



**BIDDING DOCUMENT**  
**OFFICE OF THE PRIME MINISTER**

**Issued: May 15, 2017**

**for**

**Procurement of**  
***VoIP Communications and  
Collaboration Solution***

**Project: *VoIP Communications and Collaboration Solution***

**Tender Number: LCB-OPM-2017-05-011A**

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## **PART 1 – Bidding Procedures**

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## Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### General

- **Scope of Bid**
  - 1.1 On behalf of the Government of Jamaica (GOJ), the Procuring Entity, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name of this Open Local Competitive Bidding (LCB) procurement is **specified in the BDS**. Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
- **Source of Funds**
  - 2.1 The Procuring Entity has committed funds toward the cost of the project and intends to apply a portion of the funds to eligible payments under the contract.
- **Fraud and Corruption**
  - 3.1 Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
      - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
      - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid

prices at artificial, noncompetitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and

(d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

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

• **Eligible Bidders** 4.1 A Bidder shall be registered in Jamaica. Nonetheless, a Bidder and all parties constituting the Bidder may have the nationality of any 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.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have 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:

(a) 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 these



Bidding Documents ; or

- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13.
- 4.3 A Bidder that is under a declaration of ineligibility by the GOJ in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 4.4 Government-owned enterprises in Jamaica shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Entity
- 4.5 In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures May, 2014 (<http://www.mof.gov.jm>) the Bidder shall have to demonstrate that they have paid such taxes, duties, fees and other impositions as may be levied in Jamaica.
- 4.6 Where deemed necessary, the bidders should be registered with the National Contracts Commission “Registry of Public Sector Contractors” (<http://www.ocg.gov.jm>)
- **Eligible Goods and Related Services**
  - 5.1 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
  - 5.2 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

### **Contents of Bidding Document**

- **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 8.

#### **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 VI. Schedule of Requirements

## **PART 3 Contract**

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Documents.

6.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Procuring Entity.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

- **Clarification of Bidding Documents**

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at its address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Procuring Entity shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

- **Amendment of Bidding Documents and Site Visit**

8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the

Bidding Documents directly from the Procuring Entity.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2
- 8.4 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

### Preparation of Bids

- **Cost of Bidding**      9.1      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, regardless of the conduct or outcome of the bidding process.
- **Language of Bid**      10.1      The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language **specified in the BDS**. 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 language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- **Documents Comprising the Bid**      11.1      The Bid shall comprise the following:

  - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
  - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
  - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
  - (h) any other document **required in the BDS**.
- **Bid Submission Form and Price Schedules**      12.1      The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- **Alternative Bids** 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
  - **Bid Prices and Discounts** 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

**14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered and MUST include GCT.**

**14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.**

14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

    - (a) For Goods manufactured in the Procuring Entity Country:
      - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
      - (ii) any Procuring Entity Country sales tax and other taxes

which will be payable on the Goods if the contract is awarded to the Bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Procuring Entity Country, to be imported:
- (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Entity Country, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Procuring Entity Country, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Procuring Entity Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being 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 14.4 provided the bids for all lots are submitted and opened at the same time.

- **Currencies of Bid** 15.1 The Bidder shall quote in the currency of the Procuring Entity Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Procuring Entity country, unless otherwise specified in the **BDS**.
- **Documents Establishing the Eligibility of the** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

### Bidder

- **Documents Establishing the Eligibility of the Goods and Related Services**

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- **Documents Establishing the Conformity of the Goods and Related Services**

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Entity.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- **Documents Establishing the Qualifications of the Bidder**

19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity satisfaction:

  - (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Entity



Country;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Procuring Entity Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

- **Period of Validity of Bids**

- 20.1 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.
- 20.2 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 21, it may also be extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

- **Bid Security**

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Procuring Entity Country or a freely convertible currency, and shall:
  - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Procuring Entity Country, it shall have a correspondent financial institution located in the Procuring Entity Country to make it enforceable.
  - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid

submission;

(d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 21.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring Entity as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration 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 or Bid-Securing Declaration 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.

- **Format and Signing of Bid**

22.1

### **Submission and Opening of Bids**

- **Submission, Sealing and**

23.1 Bidders shall submit their bids online. Bidders shall enclose the eligibility documents, technical requirements and cost proposals, as a

**Marking of Bids**

single package then upload the bids in the prescribed manner.

**Instruction for Bid submission by Suppliers:**

Bids are to be submitted via the electronic Government Procurement System ([www.gojep.gov.jm](http://www.gojep.gov.jm)) in advance of the stated bid closure date and time. To be able to submit a Bid, you must have previously downloaded the Bid documents from the e-GPS, prepared your Bid response and now ready to Submit your Bid response document.

Follow the following steps to submit your electronic Bid response:

Failure to follow all the steps as listed will result in an invalid bid submission

**A. Pre-requisites:**

**Submission (Upload) of Bids in the e-Tendering System is done through a specialized Tender Preparation Tool (TPT) software**

**which validates and encrypts the bid document before upload from the Supplier's computer to the e-GP System?**

**This tool makes use of 'Java Software' and as such the Java Software Must first be, Downloaded, Installed and ACTIVATED**

**in the browser on the computer being used for Bid upload.**

**If you are not sure how to Install and Activate Java in your Browser, you can 'Google' how to do it. Also, This version of the TPT will only run in Internet Explorer or Mozilla Firefox Browsers.**

**Your Bid Proposal document should preferably be in a single PDF or Microsoft Word format document or as a Zip file as least option. (If you do not have a licence for PDF Acrobat DC software (which provides functionality to combine multiple PDF files documents into one single PDF document), Google how to find a free Software tool which can provide the same function.**

**B. Sequence of Steps:**

1. Log in and Select the *List of my Cft* option from the *Competition*

*Management* section of the site Home Page, and from the list of *My Competitions* displayed, Select the Tender for which you intend to submit (Upload) a Bid Proposal.

2. Select the *SHOW MENU* option on the View competition details form, which is now displayed and then select the *Bid submission* option.
3. You will now be presented with a *View Bids* form shown here

Select the prompt *Accept & confirm all of the above*, if it appears on the screen / form.

4. Next, Select the *Launch Tender Preparation* prompt on the View Bids Form

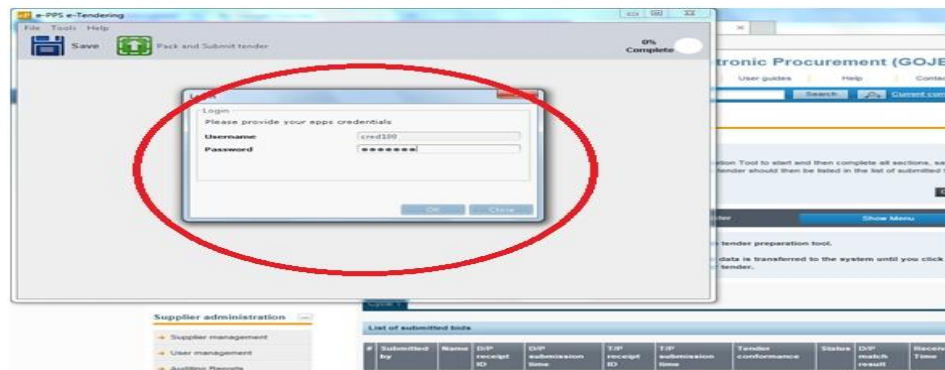
5. This action will cause Java Software to be run and you will receive a prompt '*Opening webstartTPT.jnlp*'

Select the option to *Open*.



Also you will receive a series of Security Warning messages, **Select the option Continue or Accept.** Additionally, you will receive a message saying '*Do you want to Run this Application?*'. **Select the option Run.**

6. The 'TPT' will now be opened on your desktop (as per image below), and you are required to Login to this tool, with your e-GP System Username and Password. Once you are logged in, it is recommended that you *maximise* the Screen to see all information.



7. At this point, the 'TPT' will be displayed as either of the following two options depending on how the Tender was configured by the Procuring Entity:

A. **Offline Evaluation Submission option** – Tenders configured as such, simply requires that you follow the steps to *Attach* your single Bid proposal document followed by Selecting the *Pack and Submit* option.

Follow Step 8 below for instructions on how to upload Bid for Tenders configured for Offline Evaluation.

B. Online Evaluation Submission option – Tenders configured as such, requires that you *Answer* one or a series of questions in three Sections (Eligibility, Technical and Financial) in the TPT, as well as to *Attach* relevant supporting documents (e.g. Price sheet affidavit) to support the responses.

At Tender Opening, Tenders configured for On-Line Evaluation will be partially scored / evaluated by the e-GP

System using the responses entered, hence Bidders must be vigilant in their answers / responses.

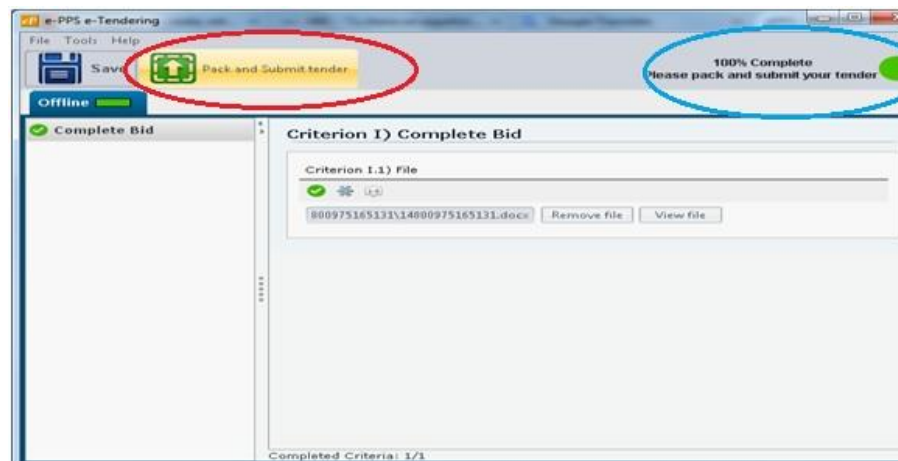
Follow Step 9 below for instructions on how to respond and upload Bid documents for Tenders configured for On-Line Evaluation.

8. Offline Evaluation Response

Offline Evaluation configured Tenders will be displayed with a Section / Envelope labelled 'Offline' as follows:



- i. Select the *Attach File* option (as shown in the diagram above) and Navigate / Search (on your computer) to find your proposal document and then *Attach* it.



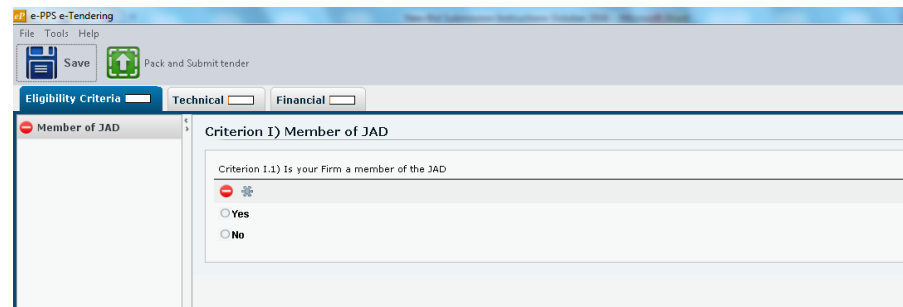
- ii. Once you have attached your proposal document, the *Pack and Submit tender* option will become yellow, as in the diagram above. **Select this Pack and Submit tender option.** This will execute all the programs to *inspect, validate and pack your bid as well as to securely upload it to the e-GP System.*

If you had previously uploaded a Bid for this Tender, you will receive a warning message as well as an option to overwrite the previously uploaded Bid.

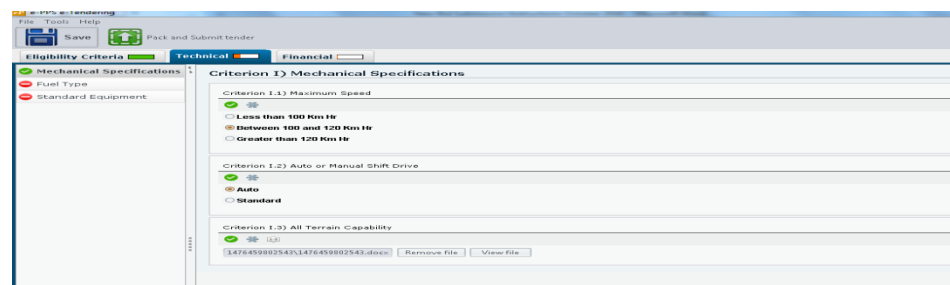
- iii. A progress prompt / button on the top right of the TPT, will indicate the percentage status of the upload process. **You MUST WAIT until a message is displayed indicating 100% Complete.**
- iv. After successful (100%) upload of the Bid, a Message will be displayed indicating Your *Bid was successfully uploaded*. The system will also e-mail you a Tender Receipt ID .You can now close the TPT Tool (click on the X on the Top Right corner).
- v. To reconfirm the success of your uploaded Bid, you will need to 'Refresh' the *View Tenders* form (or Select Show Menu -> Bid Submission). The *List of Submitted Bids* form will display information on your Bid, and a green tick under the *Tender Conformance* column serves as confirmation of successful upload.

## 9. On-Line Evaluation Response:

Online Evaluation configured Tenders will be displayed with three Sections, Eligibility, Technical and Financial as follows:



- i. First you should answer the Tender Eligibility Questions. As per the example above, the question is '*Are you (your firm) a member of the JAD ?*'. You are presented with two options 'Yes' or 'No' and so you will have to Select the correct response. You may also attach supporting documentation by Selecting the Clip icon on the right of the question. Once you have answered the question(s), the **Red** icon will turn **Green**.
- ii. Next select the 'Technical' Tab / Envelope to answer the Technical questions as per the example below. You will notice for this 'Truck' Tender example that there are three Sub-sections (Mechanical, Fuel Type and Standard Equipment) and so the Supplier has to answer the questions for each section and once all the questions are answered in all the sections, the **Red** icons will turn to **Green**.



- iii. Next Select the Financial Tab / Envelope, to input your Price / Cost amount. **It is important that you first**



**select the Currency of your price proposal and then type in the Bid amount. You may also be required to attach a supporting price confirmation document or Bill of Quantity Sheet.**

- iv. Once you have answered all the questions in the three envelopes and made relevant attachments, the TPT will now display a Green bar above the three envelopes and the *Pack and Submit Tender* button at the top should be highlighted in yellow. **Select (Click) the *Pack and Submit Tender* button** which will execute all the programs to inspect, validate and pack your bid as well as to upload it. If you had previously uploaded a Bid for this Tender, you will be given a warning notice as well as an option to overwrite the previously uploaded Bid. Also there is a progress button on the Right of the yellow bar, indicating the % upload status of your Bid. **You MUST WAIT until a message is displayed indicating 100% complete** for full upload of the Bid.
- v. After successful (100%) upload of the Bid, a Message will be displayed indicating Your *Bid was successfully uploaded*. The system will also e-mail you a Tender Receipt ID .You can now close the TPT Tool (click on the X on the Top Right corner). You can now close the TPT Tool (click on the X on the Top Right corner).
- vi. To reconfirm the success of your uploaded Bid, you will need to 'Refresh' the *View Tenders* form (or Select Show Menu -> Bid Submission). The *List of Submitted Bids* form will display information on your Bid, and a green tick under the *Tender Conformance* column serves as confirmation of successful upload.

- **Deadline for Submission of Bids**

- 24.1 Bids must be received by the Procuring Entity at the portal no later than the date and time **specified in the BDS.**
- 24.2 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 8, in which case all rights and obligations of the entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- **Late Bids** 25.1 Late Bids will be automatically rejected by the electronic portal
- **Withdrawal, Substitution, and Modification of Bids**
  - A Bidder may withdraw, substitute, or modify its Bid before the stipulated deadline
  - 26.1 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- **Bid Opening** 27.1 The Procuring Entity shall conduct the bid opening online. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23, shall be as **specified in the BDS**.
 

“The Electronic portal shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder; the Bid Price, per lot if applicable, and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. A copy of the record will be distributed to all Bidders whose bids were opened, upon request.

### Evaluation and Comparison of Bids

- **Confidentiality**
  - 28.1 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.
  - 28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
  - 28.3 Notwithstanding ITB Sub-Clause 28.2, 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.
- **Clarification of Bids** 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity request for clarification and the response shall be in writing. 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

- 31.
- **Responsiveness of Bids**
    - 30.1 The Procuring Entity determination of a bid's responsiveness is to be based on the contents of the bid itself.
    - 30.2 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. A material deviation, reservation, or omission is one that:
      - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
      - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity 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.
    - 30.3 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.
  - **Non-conformities, Errors, and Omissions**
    - 31.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
    - 31.2 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:
      - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total 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.
    - 31.3 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

- **Preliminary Examination of Bids**
  - 32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
  - 32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
    - (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
    - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
    - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
- **Examination of Terms and Conditions;**
  - 33.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- **Technical Evaluation**
  - 33.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
  - 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- **Conversion to Single Currency**
  - 34.1 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**.
- **Domestic Preference**
  - 35.1 Domestic preference shall not be a factor in bid evaluation unless otherwise **specified in the BDS**.
- **Evaluation of Bids**
  - 36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
  - 36.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No

other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Procuring Entity shall consider the following:

- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

36.4 The Procuring Entity evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in Jamaica, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside of Jamaica, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Procuring Entity evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so **specified in the BDS**, these Bidding Documents shall allow

Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

- **Comparison of Bids**

37.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.
- **Post-qualification of the Bidder**

38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- **Procuring Entity Right to Accept Any Bid, and to Reject Any or All Bids**

39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### Award of Contract

- **Award Criteria**

40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily (**see BDS**).
- **Procuring Entity Right to Vary Quantities at Time of Award**

41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, 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.

- **Notification of Award**
  - 42.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
  - 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
  - 42.3 The Procuring Entity shall publish on the National Contracts Commission's website the results identifying the bid, lot numbers name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
  - 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.
- **Signing of Contract**
  - 43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
  - 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
- **Performance Security**
  - 44.1 Within twenty eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
  - 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next

lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.



## Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Clause Reference | A. General   |
|----------------------|--|
| ITB 1.1              | The name of the Open LCB is: <b>VoIP Communications and Collaboration Solution</b>   |
| ITB 2.1              | The name of the Project is: <b>VoIP Communications and Collaboration Solution: LCB –OPM-2017-05-011A</b>   |
| ITB 4.5              | At the time of submission of bid the bidder shall present to the Procuring Entity a valid <b>Tax Compliance Letter (TCL) or Tax Compliance Certificate (TCC)</b>   |
| ITB 4.6              | At the time of submission of bid, if indicated herein in ITB 4.6 below, the bidder must be registered with the National Contracts Commission “Register of Public Sector Contractors”, under the category <i>“Electrical and Communication Supplies, Computer and Suppliers, Information Technology Services”</i> .<br>For more information: <a href="http://www.ocg.gov.jm">http://www.ocg.gov.jm</a>                        |
| ITB 7.1              | <p style="text-align: center;"><b>B. Contents of Bidding Documents</b></p> <p>All clarifications to these Bidding Documents will be handled via the electronic portal.</p> <p>For <b>Clarification of bid purposes</b> only refer to:<br/><a href="https://www.gojep.gov.jm/epps/home.do">https://www.gojep.gov.jm/epps/home.do</a></p> <p>The deadline for submission of clarification is <b>May 25, 2017 at 1:00pm</b></p> |
| ITB 8.4              | A Bidders Conference will be held on <b>May 19, 2017</b> at 10 a.m. in the Press Room at the Office of the Prime Minister. Bidders wishing to participate should contact the Office at the details below by May 17, 2017 at 5:00 p.m.  |

|  | <b>C. Preparation of Bids</b>  |
|--|--|
| <b>ITB 10.1</b>                              | The language of the bid is: <i>English</i>   |
| <b>ITB 11.1 (h)</b>                          | <p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>• <i>NCC Certificate;</i></li> <li>• <i>Tax Compliance Letter (TCL) or a Tax Compliance Certificate (TCC)</i></li> <li>• <i>Certificate of Incorporation</i></li> <li>• <i>Manufacturer Authorization</i></li> <li>• <i>Product Data Sheets</i></li> <li>• <i>Annualized failure rate of equipment proposed</i></li> <li>• <i>All appropriate Bid Forms as detailed in Section IV</i></li> <li>• <i>Any documentation to support your proposal (s)</i></li> </ul> |
| <b>ITB 13.1</b>                              | <p>Alternative Bids <i>shall be</i> considered.</p> <p><i>A bidder may submit one (1) alternative bid with a bid for the base case. The Procuring Entity shall consider bids offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 36.</i></p>  |
| <b>ITB 14.4</b>                              | The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.   |
| <b>ITB 14.5</b>                              | The Incoterms edition is: <i>Incoterms 2010</i>  |
| <b>ITB 14.6 (b) (i) and (c) (iii)</b>        | Place of Destination: <i>1 Devon Road, Kingston 10, Jamaica</i>  |
| <b>ITB 14.6 (a) (iii);(b)(ii) and (c)(v)</b> | “Final destination (Project Site)”: <i>1 Devon Road, Kingston 10, Jamaica</i>  |
| <b>ITB 14.6 (b) (iii)</b>                    | <i>In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Procuring Entity's Country shall be quoted: United States Dollars.</i>   |
| <b>ITB 14.7</b>                              | The prices quoted by the Bidder <i>shall not</i> be adjustable.  |

|              |  |
|--------------|--|
| ITB 14.8     | Prices quoted shall correspond at least to <i>100</i> % of the items specified.  |
| ITB 15.1     | The Bidder is required to quote in the currency of Jamaica the portion of the bid price that corresponds to expenditures incurred in that currency.  |
| ITB 18.3     | Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>Ten (10) Years</i>  |
| ITB 19.1 (a) | Manufacturer's authorization is: <i>Required</i>   |
| ITB 19.1 (b) | After sales service is <i>required</i>   |
| ITB 20.1     | The bid validity period shall be <i>One hundred and twenty (120) days</i> from the date at the time of the submission of bids.   |
| ITB 21.1     | Bid Securing Declaration is <i>required</i> .  |
| ITB 21.2     | The amount of the Bid Security shall be: <i>Not Applicable</i>   |
| ITB 22.1     | Not applicable   |
|              |  |
|              | <b>D. Submission and Opening of Bids</b>   |
| ITB 23.1     | Bidders <i>shall validate, pack and</i> submit their bids electronically.  |
| ITB 23.2 (c) | Not applicable   |
| ITB 23.5     | Not applicable   |
| ITB 24.1     | Bids must be received by the Procuring Entity at the e-GP portal no later than <i>Monday, June 12, 2017 at 1:00pm</i>  |
| ITB 27.1     | Bid opening shall take place in the electronic portal: <i>Monday, June 12, 2017 starting at 1:15pm</i>   |
|              | <b>E. Evaluation and Comparison of Bids</b>  |
| ITB 34.1     | <p>Bid prices expressed in different currencies shall be converted to: <i>Jamaican Dollars</i></p> <p>The source of exchange rate shall be: <i>Bank of Jamaica</i></p> <p>The date for the exchange rate shall be <i>BOJ weighted average at the date of Tender opening.</i></p> |
| ITB 36.3(a)  | The Client will evaluate and compare the bids that have met all of the eligibility criteria's. All prospective bidders are expected to submit a complete   |

|                    |  |
|--------------------|--|
|                    | <p>bid on the package being tendered.</p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p> <p><i>If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.</i></p> <p><i>An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</i></p>  |
| <b>ITB 36.3(d)</b> | <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <b>No</b></p> <p>(b) Deviation in payment schedule: <b>Yes</b></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <b>[No]</b></p> <p>(d) the availability in the Procuring Entity's Country of spare parts and after-sales services for the equipment offered in the bid: <b>[No]</b></p> <p>(e) the projected operating and maintenance costs during the life of the equipment: <b>No</b></p> <p>(f) the performance and productivity of the equipment offered; <b>[No]</b></p> <p>(g) Bidder receiving the highest overall score shall have first consideration for the award of contract.</p> |
| <b>ITB 36.6</b>    | Not applicable   |
|                    | <b>F. Award of Contract</b>  |
| <b>ITB 40.1</b>    | <p>The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest responsive bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>  |
| <b>ITB 41.1</b>    | <p>The maximum percentage by which quantities may be increased is: <b>25%</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>25%</b></p>  |

|                 |  |
|-----------------|--|
| <b>ITB 42.1</b> | Prior to the expiration of bid validity period, the Procuring Entity shall notify the successful Bidder, in writing, that it's Bid has been accepted |
| <b>ITB 44.1</b> | Performance security is: <a href="#">Required</a>  |

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

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

#### **Contents**

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts (ITB 36.6)
4. Post-qualification Requirements (ITB 38.2)

## 1. Evaluation Criteria (ITB 36.3 (d))

The Procuring Entity's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VI, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, Delivery Schedule.*

- (b) Deviation in payment schedule. *[insert one of the following]*

- (i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

- (i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 18.3, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

- (d) Availability in the Procuring Entity's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

- (f) Performance and productivity of the equipment. *[insert one of the following]*

- (g) Specific additional criteria

*Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS Sub-Clause 36.3(d)*



| No. | Evaluation Criteria   | Points Allocated | Points Awarded |
|-----|---|------------------|----------------|
| 1.  | <b>SPECIFIC EXPERIENCE OF THE FIRM FOR THE ASSIGNMENT</b><br><br>Firm's demonstrated capacity in implementing similar projects:   | <b><u>15</u></b> |                |
|     | i. Successful implementation of telecommunications, unified communications (UC) service and infrastructure projects   | 5                |                |
|     | ii. Delivery of unified communications projects of similar size and scope   | 3                |                |
|     | iii. Greater than 5 years' experience in delivering these projects; <b>or</b>   | 5                |                |
|     | Greater than 3 but less than 5 years' experience in delivering these projects   | 3                |                |
|     | iv. Three (3) client references for whom similar service have been provided (similar nature, size and scope)  | 2                |                |
| 2.  | <b>QUALIFICATION AND COMPETENCE OF KEY STAFF FOR THE ASSIGNMENT</b><br><br>i. Relevant professional certifications<br>ii. Relevant manufacturer's certifications and product / project specific training<br>iii. Project management training and / or certification<br>iv. Project specific experience of personnel assigned; Role(s) in the project matches experience and qualification   | <b><u>12</u></b> |                |
| 3.  | <b>ADEQUACY OF THE PROPOSED TELECOMMUNICATIONS / UC EQUIPMENT, OPERATIONS AND MAINTENANCE</b><br><br>i. Specifications for selected products and equipment; Completed requirements matrix affirming "MANDATORY" elements<br>ii. Full description of proposed solution<br>iii. OEM Warranty, firmware/equipment updates, software assurance, spare parts availability<br>iv. Detailed bill of materials, delivery schedule, payment schedule<br>v. Benefits that can be accrued through manufacturer's incentive schemes (buyback programs, trade-in credits etc...) to moderate total cost of ownership<br>vi. Detailed costing for hardware, software, accessories, manufacturer's warranty, replacement parts, maintenance or service level agreement, projected operating costs, delivery and installation, training, applicable taxes or other costs. | <b><u>30</u></b> |                |
| 4.  | <b>ADEQUACY OF THE PROPOSED WORK PLAN, PROJECT DELIVERY METHODOLOGY AND CONTROLS</b><br><br>i. Implementation strategy and plan; proofed for minimal disruption<br>ii. Detailed project plan with detailed Gantt chart  | <b><u>13</u></b> |                |

| No.  | Evaluation Criteria  | Points<br>Allocated | Points<br>Awarded |
|--|--|---------------------|-------------------|
|  | iii. Testing plan (pre and post implementation)                              | 2                   |                   |
|  | iv. Transition plan that meets established requirements                      | 3                   |                   |
| 5.   | <b>INCLUSION OF A FEASIBLE KNOWLEDGE TRANSFER FACILITY AND SUPPORT</b>       | <b><u>5</u></b>     |                   |
|  | i. Training plan outlining areas to be covered; customized for target groups | 2                   |                   |
|  | ii. Training for administrators  | 2                   |                   |
|  | iii. Project specific customer support facility and after sales service      | 1                   |                   |
| 6.   | <b>COST</b>  | <b><u>25</u></b>    |                   |
|  | 1. $P = (CLP/CPC)*25$  |                     |                   |
|  | <b>Total Points</b>  | <b>100</b>          |                   |
| <b>P = Number of points for proposal being considered; CPL= cost of lowest proposal; CPC = Cost of proposal being considered</b> |  |                     |                   |

## Section IV. Bidding Forms

### Table of Forms

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### 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]*

NCB NO: **LCB-OPM-2017-05-011A**

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

|   |
|---|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>  |
| 2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>  |
| 3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>  |
| 4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>   |
| 5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>   |
| 6. Bidder's Authorized Representative Information<br><br>Name: <i>[insert Authorized Representative's name]</i><br>Address: <i>[insert Authorized Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br>Email Address: <i>[insert Authorized Representative's email address]</i>   |
| 7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br><br><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.<br><br><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.<br><br><input type="checkbox"/> In case of government owned entity from the Procuring Entity country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5. |

### 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]*

RFP#..

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

|  |
|--|
| 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>  |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i>  |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>  |
| 4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>  |
| 5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>  |
| 6. JV's Party Authorized Representative Information<br>Name: <i>[insert name of JV's Party authorized representative]</i><br>Address: <i>[insert address of JV's Party authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i><br>Email Address: <i>[insert email address of JV's Party authorized representative]</i>  |
| 7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br><br><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.<br><br><input type="checkbox"/> In case of government owned entity from the Procuring Entity country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5. |

**Bid Submission Form**

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

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

RFP#s:..

Invitation for Bid No: **LCB-OPM-2017-05-011A**

Alternative No.: *None*

To: *Procuring Entity*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by GOJ, under the Procuring Entity country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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

### Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the LCB-OPM-2017-05-011A in the Schedule of Requirements.]*



| PRICE SCHEDULE |              |          |           |       |
|----------------|--------------|----------|-----------|-------|
| Item           | Description  | Quantity | Unit Cost | Total |
| 1              |              |          |           |       |
| 2              |              |          |           |       |
| 3              |              |          |           |       |
| 4              |              |          |           |       |
| 5              |              |          |           |       |
| 6              |              |          |           |       |
|                |              |          |           |       |
|                |              |          |           |       |
|                |              |          |           |       |
|                | <b>Total</b> |          |           |       |

*[The above is a sample Price Schedule form for **demonstration purposes** only. The Bidder will complete, sign and date a form Please state the unit and extended costs at which you are offering these items and services]*

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

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

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

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

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



**Bid-Securing Declaration**

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

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

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

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

To: *Procuring Entity*

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) 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 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 on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[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.]*

**Bid Security Bank Guarantee (not applicable)**

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Entity]*

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

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

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; 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 of the name of the successful bidder; or (ii) twenty-eight days after the expiration 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, ICC Publication No. 458.

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

### 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]*

Open NCB No.:

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

To: *Procuring Entity*

#### WHEREAS

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

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

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

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

Title: *[insert title]*

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

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



Section V. Schedule of Requirements

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### 1. List of Goods and Delivery Schedule

*[The Procuring Entity shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]*

| Line Item<br>N° | Description of Goods                           | Quantity | Physical unit | Final (Project Site)<br>Destination as specified in BDS | Delivery (as per Incoterms) Date |                      |  |
|-----------------|--|----------|---------------|---|----------------------------------|----------------------|--|
|                 |  |          |               |   | Earliest Delivery Date           | Latest Delivery Date | Bidder's offered Delivery date <i>[to be provided by the bidder]</i>         |
|                 |  |          |               |   |                                  |                      |  |
| 1               | VoIP Communications and Collaboration Solution | 1        | 1             | 1&2A Devon Road, Kingston 10                            | 1/9/2017                         | 22/9/2017            | [insert the number of days following the date of effectiveness the Contract] |
| 2               | Endpoints                                      | 483      | 483           |   | 1/9/2017                         | 22/9/2017            |  |
|                 | Conferencing Endpoints                         | 11       | 11            |   | 1/9/2017                         | 22/9/2017            |  |
|                 |  |          |               |   |                                  |                      |  |
|                 |  |          |               |   |                                  |                      |  |
|                 |  |          |               |   |                                  |                      |  |

### 2. List of Related Services and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

| Service | Description of Service                    | Quantity <sup>1</sup> | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services        |
|---------|---|-----------------------|---------------|---|---|
|         |   |                       |               | <i>[insert name of the Place]</i>       | <i>[insert required Completion Date(s)]</i> |
| 1       | Training (Technical & Administrator)      | 1                     | 7             | 1 Devon Road                            | 11/2017                                     |
| 2       | Training (End Users)                      | 4                     | 487           |   | 11/2017                                     |
| 3       | Implementation                            |                       |               |   | 31/10/2017                                  |
| 4       | System features testing                   |                       |               |   | 10/11/2017                                  |
| 5       | Maintenance contract & after sale support |                       |               |   |   |
|         |   |                       |               |   |   |

### 3. Technical Specifications

*“Summary of Technical Specifications” The Goods and Related Services shall comply with following minimum Technical Specifications and Standards:*

NB: The technical specifications are minimum mandatory. Any deviation must be an improvement based on technology advancement

### VOIP On Premise PBX REQUIREMENTS

| GENERAL REQUIREMENTS   |                  |                 |
|--|------------------|-----------------|
| <p><b><u>Unified Messaging</u></b> - The Office of the Prime Minister (OPM) wishes to implement a Unified Messaging and integrate the VoIP system with the MS Exchange e-mail system. The OPM is currently utilizing Exchange 2013.</p> <p>Vendors shall propose the best way to achieve this with full functionality, with minimal impact on services and shall also provide any costs necessary for licensing that may be required to achieve integration.</p>   | <b>Mandatory</b> | Choose an item. |
| <p><b><u>Enterprise Mobility</u></b> - The OPM wishes to enable highly mobile staff to communicate on the device of their choosing regardless of location (office, field, home etc.). The goal is constant connectivity and mobile unified communications regardless the location of such staff. The solution should essentially extend the features of the desk phone to the mobile device.</p>   | <b>Mandatory</b> | Choose an item. |
| <p><b><u>Call Accounting System</u></b> - A Call Accounting System (CAS) is required and must be part of the base proposal for this system. The CAS must include Call Dialling Report (CDR) for inbound, outbound and internal calls and usage reports for all types of inbound, outbound and internal calls. Specifically, the OPM is concerned with the metrics for call length, call costs, number of unanswered calls and dropped calls.</p> <p><b>NB: Please describe your solution to the Call Accounting System and attach sample reports. Vendor should also provide training for up to 3 employees in the administration, maintenance, programming and daily operation of the Call Accounting System.</b></p> | <b>Mandatory</b> | Choose an item. |
| <p><b><u>Automatic Call Distributor (ACD)</u></b> - The OPM has a Utility Billing Department that received calls from the public regarding their utility bill. Representatives should be able to log in to their phone/workstation and have calls routed to them in a design that The Office of the Prime Minister and vendor agree upon.</p>  | <b>Mandatory</b> | Choose an item. |
| <p><b><u>Emergency Services</u></b> - Emergency 119 Services are required for this system. The vendor shall provide a solution for dialling emergency services from within the network without substantially changing any of the expected normal operations of the system. Additional capabilities expected from the emergency call procedure are the ability to initiate an emergency call to be automatically routed to other desks within the OPM.</p>  | <b>Mandatory</b> | Choose an item. |
| <p><b><u>Single Point of Contact:</u></b></p> <p>The OPM expects to have a single point of contact, i.e. a single point of authority and a single contracting entity for this project. The OPM will not enter into any agreement that does not provide a single point of accountability for the installation of the system.</p>  | <b>Mandatory</b> | Choose an item. |

|  |                         |                        |
|--|-------------------------|------------------------|
| <p><b><u>Technical Requirements:</u></b></p> <p>The vendor must provide a complete system design showing the integration of the voice network into the data network. Further, the vendor must provide a methodology for assuring voice quality throughout the system. Core system servers, switches, call managers and other equipment will be installed in the OPM's facilities.</p> <p>Remote site equipment will be installed in secure data closets at each remote site. Vendor will provide recommendations and drawing showing the placement of the equipment in the appropriate network racks or cabinets. If rack space is insufficient, respondents shall make sure additional racks / cabinets are included in the bid.</p> <p>If respondent proposes a switching solution based on Power over Ethernet (POE), detailed specifications for the switching equipment, pricing and placement for the equipment must be provided. Maintenance costs of this equipment shall be reflected in the maintenance section of the response.</p> | <p><b>Mandatory</b></p> | <p>Choose an item.</p> |
| <p><b><u>Redundancy/Failover:</u></b></p> <p>It is the intent of this proposal to have a system that has failover capabilities in case of system failure and to have an acceptable level of redundancy in case of power failure or another incident. Please provide your solution to assure the system is operational 24/7. It is our intent to explore the possibility of installing another "backup" system at another location that calls can be automatically rerouted to in the event of a main system failure. This system may reside in data centre the OPM has selected or within its local facilities. The "backup system" must also be able to process additional calls when required.</p>   | <p><b>Mandatory</b></p> | <p>Choose an item.</p> |
| <p><b><u>Training:</u></b> Installation of the solution <b>must</b> include training for staff in system administration. Remote administration of the system must be available to technical staff. Respondents will supply all additional equipment and software needed for the system programming and operation.</p>  | <p><b>Mandatory</b></p> | <p>Choose an item.</p> |
| <p><b><u>System Design Requirements:</u></b> The OPM uses a 4-digit internal dialing plan. This is an opportunity to improve on the dialling system that has been used over the years. Vendors will provide assistance in developing a new plan and assuring correct operations.</p>   | <p><b>Mandatory</b></p> | <p>Choose an item.</p> |
| <p><b><u>Security:</u></b> The system should have security features built in that allow the administrator to remotely administer security levels of users. It should fully integrate with the OPM's Active Directory and should allow the administrator to control class of service and class of restriction. The winning bidder will also supply ALL system level passwords to the OPM.</p>   | <p><b>Mandatory</b></p> | <p>Choose an item.</p> |
| <p><b><u>Documentation Requirements:</u></b> Respondent will provide documentation showing call handling and device addressing schemes, an initial inventory of equipment for each completed location including model and serial numbers of</p>  | <p><b>Mandatory</b></p> | <p>Choose an item.</p> |

|  |                  |                 |
|--|------------------|-----------------|
| phones, switches and routers, as well as any other relevant equipment.   |                  |                 |
| <b><u>Project Management:</u></b> Vendor is expected to provide a project manager for this installation that will interface and become the main contact with the vendor for the duration of the project. This project manager will be assigned to the OPM throughout the life of the project. The OPM reserves the right to request a change in project management based on performance.   | <b>Mandatory</b> | Choose an item. |
| <b><u>Maintenance and Support:</u></b> Vendor shall provide the OPM with a complete listing of available service and support plans. These shall include the range of offered services including all levels of support plus the escalation plan.<br><br>As follows: <ul style="list-style-type: none"> <li>▪ An itemized list of services for each site</li> <li>▪ Ongoing Maintenance cost</li> <li>▪ Type and duration of the initial support to be provided by the vendor address service impacting issues or hardware failure for critical devices or system functions (e.g. call managers) and non-critical components (e.g. regular handsets replacement).</li> <li>▪ Forecast any increase for 2-3 years for hardware, software maintenance, licensing needs</li> <li>▪ Respondent to provide detail of local support, hours or limits of coverage for service and repairs</li> <li>▪ Respondent must provide their maintenance and support plan options with response times</li> <li>▪ Provide software upgrade plans inclusive in the Maintenance Plan.</li> </ul> | <b>Mandatory</b> | Choose an item. |
| <b><u>Transition Plan:</u></b> The OPM expects the installation of the new system to have minimal impact on going operations. Vendors are expected to have experience in this area and to provide the OPM with a plan to accomplish this as follows: <ul style="list-style-type: none"> <li>▪ Respondents design must propose transition from the old system to the new with minimum disruption and a pre-planned schedule for notification purposes.</li> <li>▪ Respondent must provide validated procedures for migration.</li> <li>▪ All transition documentation and materials must be provided to the OPM prior to the start of installation.</li> <li>▪ Respondents will be expected to interface as needed with the service provider. Flow Jamaica is the OPM's current service provider.</li> </ul>  | <b>Mandatory</b> | Choose an item. |
| Inventory / audit of the current PBX System to determine T1 and SIP trunks terminated or to be terminated on the voice gateway(s) as well as all existing assets.  | <b>Mandatory</b> |                 |
| Where required, the vendor will be responsible for implementing structured cabling   | <b>Mandatory</b> |                 |
| A Paging Solution integrated with the System   | <b>Mandatory</b> |                 |
| Configuration of the existing environment (network, active directory, email,   | <b>Mandatory</b> |                 |

| QoS, LAN/WAN, etc...) to support and integrate with the proposed system  |                       |                 |
|--|-----------------------|-----------------|
| CORE SYSTEM FUNCTIONALITY  | LEVEL OF DESIRABILITY | COMPLY (YES/NO) |
| System shall provide the ability to park a call to an extension and then to connect back to the parked call extension.   | Mandatory             | Choose an item. |
| System shall provide the following incoming call management: <ul style="list-style-type: none"> <li>i. Allow user set "do not disturb"</li> <li>ii. route calls to voicemail</li> <li>iii. Ability to direct incoming call to voicemail</li> </ul> | Mandatory             | Choose an item. |
| System shall provide ability to forward current call to another extension and to an external number.   | Mandatory             | Choose an item. |
| System shall provide ability to place current call on-hold, connect to another extension, and then forward the on-hold call to the extension.  | Mandatory             | Choose an item. |
| System shall allow users to set their own name and voicemail greeting.   | Mandatory             | Choose an item. |
| System can allow users to set a standard greeting for internal and external callers.   | Mandatory             | Choose an item. |
| System shall use the same password for accessing voicemail on handset and accessing any system self-service web portals.   | Mandatory             | Choose an item. |
| System can provide ability for self-reset of password.   | Mandatory             | Choose an item. |
| System <b>MUST</b> provide integration with a directory service. The OPM uses Microsoft-based Active Directory.  | Mandatory             | Choose an item. |
| System shall provide multiple levels of password security rules and complexity requirements.   | Mandatory             | Choose an item. |
| System shall provide ability to require billing code prior to allowing a long-distance call.   | Optional              | Choose an item. |
| Dialling Agencies without toll   | Mandatory             | Choose an item. |
| IP DESK PHONES   |                       |                 |
| Desktop phone shall have standard dialling 0-9, *, #, volume and mute controls.  | Mandatory             | Choose an item. |
| IP Desk Phone shall support Power Over Ethernet (802.3af) via a network switch.  | Mandatory             | Choose an item. |
| IP Desk Phone shall accept 10/100/1000 Ethernet and provide at least one 10/100/1000 Ethernet port for optionally connected desktop or other LAN devices.  | Mandatory             | Choose an item. |
| IP Desk Phone shall support full duplex speakerphone capabilities.   | Mandatory             | Choose an item. |
| IP Desk Phone shall have a prominent visual voicemail indicator.   | Mandatory             | Choose an item. |
| Phone display shall provide incoming caller ID number and name.  | Mandatory             | Choose an item. |
| IP Desk Phone shall have the ability to forward incoming call to voicemail.  | Mandatory             | Choose an item. |

|   |                  |                 |
|---|------------------|-----------------|
| Standard Office Phone <b><u>shall</u></b> have the following additional capabilities:   |                  |                 |
| i. *a colour display.   | <b>Mandatory</b> | Choose an item. |
| ii. utilize adaptive menus that provide user-friendly button names  | <b>Mandatory</b> | Choose an item. |
| iii. support at least 4 extensions  | <b>Mandatory</b> | Choose an item. |
| iv. a quick access button to voicemail  | <b>Mandatory</b> | Choose an item. |
| v. maintain list of retrievable inbound calls   | <b>Mandatory</b> | Choose an item. |
| vi. maintain list of retrievable outbound calls   | <b>Mandatory</b> | Choose an item. |
| vii. a “corporate directory” to quickly lookup by first/last name any internal extension  | <b>Mandatory</b> | Choose an item. |
| viii. At least two user-programmable keys for speed dialing an internal extension or an external number   | <b>Optional</b>  |                 |
| *Courtesy Phone shall have the capabilities to support at least 1 extension (specific areas).   | <b>Mandatory</b> | Choose an item. |
| <b>Conference Phone</b> - a IP Desk Phone with the following additional capabilities:   |                  |                 |
| i. High quality microphone(s) with ability to provide coverage for a 10ft x20ft room with 12 participants.  | <b>Mandatory</b> | Choose an item. |
| ii. High quality speaker(s) to project far end conversation into the room   | <b>Mandatory</b> | Choose an item. |
| iii. Advanced echo cancellation   | <b>Mandatory</b> | Choose an item. |
| iv. Advanced shielding from cell phone interference   | <b>Mandatory</b> | Choose an item. |
| <b>SOFT PHONES</b>  |                  |                 |
| Softphone client should run on current (N) and prior (N-1) Windows operating system. (As of April 2016, this requirement is Windows 7, 8.1 and Windows 10.)         | <b>Mandatory</b> | Choose an item. |
| Softphone client should support 32-bit and 64-bit versions of the operating systems mentioned <b><u>ABOVE</u></b>   | <b>Mandatory</b> | Choose an item. |
| Softphone client on laptop shall not require a registration tied to a specific client IP address. A registered client shall be able to connect from any IP address. | <b>Mandatory</b> | Choose an item. |
| i. Indicate softphone options for Android smartphones.  | <b>Mandatory</b> | Choose an item. |
| ii. *Indicate softphone options for Apple smartphones.  | <b>Optional</b>  |                 |
| iii. Indicate softphone options for Windows smartphones   | <b>Mandatory</b> |                 |
| iv. Indicate softphone options for Blackberry smartphones.  | <b>Optional</b>  |                 |
| <b>VOICEMAIL</b>  |                  |                 |
| System shall have the option to email and/or send a text message to a user on arrival of new voicemail  | <b>Mandatory</b> | Choose an item. |
| Voicemail system shall provide an option to dial “0” to reach an operator or centralized answering station  | <b>Mandatory</b> | Choose an item. |
| <b>AUTO ATTENDANT</b>   |                  |                 |



|   |  |                 |
|---|--|-----------------|
| System shall have option to dial by name to lookup an employee's extension.   | <b>Mandatory</b>                                       | Choose an item. |
| System shall have the capability to play different types of announcements   | <b>Mandatory</b>                                       | Choose an item. |
| System shall have the ability to have an overriding message in the event of an emergency or disaster to announce closures or other critical information   | <b>Mandatory</b>                                       | Choose an item. |
| Ability to change recordings based on time of day   | <b>Mandatory</b>                                       | Choose an item. |
| <b>CALL CENTRE (IPCC)</b>   |  |                 |
| System shall allow multiple call lists (phone tree options) that automatically adjust on a pre-set schedule (day of week or time of day).   | <b>Optional</b>  | Choose an item. |
| System shall provide multiple incoming call options to include:<br>i. Round-robin to any extension logged in<br>ii. Ring group to all extensions logged in<br>iii. Hunt group to extensions logged in | <b>Optional</b><br><b>Optional</b><br><b>Mandatory</b> | Choose an item. |
| System shall provide customizable informational recordings for on-hold scenarios.   | <b>Mandatory</b>                                       | Choose an item. |
| Ability to forward all calls to remote location or cell number in the event of emergency or disaster  | <b>Mandatory</b>                                       | Choose an item. |
| <b>TELECONFERENCE</b>   |  |                 |
| Ability for host to self-schedule conference bridge and set PIN in advance of conference call.  | <b>Mandatory</b>                                       | Choose an item. |
| Teleconference shall offer option of toll-free or long distance numbers for participants.   | <b>Optional</b>  | Choose an item. |
| System shall provide a Jamaican-local number for participants.  | <b>Mandatory</b>                                       | Choose an item. |
| System shall support conference size up to 20 participants.   | <b>Mandatory</b>                                       | Choose an item. |
| Indicate any limits to the maximum number of participants in a single conference. Indicate whether a dedicated conference bridge is required.   | <b>Mandatory</b>                                       | Choose an item. |
| Indicate any limits to the maximum number of participants concurrently across multiple active conferences.  | <b>Mandatory</b>                                       | Choose an item. |
| System shall provide ability for host to monitor conference via web interface to perform key functions such as mute-one, mute-all, unmute-one, and unmute-all.  | <b>Mandatory</b>                                       | Choose an item. |
| System may provide ability to record conference call.   | <b>Mandatory</b>                                       | Choose an item. |
| <b>INTEGRATION</b>  |  |                 |

|   |                  |                 |
|---|------------------|-----------------|
| Describe integration options with Polycom Video Conferencing Solutions.   | <b>Mandatory</b> | Choose an item. |
| Describe integration options with web-based conferencing solutions.   | <b>Optional</b>  | Choose an item. |
| Describe integration options with Microsoft Office 2010/2013 or above.  | <b>Optional</b>  | Choose an item. |
| Describe integration options with Cisco Catalyst switches   | <b>Mandatory</b> | Choose an item. |
| Describe integration options with popular browsers Internet Explorer, Chrome, Microsoft Edge, Safari etc.   | <b>Mandatory</b> | Choose an item. |
| <b>SURVIVABILITY</b>  |                  |                 |
| OPM will provide a data centre at 1 Devon Road with climate control, a building UPS, and backup generator.  | <b>Mandatory</b> | Choose an item. |
| Vendor will provide redundant call managers.  | <b>Mandatory</b> | Choose an item. |
| Each call manager shall have its own dedicated flat-rate line with hunt features and be fully survivable in the event that one stops functioning.   | <b>Mandatory</b> | Choose an item. |
| In the event of failure Call Manager shall fully function independently.  | <b>Mandatory</b> | Choose an item. |
| Systems shall provide an on-premises voicemail server will be located at OPM Headquarters in the data centre. Vendors should also submit an optional price to purchase and configure a second and fully-redundant voicemail server hosted remotely. | <b>Mandatory</b> | Choose an item. |
| <b>EMERGENCY 119</b>  |                  |                 |
| System shall have the ability to support Emergency 119 to identify the location of the 119 caller from the OPM.   | <b>Mandatory</b> | Choose an item. |
| System shall have the option of notifying a system administrator at OPM and/or any time 119 is dialled in addition to the public safety 119 centre.   | <b>Mandatory</b> | Choose an item. |
| Vendor shall coordinate semi-annual tests of E119 to ensure it works properly.  | <b>Mandatory</b> | Choose an item. |
| <b>Call Detail Reporting (CDR)</b>  |                  |                 |
| System shall have a CDR system with access by administrators  | <b>Mandatory</b> | Choose an item. |
| CDR system shall store call detail data for a minimum of 90 days  | <b>Mandatory</b> | Choose an item. |
| The CDR system shall provide a mechanism to track calls made and assign charges to them for chargeback purposes.  | <b>Mandatory</b> | Choose an item. |
| CDR shall have an online query capability for system admins to perform ad hoc queries and simple reports  | <b>Mandatory</b> | Choose an item. |

|  |                  |                 |
|--|------------------|-----------------|
| System shall provide traffic reports detailing utilization.  | <b>Mandatory</b> | Choose an item. |
| System shall have monitoring that will include an option to notify the support vendor of critical errors detected. It will also include notification for OPM support staff via email and text message. | <b>Mandatory</b> | Choose an item. |
| Notifications shall include details as to the nature of the problem and criticality  | <b>Mandatory</b> | Choose an item. |
| System will provide real-time access for administrators to monitor call traffic and system activity  | <b>Mandatory</b> | Choose an item. |
| <b>PROPOSED SOLUTION FROM VENDOR</b>   |                  |                 |
| Vendor shall provide a detailed statement of work to be performed  | <b>Mandatory</b> | Choose an item. |
| Vendor shall provide network and systems diagram of key VOIP components. Describe hardware and software licensing model for all components and modules of VOIP solution.                               | <b>Mandatory</b> | Choose an item. |
| Describe the process for increasing or decreasing licenses and any restrictions or limitations.  | <b>Mandatory</b> | Choose an item. |
| Describe maintenance contract for any additional on-site service offered.  | <b>Mandatory</b> | Choose an item. |
| Describe how annual service fees are calculated.   | <b>Mandatory</b> | Choose an item. |
| Describe how annual technical support fees are calculated.   | <b>Mandatory</b> | Choose an item. |
| Describe service level agreements (SLAs) where same are provided.  | <b>Mandatory</b> | Choose an item. |
| Indicate the process by which SLA breaches are reported and remedied.  | <b>Mandatory</b> | Choose an item. |
| Describe fault tolerance with proposed solution including disaster recovery/disaster avoidance procedures should a Call Manger or PRI service stop functioning.  | <b>Mandatory</b> | Choose an item. |
| Describe the process by which preventative maintenance, patching and minor upgrades are executed.  | <b>Mandatory</b> | Choose an item. |
| Describe the process for executing major platform upgrades   | <b>Mandatory</b> | Choose an item. |
| Describe remote monitoring and services that can be performed by service provider  | <b>Mandatory</b> | Choose an item. |
| <b>SECURITY(ENCRYPTION OF SENSITIVE VOICE TRAFFIC)</b>   |                  |                 |
| Support popular encryption standards (IPSec)   | <b>Mandatory</b> | Choose an item. |
| Encryption by segment, device or user  | <b>Mandatory</b> | Choose an item. |
| Encryption of media(packets) with protocols such as SRTP   | <b>Mandatory</b> | Choose an item. |

|  |                  |                 |
|--|------------------|-----------------|
| VPN for network connections by remote phones | <b>Mandatory</b> | Choose an item. |
| Encryption signalling (SIP over TLS)         | <b>Mandatory</b> | Choose an item. |

Feature Set:

The list below is a partial list of features that is required. It is provided as a baseline and as a starting point for the expected operations of the system. The Office of the Prime Minister expects the successful vendor will have had experience with corporations and other businesses of a similar size and scope and will be able to provide consulting advice, input and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system. Please identify which features are standard and which are added cost.

|   |   |
|---|---|
| Automatic call back                       | Fax/eFax Management/Fax to email/Fax Server           |
| Unified Communication                     | Remote Maintenance / Administration                   |
| Call Waiting                              | Voice Mail  |
| Call Forward Busy / No Answer / All Calls | Voice Mail forward to Email                           |
| Call Redirect                             | Night/ After Hours Service                            |
| Call Hold / Release                       | Soft phone features                                   |
| Call Park / Pickup                        | Consistent and excellent voice quality                |
| Call Transfer                             | Toll Charges, classes of service for Toll restriction |
| Call Waiting                              | Make/ Drop Conference                                 |
| Calling Line ID Name and Number           | Add On Conference                                     |
| Multiple Calls per Line Appearance        | Conference bridging for internal and external         |
| Call Waiting Caller ID Name and Number    | Find Me/Follow Me                                     |
| Prime Line Select                         | Automatic alternate routing                           |
| Shared Extension on Multiple Phones       | Call forward capability to external numbers           |
| Bridged Call Appearances                  | SMDR (Station Message Detailed Report)                |
| Speaker Phone Capable                     | Music on Hold   |
| Auto / Speed Dial                         | Voice Mail Light Indicator                            |
| Programmable Buttons w/ paperless labels  | Remote Handsets                                       |
| Paging & Group Paging                     | Voice over VPN  |

|  |   |
|--|---|
| Direct Inward Dial (DID)                 | Integration with leading smart phones & tablets<br>(enterprise support & products for mobile) |
| Extension dialling between Locations     | SIP Client Capable  |
| Automatic Call Distribution (ACD) Groups | Call Recording  |
| Custom Call Routing (CCR)                | Group Call Pickup   |

## 5. Inspections and Tests

The following inspections and tests shall be performed: *Network Assessment, data cable infrastructure and any other required tests*

### **Network Assessment**

The Office of the Prime Minister (OPM) understands and expects that the respondent will need to conduct a full network assessment to determine the viability of integrating and installing the new converged system with the existing data network. The needs and expectations of a converged network do place different requirements on the network in terms of Quality of Service (QOS), packet prioritization, cable quality, termination specifications among other things.

Although OPM believes that the network is voice ready, the Bidder will perform a full network assessment and determine what, if any, network updates or quality mitigation processes must be in place in order to support the convergence of voice, video and data systems. Respondent will provide all results of the assessment including necessary network maps, specification thresholds, specific problem areas, recommended solution and the associated cost.

### **Network Cable Infrastructure**

The network assessment should include the cost to test existing network cabling. Vendor will provide cable from the wall to the endpoint. As the installation is expected to be “in-line” with the endpoint existing between the wall jack and the computer or endpoint. Any additional cabling will be provided by the Bidder as part of their bid submission.

### **Inspection of Sites**

Site locations:

- 1 & 2A Devon Road
- South Odeon Avenue
- Vale Royal
- Western Region Office

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### **PART 3 – Contract Specimen**

**Section VI. General Conditions of Contract****Table of Clauses**

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## Section VI. General Conditions of Contract

### 1 Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “GOJ” means the Government of Jamaica.
  - (b) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (e) “Day” means calendar day.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “GCC” means the General Conditions of Contract.
  - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
  - (i) “Procuring Entity Country” is Jamaica.
  - (j) “Procuring Entity” means the GOJ entity purchasing the Goods and Related Services, as specified in the **SCC**.
  - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  - (l) “SCC” means the Special Conditions of Contract.
  - (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
  - (o) “The Project Site,” where applicable, means the place

named in the **SCC**.

## 2 **Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## 3 **Fraud and Corruption**

3.3 Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:

(e) defines, for the purposes of this provision, the terms set forth below as follows:

(v) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(vi) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;

(vii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, noncompetitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

(viii) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(f) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(g) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time,

to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and

- (h) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

#### **4 Interpretation**

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any

breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5 Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6 Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

### 7 Eligibility

- 7.1 A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

### 8 Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.

- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9 Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Entity Country, unless otherwise specified in the **SCC**.
- 10 Settlement of Disputes**
- 10.1 Complaints shall be sent to Procuring Entity within 20 days of the date the complainant became aware or should have become aware. If no resolution between the complainant and the Procuring Entity, within 14 days of receipt of the complaint a written decision should be issued by the Head of Entity. Any appeal of the decision shall be lodged with the NCC within 14 days of receipt
- 10.2 The NCC shall within 14 days of receipt of the appeal request recommend an appropriate solution and communicate it to the Head of the Procuring Entity and the contractor. Should the Procuring Entity fail to comply with NCC recommendation the contractor may appeal to the Procurement Appeals Board. The appeal must be made in writing within 14 days of receipt of NCC decision
- 10.3 The Appeals Board shall within 14 days of the appeal request recommend an appropriate resolution which should be communicated to the Head of the Procuring Entity, the NCC, the contractor and any persons deemed appropriate.
- 10.4 The Courts have jurisdiction over actions pursuant to the Handbook and petitions for judicial review of decisions made by review bodies, or of the failure of those bodies to make a decision within the prescribed time limits.
- 10.5 Notwithstanding,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Entity shall pay the Supplier any monies due the Supplier.
- 11 Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12 Delivery and Documents** 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 13 Supplier's Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC

## Clause 12.

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|--------------------------------|--|
| <b>14 Contract Price</b>       | 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the <b>SCC</b> .  |
| <b>15 Terms of Payment</b>     | 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b> .<br><br>15.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.   |
| <b>16 Taxes and Duties</b>     | 16.1 For goods manufactured outside the Procuring Entity Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Entity Country.<br><br>16.2 For goods Manufactured within the Procuring Entity country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.<br><br>16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Entity Country, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.  |
| <b>17 Performance Security</b> | 17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SCC</b> .<br><br>17.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.<br><br>17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the <b>SCC</b> , or in another format acceptable to the Procuring Entity.<br><br>17.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any |



warranty obligations, unless specified otherwise in the **SCC**.

## **18 Copyright**

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

## **19 Confidential Information**

- 19.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
- 19.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the Procuring Entity or Supplier need to share with GOJ or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the

Supply or any part thereof.

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

## **20 Subcontracting**

20.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

## **21 Specifications and Standards**

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 32.

## **22 Packing and Documents**

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including

- additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Procuring Entity.
- 23 Insurance** 23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 24 Transportation** 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25 Inspections and Tests** 25.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Procuring Entity Country as specified in the **SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 25.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 25.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the

other obligations so affected.

25.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

25.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## 26 Liquidated Damages

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 34.

## 27 Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

- 27.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## 28 Patent Indemnity

- 28.1 The Supplier shall, subject to the Procuring Entity compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Procuring Entity within twenty-

eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

28.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

## **29 Limitation of Liability**

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and

(b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement

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

30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Jamaica (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

### **31 Force Majeure**

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

32.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity change order.

32.3 Prices to be charged by the Supplier for any Related Services that

might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **33 Extensions of Time**

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

### **34 Termination**

34.1 Termination for Default

(a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any



additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

34.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**35 Assignment**

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

**36 Export  
Restriction**

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

the delivery of the products/goods, systems or services under the terms of the contract.

- 36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially impede the supplier from meeting its obligations under the contract shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

## Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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| <b>GCC 1.1(j)</b>  | The Procuring Entity's country is: <b>Jamaica</b>   |
| <b>GCC 1.1(k)</b>  | The Procuring Entity is: Office of the Prime Minister   |
| <b>GCC 1.1 (q)</b> | The Project Site(s)/Final Destination(s) is/are: <ol style="list-style-type: none"> <li>1. <i>1 &amp; 2A Devon Road, Kingston 10</i></li> <li>2. <i>3 Montrose Road, Kingston 6</i></li> <li>3. <i>10 Delisser Drive, Montego Bay, St. James</i></li> </ol>   |
| <b>GCC 4.2 (a)</b> | The meaning of the trade terms shall be as prescribed by <b>Incoterms</b> .   |
| <b>GCC 4.2 (b)</b> | The version edition of Incoterms shall be <b>Incoterms 2010</b> .   |
| <b>GCC 5.1</b>     | The language shall be: <b>English</b>   |
| <b>GCC 8.1</b>     | For <b>notices</b> , the Procuring Entity's address shall be:<br>Attention: <b>Procurement Manager</b><br>Street Address: <b>Office of the Prime Minister, 1 Devon Road, Kingston 10, Jamaica</b><br>Floor/ Room Number: <i>138 – Administration and Special Services Division</i><br>Telephone: <i>(876) 927-9941-3</i><br>Facsimile number: <i>(876) 978-3073</i><br>Electronic mail address: <i>procurement@opm.gov.jm</i> |
| <b>GCC 9.1</b>     | The governing law shall be the law of: <b>Jamaica</b>   |
| <b>GCC 10.2</b>    | <b>Amicable Settlement</b><br>Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Procuring Entity and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as  |

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|                 | <p>the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p><b>Dispute Settlement</b></p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p><b>Arbitration</b></p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p> |
| <b>GCC 12.1</b> | <p>Details of Shipping and other Documents to be furnished by the Supplier are: <b><i>invoice and/or delivery slip, Manufacturer's or Supplier's warranty certificate and any other applicable documents.</i></b></p> <p><i>The Procuring Entity on arrival of the Goods shall receive the above documents and, if not received, the Supplier will be responsible for any consequent expenses.</i></p>   |

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| GCC 14.2 | The prices charged for the Goods supplied and the related Services performed <i>[shall not]</i> be adjustable.   |
| GCC 15.1 | <p><b><i>Sample provision</i></b></p> <p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad by local Suppliers:</b></p> <p>Payment of foreign currency portion shall be made in (<i>Jamaican Dollars using the BOJ weighted average at the time of invoice payment</i>) in the following manner:</p> <ul style="list-style-type: none"> <li>(a) <b>Advance Payment:</b> <i>[0]</i> % of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.</li> <li>(ii) <b>On Shipment:</b> <i>[0]</i> % of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</li> <li>(iii) <b>On Acceptance:</b> <i>[100]</i> % of the Contract Price of Goods received shall be paid within <i>[30]</i> days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</li> </ul> |
|          |  |
| GCC 17.1 | <p>A Performance Security <i>[shall be required]</i></p> <p><b><i>The amount of the Performance Security shall be 10% of the contract value.</i></b></p>   |
| GCC 17.3 | <p>If required, the Performance Security shall be in the form of: <i>A Bank Guarantee</i></p> <p>If required, the Performance security shall be denominated in <i>a freely convertible currency acceptable to the Procuring Entity.</i></p>  |

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| <b>GCC 17.4</b> | Discharge of the Performance Security shall take place: <i>as indicated in sub clause GCC 17.4</i>   |
| <b>GCC 22.2</b> | The packing, marking and documentation within and outside the packages shall be: <i>Not Applicable</i>   |
| <b>GCC 23.1</b> | The insurance coverage shall be as specified in the Incoterms.   |
| <b>GCC 24.1</b> | Responsibility for transportation of the Goods shall be as specified in the Incoterms.   |
| <b>GCC 25.1</b> | The inspections and tests shall be: <i>conducted for functionality and conformance with requirements on all equipment when delivered / installed, post installation / implementation and prior to Acceptance.</i>  |
| <b>GCC 25.2</b> | The Inspections and tests shall be conducted at: <ol style="list-style-type: none"> <li>1. <b>1 &amp; 2 A Devon Road, Kingston 10</b></li> <li>2. <b>3 Montrose Road, Kingston 6</b></li> <li>3. <b>10 Delisser Drive, Montego Bay, St. James</b></li> </ol>   |
| <b>GCC 26.1</b> | The liquidated damage shall be: <i>[Not be applicable]</i> per week  |
| <b>GCC 26.1</b> | The maximum amount of liquidated damages shall be: <i>[Not Applicable]</i>   |
| <b>GCC 27.3</b> | The period of validity of the Warranty shall be: <i>[12 months]</i><br><br>For purposes of the Warranty, the place(s) of final destination(s) shall be: <ol style="list-style-type: none"> <li>1. <i>Office of the Prime Minister/Office of the Cabinet 1 &amp; 2A Devon Road, Kingston 10</i></li> <li>2. <i>Vale Royal, 3 Montrose Road, Kingston 6</i></li> <li>3. <i>Office of the Prime Minister, Western Regional Office, 10 Delisser Drive, Montego Bay, St. James</i></li> </ol> |
| <b>GCC 27.5</b> | The period for repair or replacement shall be: <b>60 days.</b>   |

## Section VIII. Contract Forms

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## 1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Procuring Entity}, or corporation incorporated under the laws of {insert name of Country of Procuring Entity}]* and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Procuring Entity Notification of Award
  - (g) *[Add here any other document(s)]*



3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

## 2. 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]*

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

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

**Beneficiary:** *[insert complete name of Procuring Entity]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

<sup>1</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup> Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

### 3. Bank Guarantee for Advance Payment

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

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

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

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Procuring Entity]*

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>3</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>4</sup>]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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

<sup>3</sup> The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

<sup>4</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."