
Office of Utilities Regulation

BIDDING DOCUMENTS

Procurement of *Tablet Computers and Accessories*

LCB No: **2017/GEN/002/RFQ.001**



OFFICE OF UTILITIES REGULATION

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PART 1 - Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid
 - 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods indicated in the BDS and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this Local Competitive Bidding (LCB) procurement are specified in the BDS. The name, identification, and number of lots are provided in the BDS.
 - 1.2 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.**
2. Source of Funds
 - 2.1 The Purchaser has committed funds toward the cost of the project named in the BDS and intends to apply the funds to eligible payments under the contract.
3. Fraud and Corruption
 - 3.1 The Government of Jamaica (GOJ) and the Purchaser 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, the Purchaser:
 - (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 the Purchaser 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 the Purchaser

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 Purchaser, designed to establish bid prices at artificial non-competitive 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 Purchaser 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 Purchaser financed contract; and

(d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by the Purchaser, requiring bidders, suppliers, contractors and consultants to permit the Purchaser 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 Purchaser.

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

4. 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 a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser 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. However, this does not limit the participation of subcontractors in more than one bid.
- 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 Purchaser.
- 4.5 In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures March 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>).
5. 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.

B. Contents of Bidding Documents

6. Sections of Bidding Documents
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which includes 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 V. Schedule of Requirements
- PART 3 Contract
- Section VI. General Conditions of Contract (GCC)
 - Section VII. Special Conditions of Contract (SCC)
 - Section VIII. Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 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.
7. Clarification of Bidding Documents
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids. The Purchaser 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 Purchaser 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.

8. Amendment of Bidding Documents
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing an 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 Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. Preparation of Bids

9. Cost of Bidding
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, 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.
11. 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 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.

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| 12. 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. |
| 13. Alternative Bids | 13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered. |
| 14. 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. |
| | 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 Purchaser. This shall not in any way limit the Purchaser's 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 Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the **Purchaser's** Country:
 - (i) This procurement will be advertised as a Local Competitive Bidding;
 - (ii) 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 Purchaser 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 **Purchaser's** Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's 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) (named place of destination),
if so specified in the BDS;

- (c) For Goods manufactured outside the **Purchaser's** already imported:

[For previously imported Goods, the quoted price (CIP, named place of destination) 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 Purchaser. 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 **Purchaser's** 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.
15. Currencies of Bid 15.1 The Bidder shall quote in the currency of the **Purchaser's** Country the portion of the bid price that corresponds to expenditures incurred in the currency of the **Purchaser's** country, unless otherwise specified in the BDS.
16. Documents Establishing the Eligibility of the Bidder 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.
17. 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.
18. 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 V, 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 Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser 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 Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. 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 Purchaser's 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 **Purchaser's** Country;
- (b) that, if required in the BDS, in case of a Bidder not doing business within the **Purchaser's** 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.

20. 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 Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 for extension without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
21. 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 **Purchaser's** 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 **Purchaser's** Country, it shall have a correspondent financial institution located in the **Purchaser's** 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 Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the Purchaser 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 is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser 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:

(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 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.**

22. Format and
Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and **clearly mark it "ORIGINAL."** In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them **"COPY."** In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

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

D. Submission and Opening of Bids

23. Submission
, Sealing and
Marking of
Bids

23.1 Bids shall be submitted by hand in hard copies. The bidder shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY."** These

envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

23.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23.4 The proposals shall be deposited in the TENDER BOX provided in the address specified in the BDS.

24. Deadline
for Submission
of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

24.2 The Purchaser 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 Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal
, Substitution,
and
Modification
of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany

the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked **“WITHDRAWAL,”** **“SUBSTITUTION,”** or **“MODIFICATION;”** and
- (b) received by the Purchasing prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 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.

27. Bid
Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as specified in the BDS.

27.2 First, envelopes marked **“WITHDRAWAL”** shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the **“power of attorney”** confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked **“SUBSTITUTION”** shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked **“MODIFICATION”** shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. **The Bidders' representatives who are present shall be requested to sign the attendance sheet.** A copy of the record shall be distributed to all Bidders who submitted bids in time.

E. Evaluation and Comparison of Bids

28. 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 Purchaser 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 Purchaser on any matter related to the bidding process, it should do so in writing.
29. Clarification of Bids
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser 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 Purchaser shall not be considered. The **Purchaser's** 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 Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids
- 30.1 The **Purchaser's** 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 **Purchaser's** rights or the **Bidder's obligations under the Contract**; or
 - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the **Purchaser's** and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
31. Non-conformities, Errors, and Omissions
- 31.1 Provided that a Bid is substantially responsive, the Purchaser 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 Purchaser 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 Purchaser 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 responsive bid does not accept the correction of errors, its Bid shall be rejected.
32. Preliminary Examination of Bids
- 32.1 The Purchaser 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 Purchaser 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 in accordance with ITB Clause 21, if applicable.
33. Examination of Terms and Conditions; Technical Evaluation
- 33.1 The Purchaser 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.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, 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 Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
34. Conversion to Single Currency
- 34.1 For evaluation and comparison purposes, the Purchaser 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.

35. Domestic Preference 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.
36. Evaluation of Bids 36.1 The Purchaser 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 Purchaser 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 Purchaser 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 **Purchaser's** evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the **Purchaser's** Country, 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 the **Purchaser's** Country, 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 **Purchaser's** 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 Purchaser 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.
37. Comparison of Bids 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest responsive bid, in accordance with ITB Clause 36.
38. Post-qualification of the Bidder 38.1 The Purchaser 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 Purchaser shall proceed to the next lowest responsive bid to make a similar determination of **that Bidder's capabilities to perform satisfactorily.**
39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids 39.1 The Purchaser 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.
- 39.2 The Purchaser reserves the right not to award a contract to any party with whom it is currently in litigation or with whom it has been previously involved in litigation.

F. Award of Contract

40. Award Criteria 40.1 The Purchaser 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.
41. Purchaser's Right to Vary Quantities at Time of Award 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
42. Notification of Award 42.1 Prior to the expiration of the period of bid validity, the Purchaser 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 Purchaser 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 Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing seeking explanations on the grounds on which their bids were not selected.
- 42.4 **Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Security, pursuant to ITB Clause 21.4.**

43. Signing of Contract
- 43.1 Promptly after notification, the Purchaser 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 Purchaser.
44. Performance Security
- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required as specified in the BDS, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser 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 Purchaser may award the Contract to the next lowest responsive Bidder, whose offer is substantially responsive and is determined by the Purchaser 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 Purchaser is: The Office of Utilities Regulation The Goods: Tablet Computers and Accessories |
| ITB 1.1 | The name and identification number of the LCB are: Procurement of Tablet Computers and Accessories LCB No. 2017/GEN/002/RFQ.001 |
| ITB 2.1 | The name of the Project is: Procurement of Tablet Computers and Accessories |
| ITB 4.5 | At the time of submission of the bids, all Bidders shall present to the Purchaser a valid Tax Compliance Certificate (TCC) or Tax Compliance Letter (TCL) with its bid. |
| ITB 4.6 | At the time of submission of the bids, all Bidders are required to submit a valid National Contracts Commission (NCC) Registration in the category of Computers and Supplies along with their bids For more information: http://www.ocg.gov.jm |
| | B. Contents of Bidding Documents |
| ITB 7.1 | For <u>Clarification of the Bidding Documents</u> , the Purchaser's address is: Attention: Leighton G. Hamilton, Director Information Technology and Risk Address: PCJ Resource Centre, 36 Trafalgar Road, Kingston 8 City: Kingston Country: Jamaica ZIP Code: JMAAW08 Telephone: (876) 968-6053 Facsimile number: (876) 929-3653 Electronic mail address: it@our.org.jm |

| | C. Preparation of Bids |
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| ITB 10.1 | The language of the bid is: English |
| ITB 11.1 (h) | The Bidder shall submit the following additional documents in its bid: <ul style="list-style-type: none"> • <i>Company Profile indicating, but not limited to, relevant experience in the supply and support of Tablet computers.</i> • <i>Proof of at least three (3) years relevant experience in the supply, installation and maintenance of Tablet computers.</i> • <i>Names of at least three (3) relevant local references for whom similar services were rendered.</i> |
| ITB 13.1 | Alternative Bids shall not be considered. |
| ITB 14.5 | The Incoterms edition is: Incoterms 2000 |
| ITB 14.6 | Eligible Countries - all countries except as a matter of law or official regulation, the Purchaser's Country prohibits commercial relations with that country. |
| ITB 14.6 (b) (i) and (c) (iii) | Place of Destination: Office of Utilities Regulation, Kingston, Jamaica |
| ITB 14.6 (a) (iii); (b)(ii) and (c)(v) | Final destination (Project Site): Office of Utilities Regulation, Kingston, Jamaica |
| ITB 14.7 | The prices quoted by the Bidder shall not be adjustable. |
| ITB 14.8 | (NOT APPLICABLE) |
| ITB 15.1 | The Bidder is not required to quote in the currency of the Purchaser's Country, 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): (NOT APPLICABLE) |
| ITB 19.1 (a) | Manufacturer's authorization is required. |

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| ITB 19.1 (b) | After sales service is required. |
| ITB 20.1 | The bid validity period shall be One Hundred and Twenty (120) days. |
| ITB 21.1 | No Bid Security is required. |
| ITB 21.2 | The amount of the Bid Security shall be: (NOT APPLICABLE) |
| ITB 22.1 | In addition to the original bid, the required number of copies is two (2). |
| | D. Submission and Opening of Bids |
| ITB 23.1 | Bidders shall not have the option of submitting their bids electronically. |
| ITB 23.2 (c) | The inner and outer envelopes shall bear the following additional identification marks: (NOT APPLICABLE) |
| ITB 24.1 | <p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Leighton G. Hamilton Address: 3rd Floor, PCJ Resource Centre, 36 Trafalgar Road, Kingston 10</p> <p>City: Kingston Country: Jamaica</p> <p>The deadline for the submission of bids is: Date: Monday, 2017 March 20 Time: 11:00 a.m. Local Time</p> |
| ITB 27.1 | <p>The bid opening shall take place at:</p> <p>Street Address: The Office of Utilities Regulation, 3rd Floor, PCJ Resource Centre, 36 Trafalgar Road, Kingston 10</p> <p>City: Kingston Country: Jamaica Date: Monday, 2017 March 20 Time: 11:15 a.m. Local Time</p> |
| | E. Evaluation and Comparison of Bids |
| ITB 34.1 | <p>Bid prices expressed in different currencies shall be converted in: United States Dollars (US\$)</p> <p>The source of exchange rate shall be the prevailing rate of</p> |

| | |
|-------------|---|
| | exchange published by the Bank of Jamaica The date for the exchange rate shall be as at the bid submission date. |
| ITB 35.1 | Domestic preference shall not be a bid evaluation factor. |
| ITB 36.3(a) | Evaluation will be done for all items submitted in the complete bid. |
| ITB 36.3(d) | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: Yes (b) Deviation in payment schedule: No (c) the cost of major replacement components, mandatory spare parts, and service: No (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: Yes (e) the projected operating and maintenance costs during the life of the equipment: No (f) the performance and productivity of the equipment offered: Yes The methodology is detailed in Section III as technical factors. |
| ITB 36.6 | Bidders shall not be allowed to quote separate prices for one or more lots. (NOT APPLICABLE) |
| | F. Award of Contract |
| ITB 41.1 | The maximum percentage by which quantities may be increased is: (NOT APPLICABLE) The maximum percentage by which quantities may be decreased is: (NOT APPLICABLE) |
| ITB 44.1 | No Performance Security is required. |
| ITB 42.3 | Clause 42.3 is replaced with the following: The Purchaser shall notify the Bidders of the preferred bidder and 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 such notification, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids |

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| | were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after the notification, requests a debriefing seeking explanations on the grounds on which their bids were not selected. |
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Section III. Evaluation and Qualification Criteria

Contents

1. Domestic Preference(ITB 35.1)
No Domestic Preference
2. Evaluation Criteria (ITB 36.3 (d))
3. Multiple Contracts ITB 36.6) - NOT APPLICABLE
4. Post qualification Requirements (ITB 38.2) - NOT APPLICABLE
After determining the lowest-evaluated bid in accordance with ITB Sub-
Clause 37.1, the Purchaser shall carry out the post qualification of the
Bidder in accordance with ITB Clause 38, using only the requirements
specified.

1. Evaluation Criteria (ITB 36.3 (d))

The **Purchaser's** evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, 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.

- (i) 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 V, 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 V, Delivery Schedule.**

- (ii) Availability in the **Purchaser's** Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser 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.

- (iii) Performance and productivity of the equipment.

An adjustment to take into account the productivity of the goods offered in the bid 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 based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3(d).

- (iv) Specific additional criteria

- Experience of Bidder with similar type of project

Award will be made to the firm offering the best value to the Office of Utilities Regulation (OUR), price and technical factors considered.

The Criteria, sub-criteria, and point system for the evaluation of the responsiveness of Full Technical Proposals are:

| <u>Evaluation Criteria</u> | | <u>Points</u> |
|--|---|---------------|
| <u>Criteria, sub-criteria</u> | | |
| Technical | | |
| (i) Experience of Bidder with similar type projects: | | |
| a) Specific experience of the supplier relevant to the assignment | | 10 |
| ▪ Minimum 3 written verifiable references | (10 Points) | |
| ▪ Minimum 2 written verifiable reference | (7 Points) | |
| ▪ Minimum 1 written verifiable reference | (4 Points) | |
| ▪ 0 written verifiable references | (0 Points) | |
| b) Years of experience in providing similar types of Goods and Related Services | | 5 |
| ▪ 3 years and above | (5 points) | |
| ▪ 1-2 years | (2.5 points) | |
| ▪ 0-1 year | (1 point) | |
| (ii) Fulfillment of technical requirements as stated in the Bid document including the performance and productivity of the equipment offered (Has the bid met the requirements stated in the bid document). | | 35 |
| (iii) Delivery Date: Bidder with the earliest delivery date specified in Section V, Delivery Schedule will be awarded the maximum point. | | |
| ▪ 30 days | (10 points) | 10 |
| ▪ 40 days | (6 points) | |
| ▪ 45 days | (3 points) | |
| ▪ Over 45 days | (0 points) | |
| (iv) Adequacy of key professional staff with requisite qualifications and competence to perform the Related Services | | 5 |
| (v) Warranty/Scheduling: Provide a detailed description of labour and materials warranty. Indicate what course of action will be taken should availability of parts be an issue at the time of delivery or installation (substitute parts at no additional cost to OUR) after sales service for a minimum of four (4) years will be required. | | |
| ▪ Details of warranty and availability of parts with after sales service for 4 years and above | (10 points) | 10 |
| ▪ Details of warranty and availability of parts with after sales service for 1-3 years | (5 points) | |
| ▪ Details of warranty and availability of parts with after sales service for 0-1 year | (2 points) | |
| ▪ | | |
| Financial | | |
| (v) Bid Price | | |
| Formulae: | $\frac{\text{Lowest tender price}}{\text{Bid Price}} \times \text{Weight (25)}$ | 25 |

| | |
|--------------------------------------|-----|
| Total points for the three criteria: | 100 |
|--------------------------------------|-----|

The minimum acceptable technical score required to pass the Technical Evaluation is: 60 points (80% of the 75 points allocated for the technical evaluation criteria).

The Contract will be awarded to the Bidder with the lowest responsive bid determined in accordance with ITB Sub-Clause 37.1.

Section IV. Bidding Forms

Table of Forms

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| Price and Completion Schedule - Related Services | 45 |
| Bid Security (Bank Guarantee) | 46 |
| Bid Security (Bid Bond) | 47 |
| Manufacturer's Authorization | 48 |

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

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i> |
| 2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i> |
| 3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i> |
| 4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i> |
| 5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i> |
| <ul style="list-style-type: none"> • 6. Bidder's Authorized Representative Information <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p> |
| <p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><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.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</p> |

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]*

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

Page _____ of _____ pages

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

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]*

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

Invitation for Bid No.: *[insert No of IFB]*

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

To: *[insert complete name of Purchaser]*

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 Purchaser's 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 responsive 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 Purchaser in the Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

| (Group C bids, goods to be imported) | | | | | | | | Date: _____ |
|---|------------------------------|---|---------------------------------------|--|---|---|--|--|
| Currencies in accordance with ITB Sub-Clause 15 | | | | | | | | ICB No: _____ |
| | | | | | | | | Alternative No: _____ |
| | | | | | | | | Page N° _____ of _____ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Line Item N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i) | CIP Price per line item (Col. 5x6) | Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS | Total Price per Line item (Col. 7+8) |
| <i>[insert number of the item]</i> | <i>[insert name of good]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Date]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price CIP per unit]</i> | <i>[insert total CIP price per line item]</i> | <i>[insert the corresponding price per line item]</i> | <i>[insert total price of the line item]</i> |
| | | | | | | | | |
| | | | | | | | | |
| Total Price | | | | | | | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the **Purchaser's** Country, already imported

| (Group C bids, Goods already imported) | | | | | | | | | | Date: _____ | |
|---|-------------------------------|---|---------------------------------------|--|---|--|--|--|---|---|---|
| Currencies in accordance with ITB Sub-Clause 15 | | | | | | | | | | ICB No: _____ | |
| | | | | | | | | | | Alternative No: _____ | |
| | | | | | | | | | | Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5x8) | Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv) | Total Price per line item (Col. 9+10) |
| <i>[insert number of the item]</i> | <i>[insert name of Goods]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Date]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price per unit]</i> | <i>[insert custom duties and taxes paid per unit]</i> | <i>[insert unit price net of custom duties and import taxes]</i> | <i>[insert price per line item net of custom duties and import taxes]</i> | <i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i> | <i>[insert sales and other taxes payable per item if Contract is awarded]</i> | <i>[insert total price per line item]</i> |
| | | | | | | | | | | | |
| | | | | | | | | | | Total Bid Price | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price Schedule: Goods Manufactured in the **Purchaser's** Country

| Purchaser's Country _____ | | (Group A and B bids) Currencies in accordance with ITB Sub-Clause 15 | | | | Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____ | | | |
|-------------------------------------|-----------------------|---|---|-------------------------|--|---|---|---|--------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line Item N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW | Total EXW price per line item (Col. 4x5) | Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii)) | Total Price per line item (Col. 6+7) |
| [insert number of the item] | [insert name of Good] | [insert quoted Delivery Date] | [insert number of units to be supplied and name of the physical unit] | [insert EXW unit price] | [insert total EXW price per line item] | [insert the corresponding price per line item] | [Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item] | [insert sales and other taxes payable per line item if Contract is awarded] | [insert total price per item] |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Total Price | | | | | | | | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

| Currencies in accordance with ITB Sub-Clause 15 | | | | | | Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____ |
|---|--|---|---|--|-------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6 or estimate) |
| <i>[insert number of the Service]</i> | <i>[insert name of Services]</i> | <i>[insert country of origin of the Services]</i> | <i>[insert delivery date at place of final destination per Service]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price per item]</i> | <i>[insert total price per item]</i> |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Bid Price | | | | | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Bid Security (Bank Guarantee)

NOT APPLICABLE

Bid Security (Bid Bond)

NOT APPLICABLE

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]*

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

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

To: *[insert complete name of Purchaser]*

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]*

PART 2 - Supply Requirements

Section V. Schedule of Requirements

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1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

| Line Item N° | Description of Goods | Quantity | Physical unit | Final (Project Site) Destination as specified in BDS | Delivery (as per Incoterms) Date | | |
|--------------|--|----------|---------------|--|----------------------------------|----------------------|--|
| | | | | | Earliest Delivery Date | Latest Delivery Date | Bidder’s offered Delivery date [to be provided by the bidder] |
| 1. | Surface Book ➤ Storage: • 512 GB Solid State Hard Drive ➤ Processor: • Intel i7 (6 th generation or higher) ➤ Memory: 16GB ➤ Network: • Ethernet 10Base-T/100Base-TX/1000Base-T - RJ-45 • Built in Wifi • Built in Bluetooth ➤ Display: • 13.1” HD Monitor (1920 x 1080 or greater) • Touch Screen ➤ Features: • Surface Pen • Front Facing web camera • USB 3.0 port (2 at a minimum) • HDMI port (1 at a minimum) • Speakers • Microphone • Headset Jack • Lightweight (less than 2lbs) ➤ Software: • Windows 10 professional | 14 | Each | OUR | 30 days | 45 Days | |

| | | | | | | | |
|--|---|----|------|-----|---------|---------|--|
| | Monitors (22inch display) <ul style="list-style-type: none"> • ENERGY STAR® • Widescreen - 16:9 • Full HD 1920 x 1080 at 60 Hz • 3 years warranty • HDMI or VGA or DVI Display port • USB ports | 13 | Each | OUR | 30 days | 45 Days | |
| | Docking Station <ul style="list-style-type: none"> • USB 2.0 - 4 pin USB Type A • SuperSpeed USB 3.0 - 9 pin USB Type A • 1 x network - RJ-45 • display / video - DisplayPort output - 20 pin DisplayPort • display / video - HDMI - 19 pin HDMI Type A • 1 x headphones - output - mini-phone stereo 3.5 mm • 1 x audio - output - mini-phone stereo 3.5 mm | 47 | Each | OUR | 30 days | 45 Days | |
| | Surface Dial | 1 | Each | OUR | 30 days | 45 Days | |

2. List of Related Services and Completion Schedule

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

| Service | Description of Service | Quantity ¹ | Physical Unit | Place where Services shall be performed | Final Completion Date(s) of Services |
|----------------------------|---|--|---|---|---|
| <i>[insert Service No]</i> | <i>[insert description of Related Services]</i> | <i>[insert quantity of items to be supplied]</i> | <i>[insert physical unit for the items]</i> | <i>[insert name of the Place]</i> | <i>[insert required Completion Date(s)]</i> |
| 1 | Tablet Computers Installation | XX | Each | OUR | 5 days |
| 2 | After Sales Service | | | | |
| 3 | Training | | | | |
| | | | | | |
| | | | | | |

1. If applicable

3. Technical Specifications

INTRODUCTION

The **Office of Utilities Regulation (“OUR”)** is a multi-sector regulatory agency which was established pursuant to the Office of Utilities Regulation Act (the **“Act”**). Under the Act, the OUR has regulatory authority over the telecommunications, electricity and water and sewerage sectors.

The OUR has the statutory mandate to monitor all the regulated entities by requesting periodic information on their operations. This is to ensure the compliance by all licensees with all the relevant legislation as well as to gather information on the performance of these entities for analysis.

In order for the OUR to properly fulfill its mission, it is critical to have a state of the art infrastructure to store all data gathered from licensees, stakeholders and the wider economic environment, as well as to efficiently carry out the **OUR’s day to day administrative functions.**

In this regard, the OUR has taken the decision to procure Tablet computers and accessories to replace old and obsolete equipment to ensure that the operations of the organization are executed in the most efficient way possible.

OBJECTIVE

To procure Tablet computers and accessories for the professional staff to improve their efficiency and replace the old and obsolete computers being used throughout the organization.

SCOPE OF WORK

The Supplier is expected to deliver the following in accordance with specifications:

- a. Procure and install the proposed equipment.
- b. Train personnel of the OUR on how to manage and maintain the system.
- c. Provide after sales services

The equipment and all materials incorporated in the equipment must be new, unused, be of the most recent or current models and be compliant with the specifications.

DELIVERABLES

Duration

- Procurement of the Tablet computers and accessories (30-45 days)
- Installation of equipment (5 days)
- Training (1 week)

Documentation

- Installation, User and Administration Manuals (1 week)

4. Drawings

Not Applicable

5. Inspections and Tests

The following inspections and tests shall be performed to ensure that:

- a. The Tablet computers connect to the OUR's Network;
- b. All touch screens are operational; and
- c. The Tablet computers delivered by the successful Bidder meets the requirements of the specification stated in the Goods and Delivery Schedule.

PART 3 - Contract

Section VI. General Conditions of Contract

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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) **“Completion” means the fulfillment of the Related Services** by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (c) **“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.**
 - (d) **“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.**
 - (e) **“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.**
 - (f) **“Day” means calendar day.**
 - (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 Purchaser under the Contract.**
 - (i) **“Purchaser” means the GOJ entity purchasing the Goods and Related Services, as specified in the SCC.**
 - (j) **“Purchaser’s Country” is Jamaica.**
 - (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 Purchaser 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 GOJ/Purchaser 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/Purchaser:
- 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 GOJ/Purchaser 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 GOJ/Purchaser 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 Purchaser, designed to establish bid prices at artificial non-competitive 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 Purchaser/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 Purchaser/GOJ-financed contract; and

d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by Purchaser/GOJ, requiring bidders, suppliers, contractors and consultants to permit Purchase/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 Purchaser/GOJ.

4 Interpretation and General Clauses 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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser. |
| 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 Purchaser’s Country, unless otherwise specified in the SCC. |
| 10 | Settlement of Disputes | 10.1 | The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. |
| | | 10.2 | If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of which a notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been in accordance with this Clause shall be finally |

settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

10.3 Notwithstanding,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser 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. |
| 14 Contract Price | 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 SCC. |
| 15 Terms of Payment | 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC. 15.2 The Supplier's request for payment shall be made to the Purchaser 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. |
| 16 Taxes and Duties | 16.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country. 16.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, |

duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the **Purchaser's** Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 17 Performance Security
- 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 SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the **Purchaser's** as compensation for any loss **resulting from the Supplier's failure to complete its obligations** under the Contract.
- 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 Purchaser and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser 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 Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 V, 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 Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (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 Purchaser 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 Purchaser.
- 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 Purchaser 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 **Purchaser's** 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 Purchaser.
- 25.3 The Purchaser 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 Purchaser 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser 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 impedes 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 Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

28 Patent
Indemnity

28.1 The Supplier shall, subject to the **Purchaser's** compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser 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** Purchaser 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 Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the **Purchaser's** 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 Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser **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 Purchaser 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 Purchaser

29 Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, 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 Purchaser; and

- (b) the aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

- 30 Change in Laws and Regulations
- 30.1 Unless otherwise specified in the Contract, if after the date of twenty-eight (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 the place of the **Purchaser's** country where the Site is located (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 Purchaser 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 Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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 Purchaser 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 Purchaser
 - (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 Purchaser's** 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 Extension 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 Purchaser in writing of the delay, its likely duration, and its cause. **As soon as practicable after receipt of the Supplier's** notice, the Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser 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 Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser

34.3 Termination for Convenience

- (a) The Purchaser, 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 **Purchaser's** 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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser 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 Purchaser 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 Purchaser, to the country of the Purchaser 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 Purchaser 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 Purchaser, to the country of the Purchaser 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 Purchaser 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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| GCC 1.1(i) | The Purchaser is: Office of Utilities Regulation |
| GCC 1.1 (o) | The Project Site(s)/Final Destination(s) is/are: Office of Utilities Regulation, 3rd Floor, PCJ Resource Centre, 36 Trafalgar Road, Kingston 10, Jamaica. |
| GCC 4.2 (b) | The version edition of Incoterms shall be Incoterms 2000. |
| GCC 5.1 | The language shall be: English |

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| GCC 8.1 | <p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: Mr. Leighton Hamilton</p> <p>Street Address: Office of Utilities Regulation, 3rd Floor, PCJ Resource Centre, 36 Trafalgar Road,</p> <p>City: Kingston 10</p> <p>Country: Jamaica</p> <p>Telephone: (876) 968 6053</p> <p>Facsimile number: (876) 929 3635</p> <p>Electronic mail address: leighton.hamilton@our.org.jm</p> <p>For notices, the Supplier's Address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal ZIP code, if applicable]</i></p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert facsimile number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> |
| GCC 9.1 | The governing law shall be the law of: Jamaica |
| GCC 10.2 | <p>Amicable Settlement</p> <p>Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Purchaser 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 the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Purchaser shall request appointment</p> |

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| | <p>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 (30) 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>Dispute Settlement</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>Arbitration</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> |
| GCC 12.1 | <p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i>.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> |

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| GCC 14.1 | The prices charged for the Goods supplied and the related Services performed shall not be adjustable. |
| GCC 15.1 | <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p>(i) Advance Payment: <i>[insert number]</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 Purchaser.</p> <p>(ii) On Shipment: <i>[insert number]</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.</p> <p>(iii) On Acceptance: <i>[insert number]</i> % of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in ____ <i>[currency]</i> within <i>[insert number]</i> days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Jamaican Dollars, as follows:</p> <p>(i) Advance Payment: Twenty per cent (20%) 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 Purchaser.</p> |

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| | <p>(ii) On Delivery: Sixty per cent (60%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: The remaining Twenty percent (20%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p> <p>Note: A Supplier may opt not to provide the bank guarantee for the advance payment. However where such a variation is proposed, the OUR will not disburse an advance payment but is prepared to negotiate the payment schedule. In such an instance, the first payment under the Contract will be disbursed on delivery of the Goods.</p> |
| GCC 17.1 | A Performance Security <i>shall not be required</i> . |
| GCC 17.3 | Not Applicable |
| GCC 17.4 | Not Applicable |
| GCC 22.2 | The packing, marking and documentation within and outside the packages shall be: <i>Not Applicable</i> |
| GCC 23.1 | The insurance coverage shall be as specified in the Incoterms. In any event the insurance coverage of the Goods shall be at no cost to the Purchaser. |
| GCC 24.1 | Responsibility for transportation of the Goods shall be as specified in the Incoterms. In any event the responsibility for the transportation of the Goods shall be at no cost to the Purchaser. |
| GCC 25.1 | The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i> |
| GCC 25.2 | The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i> |
| GCC 26.1 | The liquidated damage shall be: <i>[insert number]</i> % per week |

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| GCC 26.1 | The maximum amount of liquidated damages shall be: <i>[insert number]%</i> |
| GCC 27.3 | The period of validity of the Warranty shall be: <i>[insert number]</i> days For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>The Office of Utilities Regulation, 3rd Floor, PCJ Resource Centre, 36 Trafalgar Road, Kingston 10, Jamaica.</i> |
| GCC 27.5 | The period for repair or replacement shall be: <i>[insert number(s)]</i> days. |

Section VIII. Contract Forms

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1. Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) The Office of Utilities Regulation a statutory body incorporated pursuant to the Office of Utilities Regulation Act and having its principal place of business at 3rd Floor, PCJ Resource Centre, 36 Trafalgar Road, Kingston 10, Jamaica (**hereinafter called “the Purchaser”**); 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 Purchaser invited bids for certain Goods and ancillary services, viz., *the supply of Tablet computers and accessories* 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 Purchaser 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 Purchaser’s 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser 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.

OR AND ON BEHALF OF THE PURCHASER

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

Not Applicable

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

[Bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

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)¹ 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 date²]*.

¹ *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 Purchaser.*

² *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser 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 Purchaser 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 Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458.

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