue a Defects Liability Certificate after the Contractor has fulfilled its obligations under the contract to this end and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Supervisor shall issue within fifteen (15) days a schedule that states the scope of the corrections or changes that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Supervisor shall decide on the amount payable to the Contractor and issue a payment certificate.
15. Termination. The procuring entity or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract. Fundamental breaches of contract shall include, but shall not be limited to, the following:
16. The Contractor stops work for ten (10) days when the stoppage has not been authorized by the Project Supervisor;
17. if the Contractor, has engaged in Fraud, Corruption and other Prohibited Practices, as defined in Clause 2, in competing for or in executing the contract;
18. a payment certified by the Project Supervisor is not paid by the procuring entity to the Contractor within thirty (30) days of the date of the Project Supervisor’s certificate;
19. the Project Supervisor gives notice that the Contractor has failed to correct a Defect within twenty (20) days as determined by the Project Supervisor; and
20. the Contractor has delayed the completion of the works by thirty (30) days.

Notwithstanding the above, the procuring entity may terminate the contract for its convenience by giving the Contractor a thirty-day (30) notice in writing. If the contract is terminated, the Contractor shall stop work immediately, make the site safe and secure, and leave the site within fifteen (15) days of the completion of the notice period.

1. Force Majeure: Either party may terminate the contract by giving thirty (30) days’ notice to the other for events beyond that party’s control, such as Wars and acts of God such as earthquakes, floods, fires, etc.
2. Payment Upon Termination. If the contract is terminated because of a fundamental breach of contract by the Contractor, the Project Supervisor shall issue a certificate for the value of the work completed and for the materials already ordered less the mobilization payments received up to the date of the issue of the certificate. If the total amount due to the procuring entity exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the procuring entity.
3. Property. All materials and construction equipment on the site, temporary works, and works shall be deemed to be the property of the procuring entity if the contract is terminated because of the Contractor’s default.

Resolution of Disputes. The procuring entity and the Contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the contract. The place where arbitration will take place is Jamaica.

**APPENDIX 1**

**Works Requirements**

**APPENDIX 2 –**

**Copy of the Bidder’s Quotation**

**Section 5 Mobilization Payment Guarantee**

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

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

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

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

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

**MOBILIZATION PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[insert complete name and address of the Bidder]* (hereinafter called “the Bidder”) has entered into contract No. *[insert number]* dated *[insert date]* with you, for the execution of *[insert name of contract and brief description of* works*]* (hereinafter called "the contract").

Furthermore, we understand that, according to the conditions of the contract, a mobilization payment is to be made against a mobilization payment guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures] [insert amount in words][[1]](#footnote-1)1* 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 under the contract because the Bidder;

* + 1. has used the mobilization payment for purposes other than the costs of mobilization in respect of the works; or
		2. has failed to repay the mobilization payment in accordance with the contract conditions, specifying the amount which the Applicant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the mobilization payment referred to above must have been received by the Bidder on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the mobilization payment repaid by the Bidder as indicated 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 eighty (80) percent of the contract Price has been certified for payment, or on the *[insert day]* day of *[insert month], [insert year]*,[[2]](#footnote-2)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

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

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

1. 1 *The Guarantor shall insert an amount representing the amount of the mobilization payment and denominated either in the currency(ies) of the mobilization payment as specified in the contract, or in a freely convertible currency acceptable to the procuring entity.* [↑](#footnote-ref-1)
2. 2 *Insert the expected expiration date of the Time for Completion. The procuring entity should note that in the event of an extension of the time for completion of the contract, the procuring entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the procuring entity might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the procuring entity’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-2)