



BIDDING DOCUMENTS

for

Procurement of Medical Sundries

Issued on: January 4, 2012

Project: *Procurement of Medical Sundries for use
in the Government's Health Facilities*

Procuring Entity: *National Health Fund*

ICB No: NHF-PD/2012/MS/01

Acronyms

| | |
|----------|--|
| BDS | Bid Data Sheet |
| CFR | Cost and Freight |
| CIF | Cost, Insurance and Freight |
| CIP | Carriage and Insurance Paid to (<i>named place of destination</i>) |
| CPM | Critical Path Method |
| CPT | Carriage Paid to |
| CV | Curriculum Vitae |
| DAF | Delivery at Frontier |
| DDP | Delivered Duty Paid (<i>named place of destination</i>) |
| DDU | Delivered Duty Unpaid |
| DES | Delivered Ex Ship |
| DEQ | Delivered Ex Quay |
| EXW | Ex factory, ex works or ex warehouse |
| FAS | Free alongside Ship |
| FCA | Free Carrier |
| FIDIC | Fédération Internationale des Ingénieurs Conseils (International Federation of Consulting Engineers) |
| FOB | Free on Board |
| GCC | General Conditions of Contract |
| GOJ | Government of Jamaica |
| ICC | International Chamber of Commerce |
| IFB | Invitation for Bids |
| ITB | Instructions to Bidders |
| OT | Open Tender |
| SBD | Standard Bidding Document |
| SCC | Special Conditions of Contract |
| TS | Technical Specifications and Drawings |
| UNCITRAL | United Nations Commission on International Trade Law |
| UNDP | United Nation Development Programme |

Table of Contents

Invitation for Bids (IFB).....4

PART 1 – Bidding Procedures6

Section I. Instructions to Bidders7

Section II. Bid Data Sheet (BDS).....32

Section III. Evaluation and Qualification Criteria.....40

Section IV. Bidding Forms44

PART 2 - Supply Requirements.....58

Section V. Schedule of Requirements.....59

Technical Specifications.....60

PART 3 - Contract63

Section VI. General Conditions of Contract64

Section VII. Special Conditions of Contract85

Section VIII. Contract Forms93



Invitation for Bids (IFB)

PROCUREMENT OF MEDICAL SUNDRIES 2012-2013

The **National Health Fund** now invites sealed bids from eligible bidders for the supply of medical sundry items, as listed in the Schedule of Requirement of the tender documents, for an 18-month contract period, May 1, 2012 to October 31, 2013, for use in the government's health facilities.

1. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the Government of Jamaica, Handbook of Public Sector Procurement Procedures <http://www.mof.gov.jm> and is open to all bidders from all countries.
2. For tenders to be considered, local bidders must be in possession of a valid Tax Compliance Certificate (TCC) and National Contracts Commission (NCC) Certification in the category of 'Medical, Pharmaceutical Equipment and Supplies', copies of which must be submitted with bid proposals. Overseas bidders are required to submit proof of registration with the NCC prior to award of contracts and are invited to visit the NCC website at www.ncc.gov.jm for registration instructions.

Bid submissions must be accompanied by the related medical sundry samples, and in the quantities stated in the list accompanying the Schedule of Requirements.

All bids must be accompanied by a bid security of two hundred and fifty thousand Jamaican dollars (J\$250,000.00) or the USD equivalent in the form of a manager's cheque payable to the National Health Fund, or an unconditional banker's guarantee.

Failure to comply with the above will result in rejection of the tender.

3. A complete set of Bidding Documents in **English** will be available at a non-refundable cost of US\$50.00 or its Jamaican dollar equivalent, payable in cash or certified cheque, from the receptionist, National Health Fund, 6th Floor, The Towers, 25 Dominica Drive, Kingston 5, from **Wednesday, January 4, 2012 between 9:00 a.m. and 4:00 p.m.**

Tender documents may be inspected at the offices of the National Health Fund or at www.nhf.org.jm. Tenders will not be evaluated unless payment for tender documents is received.

4. Bidders may quote on **any one or more items under this invitation**. Each item shall be evaluated and the contract(s) awarded separately to the firm(s) offering the lowest evaluated price for each item. The National Health Fund reserves the right to accept or reject any or all proposal(s) or to re-tender, and to treat its request as a whole package or a part thereof.
5. Queries should be directed to I. Erica McIntosh at imcintosh@nhf.org.jm and copied to Kirk McKain at kmckain@nhf.org.jm.

-
6. Bids along with documents for eligibility, must be delivered to the address below in a sealed envelope and placed in the tender box marked 'Tender for Procurement of Medical Sundries' located in the foyer **no later than 2:00 p.m. local time, Wednesday, February 15, 2012:**

The National Health Fund
6th Floor, The Towers
25 Dominica Drive
Kingston 5
Jamaica W.I.

Additionally, medical sundry samples for which bids are submitted, must be delivered to the address above and placed in the tender box marked '**Medical Sundry Samples**', **no later than 2:00 p.m. local time, Wednesday, February 15, 2012.**

Bids will be publicly opened at 2:15 p.m. local time, Wednesday, February 15, 2012 in the Conference Room of the National Health Fund in the presence of the bidders' representatives who choose to attend. **Late bid(s) will be rejected and returned to the bidder(s) unopened.**

THE NATIONAL HEALTH FUND IS AN AGENCY OF THE MINISTRY OF HEALTH

THE NATIONAL HEALTH FUND IS AN AGENCY OF THE MINISTRY OF THE NATIONAL HEALTH FUND IS AN AGENCY OF THE MINISTRY OF HEALTH

ALTH

TIONAL HEALTH FUND IS AN AGENCY OF THE MINISTRY THE NATIONAL HEALTH FUND IS AN AGENCY OF THE MINISTRY OF HEALTH

OF HEALTH

THE NATIONAL HEALTH FUND IS AN AGENCY OF THE MINISTRY OF HEALTH

PART 1 - Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

| | |
|--|-----------|
| A. General..... | 9 |
| 1. Scope of Bid..... | 9 |
| 2. Source of Funds..... | 9 |
| 3. Fraud and Corruption..... | 9 |
| 4. Eligible Bidders..... | 11 |
| 5. Eligible Goods and Related Services..... | 12 |
| B. Contents of Bidding Documents..... | 12 |
| 6. Sections of Bidding Documents..... | 12 |
| 7. Clarification of Bidding Documents..... | 13 |
| 8. Amendment of Bidding Documents..... | 13 |
| C. Preparation of Bids..... | 14 |
| 9. Cost of Bidding..... | 14 |
| 10. Language of Bid..... | 14 |
| 11. Documents Comprising the Bid..... | 14 |
| 12. Bid Submission Form and Price Schedules..... | 15 |
| 13. Alternative Bids..... | 15 |
| 14. Bid Prices and Discounts..... | 15 |
| 15. Currencies of Bid..... | 18 |
| 16. Documents Establishing the Eligibility of the Bidder..... | 18 |
| 17. Documents Establishing the Eligibility of the Goods and Related Services.... | 18 |
| 18. Documents Establishing the Conformity of the Goods and Related Services. | 18 |
| 19. Documents Establishing the Qualifications of the Bidder..... | 19 |
| 20. Period of Validity of Bids..... | 20 |
| 21. Bid Security..... | 20 |
| 22. Format and Signing of Bid..... | 21 |
| D. Submission and Opening of Bids..... | 22 |
| 23. Submission, Sealing and Marking of Bids..... | 22 |
| 24. Deadline for Submission of Bids..... | 22 |
| 25. Late Bids..... | 23 |
| 26. Withdrawal, Substitution, and Modification of Bids..... | 23 |
| 27. Bid Opening..... | 23 |
| E. Evaluation and Comparison of Bids..... | 25 |

| | | |
|-----------|---|-----------|
| 28. | Confidentiality | 25 |
| 29. | Clarification of Bids | 25 |
| 30. | Responsiveness of Bids | 25 |
| 31. | Non- conformities, Errors, and Omissions | 26 |
| 32. | Preliminary Examination of Bids..... | 27 |
| 33. | Examination of Terms and Conditions; Technical Evaluation | 27 |
| 34. | Conversion to Single Currency | 27 |
| 35. | Domestic Preference | 27 |
| 36. | Evaluation of Bids..... | 28 |
| 37. | Comparison of Bids..... | 29 |
| 38. | Post-qualification of the Bidder | 29 |
| 39. | Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids | 29 |
| F. | Award of Contract..... | 30 |
| 40. | Award Criteria | 30 |
| 41. | Procuring Entity’s Right to Vary Quantities at Time of Award | 30 |
| 42. | Notification of Award | 30 |
| 43. | Signing of Contract | 31 |
| 44. | Performance Security | 31 |

Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Procuring Entity indicated in the **Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods 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 Procuring Entity has committed funds toward the cost of the project and intends to apply a portion of the funds to eligible payments under the contract.
3. **Fraud and Corruption**
 - 3.1 The Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a

public official in the procurement process or in contract execution;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, 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 GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
 - (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect

their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

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 conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. 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 Procuring Entity.

4.5 In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures

November, 2008 (<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 include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section 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 Procuring Entity is not part of the Bidding Documents.

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

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

7. Clarification of Bidding Documents

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

8. Amendment of Bidding Documents

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

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

the Procuring Entity.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

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 Procuring Entity 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 Procuring Entity, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
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 or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB

Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(h) any other document **required in the BDS.**

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 Procuring Entity. This shall not in any way limit the Procuring Entity'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 Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Procuring Entity's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Procuring Entity's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Procuring Entity's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Entity'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) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Procuring

Entity's Country, already imported:

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

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Entity'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 Procuring Entity's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Procuring Entity'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 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

**Conformity of
the Goods
and Related
Services**

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

**19. Documents
Establishing
the
Qualification
s of the
Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity'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 Procuring Entity's Country;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Procuring Entity'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 Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it may also be extended. A Bidder may refuse the request 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 Procuring Entity'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 Procuring Entity's Country, it shall have a correspondent financial institution located in the Procuring Entity'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 Procuring Entity prior to bid submission;

- (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;

21.3 If a Bid Security 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 Procuring Entity as non-responsive.

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

21.5 The Bid Security may be forfeited:

- (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 Bidders shall submit their bids in hard copies by hand. The Bidders 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 Procuring Entity 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 Procuring Entity 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 at the address **specified in the BDS**.

24. Deadline for Submission

24.1 Bids must be received by the Procuring Entity at the specified address and no later than the date and time

-
- of Bids** **specified in the BDS.**
- 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids** 25.1 The Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, 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 Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity'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 Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 31.
- 30. Responsiveness of Bids**
- 30.1 The Procuring Entity'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 Procuring Entity's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Non-conformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.3 If the Bidder that submitted the lowest responsive bid does not accept the correction of errors, its Bid shall be

-
- rejected.
- 32. Preliminary Examination of Bids**
- 32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security, in accordance with ITB Clause 21, if applicable.
- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- 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 Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Procuring Entity shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Procuring Entity'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 Procuring Entity'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 Procuring Entity'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 Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 37. Comparison of Bids** 37.1 The Procuring Entity 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 Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest responsive bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Procuring Entity's Right to Accept Any Bid, and to Reject** 39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**Any or All
Bids**

N.B. The Procuring Entity 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 Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest responsive bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 41. Procuring Entity's Right to Vary Quantities at Time of Award | 41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 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 Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. 42.3 The Procuring Entity shall publish on the National Contracts Commission's website the results identifying the bid, lot numbers, name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4. |

43. Signing of Contract

43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

44. Performance Security

44.1 Within twenty eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Procuring Entity. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest responsive Bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Bid 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 | Name of Procuring Entity: <i>National Health Fund</i> Type of Goods: <i>Medical Sundries</i> |
| ITB 1.1 | The name and identification number of the ICB are: <i>Procurement of Medical Sundries 2012 -2013, ICB No: NHF-PD/2012/MS/01</i> |
| ITB 2.1 | The name of the Project is: <i>Procurement of Medical Sundries</i> |
| ITB 4.5 | At the time of the tender submission, Jamaican bidders shall present to the Procuring Entity a valid Tax Compliance Certificate (TCC) for due taxes in Jamaica. |
| ITB 4.6 | At the time of tender, Jamaican bidders must be registered with the National Contracts Commission (NCC) 'Register of Public Sector Contractors'. Under the NCC 'Register of Public Sector Contractors', the required registration category is: <i>Medical, Pharmaceutical Equipment and Supplies</i> . Overseas bidders will be required to obtain NCC Registration if they are selected for contract award. For more information visit: http://www.ocg.gov.jm |
| | B. Contents of Bidding Documents |
| ITB 7.1 | For <u>Clarification of Bid purposes</u> , the Procuring Entity's address is: Attention: Ms. I. Erica McIntosh - <i>Purchasing Manager</i> |

| | |
|----------------------------|--|
| | <p>Address: <i>National Health Fund Pharmaceutical Division</i> <i>78 Marcus Garvey Drive, Kingston 13</i> Jamaica Telephone: (876) 901-2979 or (876) 923-6920 ext 3048 Facsimile number: (876) 757-3690 Email: imcintosh@nhf.org.jm Copy to: Mr.Kirk McKain: kmckain@nhf.org.jm</p> |
| | <p>C. Preparation of Bids</p> |
| <p>ITB 10.1</p> | <p>The language of the bid is: English</p> <p><i>Additionally, the key passages of all accompanying printed literature in any other language must be translated into the above language.</i></p> |
| <p>ITB 11.1 (h)</p> | <p>In addition to the documents stated in Paragraphs 11.1(a) through (h), the following must be included with the Bid:</p> <ul style="list-style-type: none"> (i) Copy of valid and current National Contracts Commission (NCC) Registration Certificate in the category: <i>Medical, Pharmaceutical Equipment and Supplies</i>; (ii) Copy of valid and current Tax Compliance Certificate (TCC); (iii) A completed, signed and stamped/sealed Bid Form; (iv) Bid Security in the amount of two hundred and fifty thousand Jamaican dollars (J\$ 250,000.00) or the equivalent in United States dollars; (v) A completed Payment Form; (vi) Testimonials where applicable: All suppliers, not previously awarded contracts for the supply of medical sundries, shall furnish documentary |

| | |
|---------------------------------------|---|
| | <p>evidence as to prior experience and ability to perform. The testimonials should be from at least two institutions with whom the tenderer has successfully executed contracts for similar products and should indicate the tenderer's prior experience and ability to perform. No contract will be entered into with a tenderer who fails to submit such testimonials, where applicable, on request, or submitting testimonials deemed by the Procuring Entity to be inadequate.</p> <p>(vii) Medical sundry samples must be submitted in quantities stated in the list accompanying the Schedule of Requirements and labeled to include (i) item number as stated in the Schedule of Requirements (ii) item description and (iii) manufacturer/ brand name. Medical sundry samples must be submitted in a separate package from the bid documents.</p> |
| ITB 13.1 | Alternative bids: Will not be accepted. |
| ITB 14.5 | The Incoterms edition is: Incoterms 2010. |
| ITB 14.6 (b) (i) and (c) (iii) | Place of Destination: <i>CIF Kingston, Jamaica</i> |
| ITB 14.6 (a) (iii);(b)(ii) and (c)(v) | "Final destination (Project Site)": National Health Fund Pharmaceutical Division, 78 Marcus Garvey Drive, Kingston 13, Jamaica. |
| ITB 14.6 (b) (iii) | In addition to the CIF price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Procuring Entity's Country shall be quoted: <i>This Clause is not applicable.</i> |
| ITB 14.7 | The prices quoted by the Bidder <i>shall be: Fixed</i> |
| ITB 14.8 | This clause is not applicable. |

| | |
|--|---|
| ITB 15.1 | The Bidder <i>is not</i> required to quote in the currency of the Procuring Entity's Country the portion of the bid price that corresponds to expenditures incurred in that currency. The currency that the Bidder shall quote in is the United States Dollars. |
| ITB 18.3 | Period of time the Goods are expected to be functioning (for the purpose of spare parts): This Clause is not applicable. |
| ITB 19.1 (a) | Manufacturer's authorization is: <i>Not required.</i> |
| ITB 19.1 (b) | After sales service is: <i>Not required</i> |
| ITB 20.1 | The bid validity period shall be one hundred and eighty (180) calendar days after the deadline for bid submission, as specified below in reference to ITB Clause 23. Accordingly, each bid shall be valid through to August 13, 2012. |
| ITB 21.1 | Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms. |
| ITB 21.2 | The amount of the Bid Security shall be: Two hundred and fifty thousand Jamaican dollars (J\$250,000.00) or the USD equivalent. The bid security shall be in the form of an unconditional bank guarantee or manager's cheque payable to the National Health Fund. |
| ITB 22.1 | In addition to the original bid, the required number of copies is: <i>two (2) of equal content.</i> |
| D. Submission and Opening of Bids | |
| ITB 23.1 | Bidders <i>shall not</i> have the option of submitting their bids electronically. |
| ITB 23.2 (c) | The inner and outer envelopes shall bear the following additional identification marks: <i>NHF-PD/2012/MS/01</i> <i>Tender: Procurement of Medical Sundries</i> <i>(i) Bids must be deposited in the Tender Box located: Receptionist Area, National Health Fund, 6th Floor, The Towers, 25 Dominica Drive, Kingston 5, Jamaica.</i> |

| | |
|-------------|--|
| | (ii) <i>Medical Sundry samples must be submitted separate from bid documents and placed in box marked 'Medical Sundry Samples'.</i> |
| ITB 24.1 | <p>The Procuring Entity's address for the purpose of bid submission is National Health Fund, 6th Floor, The Towers, 25 Dominica Drive, Kingston 5, Jamaica.</p> <p>The deadline for the submission of bids is:</p> <p>Date: Wednesday, February 15, 2012</p> <p>Time: 2:00 p.m. local time</p> <p><i>The time on the clock displayed in the Receptionist Area of the National Health Fund will be used.</i></p> |
| ITB 27.1 | The bid opening shall take place at The National Health Fund - Conference Room, 6 th Floor, The Towers, 25 Dominica Drive, Kingston 5, Jamaica on Wednesday, February 15, 2012 at 2:15 p.m. local time. |
| | E. Evaluation and Comparison of Bids |
| ITB 34.1 | <p>Bid prices expressed in different currencies shall be converted in: <i>United States Dollars</i></p> <p>The source of exchange rate shall be: <i>The Bank of Jamaica Weighted Average</i></p> <p>The date for the exchange rate shall be Wednesday February 15, 2012.</p> |
| ITB 35.1 | Domestic preference " <i>shall not</i> " be a bid evaluation factor. |
| ITB 36.3(a) | <p>Evaluation will be done for each item.</p> <p>Note:</p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p> |
| ITB 36.3(d) | <p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in delivery schedule: Yes</p> |

| | <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <i>N/A</i></p> <p>(d) the availability in the Procuring Entity’s Country of spare parts and after-sales services for the equipment offered in the bid <i>N/A</i></p> <p>(e) the projected operating and maintenance costs during the life of the equipment <i>N/A</i></p> <p>(f) the performance and productivity of the equipment offered; <i>N/A</i></p> <p>(g) the assessment of quality of all medical sundry samples received will be carried out by a Medical Sundries Technical Sub-Committee comprising technical personnel from the four local regional health authorities. Only items recommended by this committee will be considered for further evaluation.</p> <p>(h) Items will be awarded to a single supplier except where two suppliers have submitted the same bid price. In such cases the award will be shared equally. Additionally, shared awards for vital items may be made for the following reasons:</p> <ul style="list-style-type: none"> • A vital item with the lowest bid from a first time bidder • A vital item where past performance of the lowest bidder was inconsistent • A vital item where dependency on a sole supplier is not recommended <p>Shared awards of vital items will be awarded in accordance with the following proportion based on the price differentials:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Price differential</u></th> <th style="text-align: center;"><u>Share proportion (lower:higher)</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0 - 19%</td> <td style="text-align: center;">50:50</td> </tr> <tr> <td style="text-align: center;">20 - 39%</td> <td style="text-align: center;">60:40</td> </tr> <tr> <td style="text-align: center;">40 - 59%</td> <td style="text-align: center;">70:30</td> </tr> <tr> <td style="text-align: center;">60% and above</td> <td style="text-align: center;">80:20</td> </tr> </tbody> </table> <p>For the purposes of this clause vital items, as classified in The Ministry of Health’s Vital, Essential and Necessary (VEN)</p> | <u>Price differential</u> | <u>Share proportion (lower:higher)</u> | 0 - 19% | 50:50 | 20 - 39% | 60:40 | 40 - 59% | 70:30 | 60% and above | 80:20 |
|---------------------------|---|---------------------------|--|---------|-------|----------|-------|----------|-------|---------------|-------|
| <u>Price differential</u> | <u>Share proportion (lower:higher)</u> | | | | | | | | | | |
| 0 - 19% | 50:50 | | | | | | | | | | |
| 20 - 39% | 60:40 | | | | | | | | | | |
| 40 - 59% | 70:30 | | | | | | | | | | |
| 60% and above | 80:20 | | | | | | | | | | |

List, are marked by a single asterisk on the Schedule of Requirements.

When comparing bids, an estimated percentage for customs duty (5%) and clearance costs (3%) will be applied to the bid prices submitted, where applicable.

Lead time

Preference will be shown to the supplier with the lowest delivery lead time proposed on the Schedule of Requirements.

For lead times offered by the bidder, a percentage increase, as outlined below, will be applied to the bid price:

- ≤ 6 weeks0%
- > 6 and ≤ 8 weeks1%
- > 8 and ≤ 10 weeks2%
- > 10 and ≤ 12 weeks3%
- Over 12 weeks4%

| Symbol | Meaning |
|--------|--------------------------|
| ≤ | Less than or equal to |
| ≥ | Greater than or equal to |
| > | Greater than |

Payment Terms

Based on the information supplied on the Payment Form, a percentage increase will also be applied to the bid price, where relevant, as stated below:

When comparing bids, a 3% increase to offset finance charges associated with Sight Draft payment method and 5% increase to offset finance charges associated with Letter of Credit payment method, will be applied to the unit price.

Past Performance

In the case of suppliers awarded contracts in the past, the supplier’s ranking as assessed in the Supplier Performance Rating System (SPRS) will be used to determine past performance criteria for evaluation.

In the case where a supplier is bidding for the first time, the

| | |
|-----------------|---|
| | Company may consider a shared award where the price may be less than or equal to that of a supplier with an outstanding performance based on the SPRS. |
| ITB 36.6 | This clause is not applicable. |
| | F. Award of Contract |
| ITB 41.1 | <p>The maximum percentage by which quantities may be increased is: <i>100%</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>100%</i></p> |

Section III. Evaluation and Qualification Criteria

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

Contents

1. Evaluation Criteria (ITB 36.3 (d))

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

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

The Goods specified in the List of Requirements are required to be delivered within the agreed time range specified in Section V, Schedule of Requirements, under the column 'Lead Time'.

- (b) Deviation in payment schedule. N/A

The Procuring Entity does not bind itself to accept the lowest bid. It will be influenced by the information supplied by the bidder, particularly those concerning lead times and payment terms. Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.

Evaluation will be done for each item, using the following criteria:

Quality

Assessment of quality of all medical sundry samples received will be carried out by a Medical Sundries Technical Sub-Committee comprising technical personnel from the four local regional health authorities. Only items recommended by this committee will be considered for further evaluation.

Price

The proposed prices will be ranked in ascending order to indicate the supplier(s) with the lowest price for a particular item.

Items will be awarded to a single supplier except where two suppliers have submitted the same bid price. In such cases the award will be shared equally. Additionally, shared awards for vital items may be made for the following reasons:

- A vital item with the lowest bid from a first time bidder
- A vital item where past performance of the lowest bidder was inconsistent
- A vital item where dependency on a sole supplier is not recommended

The shared awards of the vital items will be calculated, and awarded in accordance with the following proportions, based on the price differentials:

| <u>Price differential</u> | <u>Share proportion (lower:higher)</u> |
|---------------------------|--|
| 0 - 19% | 50:50 |
| 20 - 39% | 60:40 |
| 40 - 59% | 70:30 |
| 60% and above | 80:20 |

For the purposes of this clause vital items, as classified in the Ministry of Health's Vital, Essential and Necessary (VEN) List, are marked by a single asterisk on the Schedule of Requirements.

When comparing bids, an estimated percentage for customs duty (5%) and clearance costs (3%) will be applied to the unit price, where applicable.

Payment Terms

Based on the information supplied on the Payment Form, a percentage increase will also be applied to the bid price, where relevant, as stated below:

When comparing bids, a 3% increase to offset finance charges associated with Sight Draft payment method and 5% increase to offset finance charges associated with Letter of Credit payment method, will be applied to the unit price, where applicable.

Lead time

Preference will be shown to the supplier with the lowest delivery lead time proposed on the Schedule of Requirements.

For lead times offered by the bidder, a percentage increase, as outlined below, will be applied to the bid price:

| | |
|---------------------------|----|
| ≤ 6 weeks | 0% |
| > 6 and ≤ 8 weeks | 1% |
| > 8 and ≤ 10 weeks | 2% |
| > 10 and ≤ 12 weeks | 3% |
| Over 12 weeks | 4% |

Past Performance

In the case of suppliers awarded contracts in the past, the supplier’s ranking as assessed in the Supplier Performance Ranking System (SPRS) will be used to determine past performance criteria for evaluation.

In the case where a supplier is bidding for the first time, the Company may consider a shared award where the price may be less than or equal to that of a supplier with an outstanding performance based on the SPRS.

Where one bidder is recommended for the award of more than one item, one contract will be issued for multiple items.

2. Post-qualification Requirements (ITB 38.2)

After determining the lowest responsive bid in accordance with ITB Sub-Clause 37.1, the Procuring Entity shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) Financial Capability -

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): - **N/A**

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

All suppliers, not previously awarded contracts for the supply of medical sundries, **shall furnish documentary evidence** as to prior experience and ability to perform. The testimonials should be from at least two institutions with whom the tenderer has successfully executed contracts for similar products and should indicate the tenderer’s prior experience and ability to perform. No contract will be entered into with a tenderer who fails to submit such testimonials, where applicable, on request or submitting testimonials deemed by the Procuring Entity to be inadequate.

Medical sundry samples must be submitted in quantities stated in the list accompanying the Schedule of Requirements and labeled to include (i) item number as stated in the Schedule of Requirements (ii) item description and (iii) manufacturer/ brand name. **Medical sundry samples** must be submitted in a separate package to the bid documents.

The Procuring Entity will deem as non-responsive those tenders for which the required samples have not been received and will not be held responsible for inaccurate or incomplete labeling.

- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: - N/A

Section IV. Bidding Forms

Table of Forms

| | |
|--|----|
| Bidder Information Form | 45 |
| Bid Form | 46 |
| Price Schedule: Goods Manufactured Outside the Procuring Entity’s Country, to be Imported | 49 |
| Price Schedule: Goods Manufactured Outside the Procuring Entity’s Country, already imported | 50 |
| Price Schedule: Goods Manufactured in the Procuring Entity’s Country | 51 |
| Price and Completion Schedule - Related Services..... | 52 |
| Payment Term Form | 53 |
| Bid Security (Bank Guarantee)..... | 54 |
| Bid Security (Bid Bond)..... | 55 |
| Manufacturer’s Authorization | 57 |

N/A

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

Bid Form

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

ICB No.: NHF-PD/2012/MS/01

Invitation for Bid No.: 01

To: The Chief Executive Officer
The National Health Fund
6th Floor, The Towers
25 Dominica Drive, Kingston 5
Jamaica, W.I.

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 unit prices and delivery schedules inserted in the Schedule of Requirements.

(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) 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]

- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by GOJ, under the Procuring Entity’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (i) 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 are listed below:

| 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: _____

In the capacity of _____ *[insert: title or position]*

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

Duly authorized to sign this bid for and behalf of [insert: name of Bidder]

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 Procuring Entity in the Schedule of Requirements.]*

N/A

Price Schedule: Goods Manufactured Outside the Procuring Entity'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. 5×8) | Price per line item for inland transportation and other services required in the Procuring Entity'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 Procuring Entity'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]*

N/A

Price Schedule: Goods Manufactured Outside the Procuring Entity'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 Procuring Entity'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]*

N/A

Price Schedule: Goods Manufactured in the Procuring Entity's Country

| Procuring Entity'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 Procuring Entity's Country to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in the Procuring Entity'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]*

N/A

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 Procuring Entity'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]*

Price and Completion Schedule - Related Services

PAYMENT FORM

PLEASE INDICATE PAYMENT TERMS BY TICKING THE APPROPRIATE CHOICE

NAME AND ADDRESS OF SUPPLIER

.....
.....

TELEPHONE Nos.

TELEFAX Nos.

E-MAIL ADDRESS

OPEN ACCOUNT Payment by Wire Transfer or Cheque Upon Presentation of
Shipping Documents

_____ - 30 days

_____ - 60 days

_____ - 90 days

_____ - 120 days

_____ - 180 days

_____ - 240 days

SIGHT DRAFT

_____ - 30 days

_____ - 60 days

_____ - 90 days

_____ - 120 days

NAME AND ADDRESS OF BANKERS

ACCOUNT NUMBER

(Mandatory for Wire Transfer)

Bid Security (Bank Guarantee)

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

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

Beneficiary: _____ *[Name and Address of Procuring Entity]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458.

[signature(s)]

Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Procuring Entity]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called “the Procuring Entity”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Procuring Entity dated the ___ day of _____, 20___, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

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

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

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

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

¹ The amount of the Bond shall be denominated in the currency of the Procuring Entity’s country or the equivalent amount in a freely convertible currency.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

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 Procuring Entity]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 - Supply Requirements

Section V. Schedule of Requirements

Technical Specifications

MEDICAL SUNDRIES

- (b) The Supplier shall supply medical sundries of the description and standards as laid down by the latest edition of the British Pharmacopoeia and/or the United States Pharmacopoeia and which shall retain potency throughout the period specified by the product's expiration date at recommended ambient conditions.
- (c) The Goods must also conform to the Laws of that country within which they were manufactured and must be accompanied by a certificate stating that they do not contravene any requirement of the Laws of that country.
- (d) If an item allocated under the Contract is withdrawn from use in the Manufacturer's/Supplier's country, for whatever reason, the Supplier shall immediately advise the Client accordingly.
- (e) The goods, when received by the Procuring Entity, shall not be more than one (1) year beyond the date of manufacture or not less than eighteen (18) months from the date of expiration, whichever results in the greater shelf life. In the event that the goods can in no circumstances have a shelf life of eighteen months or more the Supplier is obliged to inform the Procuring Entity in writing, in advance of delivery of these goods, of their shelf life so that the Procuring Entity can exercise its right to accept or refuse these goods.
- (f) Where an expiration date is stated only in terms of the month and the year, it will be interpreted, unless otherwise stated by the Supplier, that the expiration date is the last day of the stated month. For articles requiring reconstitution prior to use, a suitable beyond-use date for the reconstituted product shall be identified in the labeling.
- (g) The Supplier shall replace or apply credit against outstanding invoices for payments for all those goods which reach their expiry date within eighteen months of delivery unless the Procuring Entity was previously advised by the Supplier, in writing, in advance of the delivery, that the goods would expire within eighteen months of delivery and the Procuring Entity still consented to the delivery of such goods. Failure to comply gives the Procuring Entity the right to set off outstanding credits against amounts owed to the Supplier. Where no prior consent was given by the Procuring Entity, the Supplier shall

compensate the Procuring Entity for all costs incurred in the disposal of expired goods.

- (h) In cases where the Supplier wishes to supply short dated products and the Procuring Entity gives conditional consent for delivery of such goods, such agreement shall be in writing and such conditions must be complied with.
- (i) The Contractor, in signing this Contract, authorizes the Client to contact the competent authority which administers good manufacturing practices and registration standards in that country, to ascertain that the Contractor has conformed with the required practices and standards. The Client is not obliged to advise the Contractor when such contact will be, or has been made.

5. Inspections and Tests

The following inspections and tests shall be performed:

Assessment of the quality of all Medical Sundry Samples submitted by bidders will be carried out by members of the Medical Sundries Technical Sub-Committee. This committee comprises technical personnel from the four Regional Health Authorities. Assessment of the samples includes testing at the government hospitals by the technical personnel, to ensure that samples are in keeping with the required standards and specifications.

Only items recommended by the Medical Sundries Technical Sub-Committee will be considered for further evaluation. The Procuring Entity will deem as non-responsive, those tenders for which the required samples have not been submitted by the bidders.

The Procuring Entity may at any time during the eighteen (18) month period following delivery submit to an independent analyst for evaluation any or all of the goods and if any or all of such goods are found to be deficient due to no fault or negligence of the Procuring Entity, the Procuring Entity shall immediately send the certificate of findings to the Supplier. The Supplier unless he can successfully refute the findings of the independent analyst, is then liable to replace at its own expense, within 30 days, the entire quantity of goods delivered in that batch to which the deficient items belong with fresh goods satisfying the standards set out in SCC Sub-Clause 3.1.

The Supplier shall not be exempted from the liability stated above on the ground that the date of expiration of this Supplier preceded the date of receipt of the certificate of finding.

Inferior Products

The Procuring Entity reserves the right to return to the Supplier all goods that do not meet the required quality as stipulated in the Schedule of Requirements or in the Supplier's tender provided such standard was found acceptable to the Procuring Entity. The expense of returning such goods shall be borne by the Supplier and the goods shall be replaced by the Supplier at no additional expense to the Client.

Part 3 - Contract

Section VI. General Conditions of Contract

Table of Clauses

| | |
|--|----|
| 1. Definitions | 67 |
| 2. Contract Documents | 68 |
| 3. Fraud and Corruption | 68 |
| 4. Interpretation | 69 |
| 5. Language | 71 |
| 6. Joint Venture, Consortium or Association..... | 71 |
| 7. Eligibility | 71 |
| 8. Notices | 71 |
| 9. Governing Law | 72 |
| 10. Settlement of Disputes | 72 |
| 11. Scope of Supply | 72 |
| 12. Delivery and Documents..... | 72 |
| 13. Supplier's Responsibilities | 72 |
| 14. Contract Price..... | 73 |
| 15. Terms of Payment | 73 |
| 16. Taxes and Duties | 73 |
| 17. Performance Security..... | 74 |
| 18. Copyright..... | 74 |
| 19. Confidential Information | 75 |
| 20. Subcontracting | 75 |
| 21. Specifications and Standards | 75 |
| 22. Packing and Documents | 76 |
| 23. Insurance | 76 |
| 24. Transportation | 76 |
| 25. Inspections and Tests | 77 |
| 26. Liquidated Damages..... | 78 |
| 27. Warranty | 78 |

| | |
|--|----|
| 28. Patent Indemnity | 79 |
| 29. Limitation of Liability..... | 81 |
| 30. Change in Laws and Regulations | 81 |
| 31. Force Majeure | 81 |
| 32. Change Orders and Contract Amendments..... | 82 |
| 33. Extensions of Time | 83 |
| 34. Termination..... | 83 |
| 35. Assignment..... | 85 |
| 36. Export Restriction | 85 |

Section VI. General Conditions of Contract

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “GOJ” means the Government of Jamaica.
 - (b) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (e) “Day” means calendar day.
 - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “GCC” means the General Conditions of Contract.
 - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
 - (i) “Procuring Entity’s Country” is Jamaica.
 - (j) “Procuring Entity” means the GOJ entity purchasing the Goods and Related Services, as specified in the SCC.
 - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the

Contract.

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Fraud and Corruption

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

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits

of free and open competition;

- iii. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, 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 GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
 - d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

- 4. Interpretation
 - 4.1 If the context so requires it, singular means plural and vice versa.
 - 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall

be as prescribed by Incoterms.

- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

provisions and conditions of the Contract.

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.
- 7. Eligibility**
- 7.1 A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

-
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Entity’s Country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes** 10.1 The Procuring Entity 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 Procuring Entity 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 Procuring Entity shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier’s Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

-
- 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 Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 16. Taxes and Duties** 16.1 For goods manufactured outside the Procuring Entity's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Entity's Country.
- 16.2 For goods Manufactured within the Procuring Entity's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Entity's Country, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 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 Procuring Entity 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 Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

17.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

18. Copyright

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

19. Confidential Information

19.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1

and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Entity or Supplier needs 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. Sub -
contracting**

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

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

**21. Specifications
and Standards**

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 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 Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

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

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Procuring Entity.

23. Insurance

23.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

24. Transportation

24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in

accordance with the specified Incoterms.

**25. Inspections
and Tests**

- 25.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Procuring Entity'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 Procuring Entity.
- 25.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 25.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other

obligations so affected.

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

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

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

26. Liquidated Damages

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

27. Warranty

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

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

final destination.

- 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 27.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

**28. Patent
Indemnity**

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

located; and

- (b) the sale in any country of the products produced by the Goods.

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

28.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity'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 Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

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

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

or designed by or on behalf of the Procuring Entity.

- 29. Limitation of Liability**
- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
 - (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement
- 30. Change in Laws and Regulations**
- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Entity'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 Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**32. Change
Orders and
Contract
Amendments**

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

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

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

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

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

34. Termination

34.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in

competing for or in executing the Contract.

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

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity'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 Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially

completed Goods and Related Services and for materials and parts previously procured by the Supplier.

- 35. Assignment** 35.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
- 36. Export Restriction** 36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods or systems to be supplied in particular by sanctions arising from trade regulations from a country supplying those products/goods, systems or services, the supplier shall not be bound by its bid, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.
- 36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially impede the supplier from meeting its obligations under the contract shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

Section VII. Special Conditions of Contract

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

| | |
|-------------|--|
| GCC 1.1(j) | The Procuring Entity's country is: Jamaica |
| GCC 1.1(k) | The Procuring Entity is: Government of Jamaica - <i>National Health Fund</i> |
| GCC 1.1 (q) | The Project Site/Final Destination is the National Health Fund Pharmaceutical Division, 78 Marcus Garvey Drive, Kingston 13, Jamaica |
| GCC 4.2 (a) | The meaning of the trade terms shall be as prescribed by Incoterms . |
| GCC 4.2 (b) | The version edition of Incoterms shall be Incoterms 2010 . |
| GCC 5.1 | The language shall be: English |
| GCC 8.1 | For notices , the Procuring Entity's address shall be: <i>Attention: Ms. I. Erica McIntosh, Purchasing Manager - Pharmaceutical Division, National Health Fund</i> Street Address: 78 Marcus Garvey Drive City: <i>Kingston 13, Jamaica</i> Telephone: <i>1-876-757-8413 or 1-876-923-6920 ext. 3048</i> Facsimile number: <i>1-876-757-3690</i> Electronic mail address: imcintosh@nhf.org.jm |
| GCC 9.1 | The governing law shall be the law of: Jamaica |
| GCC 10.2 | Amicable Settlement Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Procuring Entity and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to |

appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.

For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.

For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.

Dispute Settlement

In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.

Arbitration

The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) *Arbitration Rules of 1976*.

| | |
|----------|--|
| GCC 12.1 | <p>Upon or before delivery of the Goods, the Supplier shall notify the Procuring Entity in writing and deliver the following documents:</p> <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company of the full details of the shipment including description of goods, quantity, the name of the vessel, the bill of lading or air waybill number and date, port of loading, date of shipment, port of discharge, estimated time of arrival and all other necessary information. The Supplier should also provide the Procuring Entity with an advance Notice of Shipment for outstanding balances of consignments.</p> <ul style="list-style-type: none"> (i) Three (3) set of negotiable documents shall be submitted by the Supplier to the Procuring Entity at least <u>one week before</u> the arrival of the goods at the port of entry and, if not received, the Supplier will be responsible for any consequent expenses. All documents should be marked "ON ARRIVAL NOTIFY NATIONAL HEALTH FUND PHARMACEUTICAL DIVISION, 78 MARCUS GARVEY DRIVE, KINGSTON 13, TELEPHONE (876) 923-6920, (Ext. 3048), FAX (876) 757-3690". (ii) Negotiable documents shall include an original bill of lading or air waybill showing the declared value for carriage. (iii) Supplier's <u>original signed</u> invoice, <u>original signed</u> CARICOM Invoice and detailed packing list(s). The Supplier's invoice should bear the Procuring Entity's purchase order number, and indicate separately for each item: description, quantity, CIF price, total CIF amount and expiry date. The invoice shall show separately the cost of freight and insurance. (iv) The negotiable documents above shall be accompanied by a Certificate of Insurance providing adequate cover for goods of the kind agreed under this Contract and naming the Procuring Entity as the beneficiary. (v) The marine/air insurance shall be in an amount |
|----------|--|

equal to 110% of the CIF value of the goods from "warehouse to warehouse" on "All Risks" basis including War Risks and Strike clauses. Insurance coverage must be effective up to sixty (60) days following unloading at the port of destination.

- (vi) The Supplier shall also supply a Certificate of Analysis in triplicate stating that the goods meet the standards stipulated under these Conditions.

The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

For goods of domestic origin the Supplier shall submit an original Delivery Note and Supplier's invoice.

The invoice should bear the Procuring Entity's purchase order number and indicate for each item: description, quantity, unit price, total value, and expiry date.

Delivery:

The project duration is for eighteen (18) months. The Supplier shall deliver the goods to the Procuring Entity up to two (2) months after the expiration of the project.

The Procuring Entity binds itself to order at least fifty percent (50%) of those items marked by two asterisks on the Schedule of Requirements. The Procuring Entity however does not bind itself to order the estimated quantities of the other items not marked by two asterisks, but reserves to itself the right to order only such quantities as it may from time to time require during the Contract period. The Procuring Entity, when ordering, shall endeavor to indicate to the Supplier, where possible, a schedule of delivery in order to ensure continuity of supplies.

The Supplier shall not proceed with delivery until a Purchase Order, signed by an authorized officer, is received from the Procuring Entity. On receipt of a Purchase Order, the Supplier shall issue a Purchase Order Acknowledgement to the Procuring Entity, stating the expected time of arrival of the goods.

The Supplier will, at its own expense, deliver to the Procuring Entity, the goods ordered from time to time by the Procuring Entity within the time stipulated by the Supplier in its tender or

| | |
|----------|---|
| | <p>such earlier time as may be agreed between the Procuring Entity and the Supplier. During the period of the Contract the Supplier shall deliver goods of the stipulated description and at the prices quoted by the Supplier in its tender in such quantities as may be required by the Procuring Entity. But should the delivery of goods, according to any order given before expiration of the contract period be incomplete at the expiration of the contract period, the Supplier shall still be responsible to complete delivery of that order unless the Procuring Entity indicates otherwise.</p> <p>In the case of goods delivered by the Supplier not being of the stipulated description and/or quantity, the Procuring Entity shall have absolute power to reject those items not meeting the description and to purchase others elsewhere without any liability to the Supplier. Any excess cost and charges incidental to such purchases shall be recoverable from the Supplier. Alternatively, the Procuring Entity may request, and the Supplier shall deliver, goods of the correct description and/or quantity to replace those items which do not meet the stipulated description and/or quantity.</p> |
| GCC 14.2 | <p>The prices charged for the Goods supplied and the related Services <i>shall not</i> be adjustable.</p> |
| GCC 15.1 | <p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment for deliveries of imported goods shall be made by the Procuring Entity in US\$ currency by Sight Draft, Letter of Credit or Open Account in favour of the Supplier to any bank which he nominates on the Payment Form provided in the Tender Documents.</p> <p>All necessary documents shall be airmailed or dispatched by courier to the Procuring Entity or Bank(s) where applicable, in advance of arrival of the vessel transporting the goods.</p> <p>Payment for Goods and Services supplied from within the Procuring Entity’s country:</p> <p>Payment for Goods and Services supplied from within the Procuring Entity’s country shall be made by the United States Dollar (US\$) currency within 30 days or longer as agreed with the Supplier, of the Procuring Entity’s receipt of the goods in</p> |

| | |
|-----------------|--|
| | satisfactory condition and documents as specified under these Conditions and/or any other documents as may otherwise be required by the Supplier. |
| GCC 17.1 | A Performance Security shall not <i>be required</i> . |
| GCC 17.4 | Discharge of the Performance Security shall take place: <i>N/A</i> . |
| GCC 22.1 | <p>In addition, Goods must be packed in immediate and external export containers, suitable to withstand rough handling in transit and storage under <u>Jamaican ambient</u> conditions. Containers should be shrink-wrapped and sealed in a manner which makes tampering with the package during transit easily detectable. The Supplier shall be liable for all loss, damage, or expense due to insufficient or unsuitable packing.</p> <p>The Supplier shall be liable for all loss, damage or expense due to insufficient or unsuitable packing.</p> <p>Labels, which shall not be other than manufacturer's originals, package inserts and other descriptive material shall be in the English language, in addition to any other language.</p> <p>Any expense involved in re-labeling external or internal containers will be met by the Supplier. Goods not properly labeled may be returned to the Supplier at its expense.</p> |
| GCC 22.2 | <p>Where the goods to be supplied require any special handling to control temperature, this shall be clearly indicated on the outside of the package and on the Way Bill or Bill of Lading.</p> <p>The Supplier will be liable to replace, at its own expense, any supplies not meeting the required quality due to the Supplier's non-compliance with the requirements above.</p> |
| GCC 23.1 | The insurance coverage shall be as specified in the Incoterms. |
| GCC 24.1 | Responsibility for transportation of the Goods shall be as specified in the Incoterms. |

| | |
|----------|--|
| GCC 25.1 | <p>The inspections and tests shall be:</p> <p>The Procuring Entity may at any time during the eighteen (18) month period following delivery submit to an independent analyst for evaluation any or all of the goods and if any or all of such goods are found to be deficient due to no fault or negligence of the Procuring Entity, the Procuring Entity shall immediately send the certificate of findings to the Supplier. The Supplier unless he can successfully refute the findings of the independent analyst, is then liable to replace at its own expense, within 30 days, the entire quantity of goods delivered in that batch to which the deficient items belong with fresh goods satisfying the standards set out in paragraph 3.1.</p> <p>The Supplier shall not be exempted from the liability stated above on the ground that the date of expiration of this Supplier preceded the date of receipt of the certificate of finding.</p> <p>Inferior Products</p> <p>The Procuring Entity reserves the right to return to the Supplier all goods that do not meet the required quality as stipulated in the Schedule of Requirements or in the Supplier's tender provided such standard was found acceptable to the Procuring Entity. The expense of returning such goods shall be borne by the Supplier and the goods shall be replaced by the Supplier at no additional expense to the Client.</p> |
| GCC 25.2 | The Inspections and tests shall be conducted at: not applicable |
| GCC 26.1 | The liquidated damage shall be: 0.5% per week of the delivered price of the delayed goods for each week of delay until actual delivery of performance. |

| | |
|-----------------|---|
| GCC 26.1 | <p>The maximum amount of liquidated damages shall be: 10% of the delayed goods' Contract Price.</p> <p>Where delivery is delayed due to causes beyond the control of the Contractor, including those causes listed in GCC 31.2 or to delay caused by a common carrier and the Procuring Entity after considering the causes(s) of delay determines that the delay is inconveniencing the Procuring Entity by creating an emergency in Jamaica, the Procuring Entity shall have the right without liability to the Contractor to effect purchases of the goods from elsewhere providing it informs the Contractor in advance. This determination shall be binding on the Contractor and to the extent that such purchases are made, the Contractor shall be relieved of the necessity of delivering such quantities.</p> |
| GCC 27.3 | <p>There are no Special Conditions of Contract applicable to GCC 27.3.</p> |
| GCC 27.5 | <p>The period for replacement of defective Goods shall be: Ninety (90) days.</p> |

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement 95

2. Performance Security 97

3. Bank Guarantee for Advance Payment 98

1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

-
- (e) The Supplier's Bid and original Price Schedules
 - (f) The Procuring Entity'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 Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Procuring Entity

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

For and on behalf of the Supplier

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

2. Performance Security

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert no. and title of bidding process]*

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

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. *[signatures of authorized representatives of the bank and the Supplier]*

² *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

³ *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

3. Bank Guarantee for Advance Payment

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process]*

[Bank's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]*⁴ *in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]*⁵. This

⁴ *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

⁵ *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

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]