



# Bank of Jamaica

## **REQUEST FOR PROPOSAL**

**TENDER NAME: MOTOR VEHICLES**

**RFP #: 2012-11-02-01**

**DEADLINE FOR SUBMISSION:**

**DATE: 15 FEBRUARY 2012**  
**TIME: 10:00 A.M.**

**ISSUE DATE: 18 JANUARY 2012**



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## 1.0 INTRODUCTION

### 1.1. Background

The Bank of Jamaica (hereinafter BOJ) is the Central Bank of Jamaica. Further information on the Bank is available at its website [www.boj.org.jm](http://www.boj.org.jm)

### 1.2. Overview and Technical Description of Goods and Services

[Appendix I](#) sets out the overview and the technical description of goods and/or services required.

### 1.3. Bidder Responsibilities

The Bidder is responsible for meeting the specific terms and intent of the specifications.

### 1.4. Terms of Contract

The Bank's General Conditions of the Contract are contained in [Appendix IX](#).

### 1.5. Confidentiality/Non-Disclosure

Bidders are reminded that the information contained in this Tender Document (or accumulated through other written or verbal communication) is strictly confidential. It is for Proposal purposes only and is not to be disclosed or used for any other purpose.

The obligations set out in the confidentiality agreement shall survive the expiration or termination of the contract.

### 1.6. Eligibility Requirements

For tenders to be considered, bidders must be:

- Registered with the National Contracts Commission (NCC) in the following category:
  - [Motor Vehicles & Spares](#)
- In possession of valid NCC Certification and Tax Compliance Certificate (TCC), copies of which must be submitted with each tender proposal.

Failure to submit copies of valid NCC Certificate and TCC with the tender proposal will result in the rejection of the tender.



## 2.0 INSTRUCTION TO BIDDERS

### 2.1. General Guidance

- 2.1.1. This Tender Document is not an offer to contract. Receipt of a proposal neither commits the BOJ to award a contract to any Bidder even if all requirements stated in this Tender Document are satisfied, nor limits BOJ's right to negotiate, as it shall determine in its sole discretion.
- 2.1.2. Failure to respond appropriately to any question or requirement in this Tender Document may subject the Proposal to disqualification.
- 2.1.3. All Bidder representations to BOJ whether verbal or written, must be factual and will be relied upon by BOJ in its evaluation.

### 2.2. Alternative Tenders

- 2.2.1. Bidders may submit alternative tenders to that requested by the Bank. It is incumbent on the Bidder to declare which proposal, in their judgment, is the better or best solution clearly highlighting their strengths and weaknesses.
- 2.2.2. An alternate tender must be submitted physically separate from the "Principal Proposal" and clearly labelled "Secondary Proposal", as appropriate. Secondary Proposals will be evaluated independently with no reference to any other proposal.

### 2.3. Period of Validity

- 2.3.1. The pricing, terms and conditions stated in the Bidder's Proposal must remain valid and irrevocable for **90 days** beginning on the bid closure date [Appendix VI Item 1](#).
- 2.3.2. BOJ may solicit the Bidder's consent to an extension period of bid validity. The request and the responses thereto shall be made in writing or by fax. A Bidder granting the request **will not be permitted to modify its bid**.
- 2.3.3. It is in the interest of the Bank of Jamaica to process the Bidder's response and to enter into a contract for these good and services in a timely and efficient manner.

### 2.4. Language and Currency of Offer

- 2.4.1. The Proposal submitted by the Bidder and all correspondence and documents relating to the Tender Document and Proposal shall be written in English.
- 2.4.2. The currency which should be used in the Proposal is outlined in [Appendix VI Item 2](#).

### 2.5. Application for Tender

- 2.5.1. The Application for Tender form contained in [Appendix II](#) of this RFP must be completed and signed by a duly authorized Officer of the company and **MUST** have the company's seal/stamp affixed.



- 2.5.2. A Bid may be made by one Bidder or by a consortium of Bidders (Joint Bid). In the case of Joint Bids BOJ shall deal only with the designate of the group.

## 2.6. Proposal Preparation

All responses should comply with the following instructions. Failure to comply may result in the disqualification of the proposal.

- 2.6.1. The Proposal must be supported by the completed Declaration and Disclaimer Forms provided at [Appendices III](#) and [IV](#) respectively.
- 2.6.2. The Bidder shall name the person(s) authorized to negotiate on the Bidder's behalf and state their designations.
- 2.6.3. Quantities stated in your bid should be the same as stated in the Bidding Documents. The total bid price for each item should be the product of the quantity and the quoted unit price. In the event of a discrepancy, the Bank of Jamaica will use the sum of the individual costs as the bid price.
- 2.6.4. In the event of a discrepancy, Bank of Jamaica will use the sum of the individual costs as the bid price.
- 2.6.5. The Bidder shall submit two (2) written copies each of the Technical and Financial Proposal in printed format.
- 2.6.6. Proposals must be packaged separately, clearly marked "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the Original shall govern.
- 2.6.7. The pages must be numbered consecutively and subject headings identified in a Table of Contents.
- 2.6.8. The Proposal should be cross-referenced to the section/reference number of the RFP where possible.
- 2.6.9. The Proposal will not be considered responsive unless submitted with the following completed documents:

Section Number	Section Title
1.	Application for Tender ( <a href="#">Appendix II</a> )
2.	Declaration Form ( <a href="#">Appendix III</a> )
3.	Disclaimer <a href="#">Appendix IV</a>
4.	Executive Summary
5.	Valid Jamaica Tax Compliance Certificate (See <a href="http://www.jamaicatax.gov.jm">http://www.jamaicatax.gov.jm</a> for information on securing this document).
6.	National Contracts Commission Certificate (See <a href="http://www.ncc.gov.jm">http://www.ncc.gov.jm</a> for information on securing this document).
7.	Technical Proposal ( <a href="#">Appendix VA</a> )
8.	Financial Proposal ( <a href="#">Appendix VB</a> )



9. Responses to all other information requested in this RFP.

2.6.10. **Bidders are required to ensure that no alterations are made to the text of the requirements specified by BOJ. Any alterations may result in the disqualification of the bid.** Comments, explanations or clarifications may be attached to the response document and appropriately referred to.

## 2.7. Packaging Instructions

- 2.7.1. All envelopes must be sealed. Failure to seal an envelope may result in the rejection of the proposal.
- 2.7.2. The Bidder shall use **“The Two-Envelope Bidding System”**. The Financial Proposal (original and copy) and the Technical Proposal (original and copy) must be placed in separate envelopes and clearly marked **“Financial Proposal”** and **“Technical Proposal”** respectively, with the RFP name and number clearly marked on each.
- 2.7.3. Both envelopes (containing the Financial and Technical proposals respectively) shall be placed in one envelope which must be clearly labelled with the RFP name and number as directed in section [2.8.4](#).
- 2.7.4. **The outer envelope shall be free of marks, words, and symbols which may be used to identify the Bidder.**
- 2.7.5. Where alternative tenders are being submitted they must be packaged separately and clearly differentiated e.g. “Principal Proposal” or “Secondary Proposal” as appropriate. Proposals will be evaluated independently with no reference to any other Proposal(s).
- 2.7.6. The envelope containing the **Technical Proposal** (original and copy), shall be clearly marked:

### TECHNICAL PROPOSAL

#### RFP#2012-11-02-01 MOTOR VEHICLES

And shall have the name and return address of the Bidder.

- 2.7.7. The envelope containing the Technical Proposal shall contain the following:
  - Application for Tender
  - Declaration Form
  - Disclaimer Form
  - Executive Summary
  - Copy of Valid Jamaica Tax Compliance Certificate.
  - Copy of Valid National Contracts Commission Certificate.
  - Technical Proposal (see [Appendix VA](#)) for required components).
  - Responses to all other information requested in this RFP.



Failure to include all these items in the envelope marked "Technical Proposal" may result in the disqualification of the bid.

**Please ensure that your bid price is not included in the envelope marked "Technical Proposal".**

- 2.7.8. The envelope containing the **Financial Proposal** (original and copy) shall be clearly marked:

**FINANCIAL PROPOSAL**

**RFP#2012-11-02-01 MOTOR VEHICLES**

And shall have the name and return address of the Bidder

- 2.7.9. The envelope containing the Financial Proposal shall contain the information described in ([Appendix VB](#)). Failure to include all the items listed in ([Appendix VB](#)) in the envelope marked "Financial Proposal" may result in the disqualification of the bid.

**2.8. Proposal Submission**

- 2.8.1. It is MANDATORY that all Proposals be physically delivered to the BOJ and after being stamped at the Information Desk, placed in the designated receptacle (Bid Box) located in the Foyer. Proposals delivered by international couriers are also subject to this requirement.
- 2.8.2. **Faxed copies of the Proposal, and Proposals sent by telex and email will not be accepted.**
- 2.8.3. Proposals must arrive at the Bank no later than the date and time specified in [Appendix VI Item 3](#) and the cover page of this document.
- 2.8.4. Proposals should be addressed as set out below:

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**ATTENTION: Head of Procurement  
Procurement Administration Section  
Bank of Jamaica  
Nethersole Place  
Kingston, Jamaica**

- 2.8.5. The Proposal document or any part thereof, once submitted prior to the closing deadline, becomes the property of BOJ and will not be returned for any reason to the Bidder before the Tender Opening.
- 2.8.6. A submitted Proposal in BOJ's possession may be altered or withdrawn provided that written notification of the modification or withdrawal is received prior to the submission deadline, appropriately marked and



placed in the Bid Box. The Bidder's authorized representative must sign the modification or withdrawal notice. The modification or withdrawal notice will be examined for validity when the Bid Box has been officially opened after the closing deadlines as specified in [Appendix VI Item 3](#).

- 2.8.7. The format of the proposals submitted by the Bidder must address each product or service requirement specifically, clearly and completely.
- 2.8.8. Responses of a general nature that are subject to interpretation will not be in the Bidder's interest.
- 2.8.9. The Proposal should indicate important time frames such as projected period between BOJ's order and delivery of the required products and/or services. In this regard, a breakdown of the estimated times for delivery should be stated.
- 2.8.10. Proposals not satisfying the mandatory requirements detailed in Section [2.6.9](#) shall be deemed non-responsive and the Proposal shall not receive further consideration.
- 2.8.11. All Proposals received before the Proposal Due Date shall remain sealed and deposited in the Bid Box until public removal at the closure of the tender. After the deadline for submission of proposals, the Technical Proposal shall be opened in the presence of the representative(s) of the BOJ Evaluation Team.
- 2.8.12. It is understood and accepted by the Bidder that all decisions on whether a Proposal satisfies the Mandatory Requirements and meets the stated evaluation criteria are for the judgment of the BOJ in its sole discretion.
- 2.8.13. BOJ is not obligated to accept the lowest price of any bid.

## **2.9. Modifications to RFP**

- 2.9.1. BOJ may modify the RFP prior to the Proposal Due Date, whether at its own initiative or in response to a clarification requested by a Bidder. Any amendment to the RFP will be communicated in the manner outlined at [Appendix VI Item 4](#) and treated as an addendum to the RFP. All amendments will form part of the tender document.
- 2.9.2. To afford Bidders reasonable time in which to take any amendment into account when preparing their bids, BOJ may at its own discretion, extend the deadline for the submission of Proposals.

## **2.10. Enquiries**

- 2.10.1. All queries and requests for clarification regarding the RFP shall be made by emailing [bojtender@boj.org.jm](mailto:bojtender@boj.org.jm) indicating the subject (i.e. Tender Name and Number), or in writing to the address at section [2.8.4](#) by the date set out in [Appendix VI Item 5](#).
- 2.10.2. Responses to queries and requests for clarification will be made available to all bidders by the date and in the manner outlined in [Appendix VI Item 6](#).



## 2.11. Late Proposal

### 2.11.1. Late tenders will be rejected.

2.11.2. Bidders must allow sufficient delivery time to ensure receipt of their Proposal by the times specified. Post-marks before this time and date are not acceptable in lieu of actual receipt.

2.11.3. BOJ will reject all Proposals received after the deadline for submission. There will be no right of recourse or appeal after the final decision has been made.

## 2.12. Tender Opening

2.12.1. Tenders received in response to this invitation **will be opened within fifteen minutes** of the tender closure as set out in [Appendix VI Item 7a.](#)

2.12.2. All bidders responding positively to this Request for Proposal are invited to attend the tender opening at the time, date and place specified in [Appendix VI Item 7a.](#)

## 2.13. Financial Opening

2.13.1 Bidders whose proposals have attained at least the minimum qualifying score on the evaluation of the Technical Proposals will be invited to attend the opening of the Financial Proposals at the date, time, and place specified in [Appendix VI Item 7b.](#)

## 2.14. Cost Incurred Prior to Final Award of Contract

2.14.1. The BOJ is not liable for any costs, including but not limited to, travel lodging or other out-of-pocket expenses incurred by Bidders prior to a written agreement, contract or purchase order. The BOJ is also not liable for costs incurred by Bidders in concluding the terms of the contract for the delivery of the goods and/or service.

## 2.15. Bank of Jamaica Disclaimer

**The BOJ will not be held liable in the event tenders are misplaced or prematurely opened as a result of the Bidder's failure to properly follow instructions.**

## 3.0 SELECTION PROCESS

### 3.1. Responsiveness to the Tender Document

3.1.1. The Proposal will be considered to be substantially responsive if it conforms to all the terms and conditions of the RFP without material deviations. BOJ's determination of the Proposal's responsiveness will be based on the contents of the Proposal itself without recourse to other sources.



- 3.1.2. In evaluating the proposals, the BOJ will consider any deviations to the RFP. Any deviation, which in the sole opinion of the Bank renders a bid non-responsive, shall result in the Bidder's proposal being rejected.

### **3.2. Evaluation Methodology**

- 3.2.1. A review panel will evaluate Proposals based on the best value to the BOJ using the methodology and selection criteria and weightings set out in [Appendix VII](#) and [Appendix VIII](#).
- 3.2.2. The contract may be awarded to the Bidder attaining the highest evaluated score.
- 3.2.3. In order to obtain the most advantageous offer for the BOJ, the Bank reserves the right at its sole discretion to accept any portion or all items proposed, if deemed in the best interest of the BOJ.

### **3.3. Clarification**

- 3.3.1. BOJ may request clarification from Bidders, at any time during the evaluation process. Bidders will be given forty-eight (48) hours, excluding weekends and Jamaican public holidays, to respond in writing. Failure to meet this deadline may result in the Proposal being considered non-compliant and given no further consideration.

### **3.4. Rejection of Tender**

- 3.4.1. The BOJ retains the right to reject or accept any or all tenders or to annul the tendering process and reject all tenders at any time prior to award of contract without incurring any liability.
- 3.4.2. The BOJ retains the right to declare the invitation for a bid unsuccessful if there is sufficient evidence of lack of responsiveness to the requirements specified, or if the BOJ determines that the bid prices are unreasonably high.
- 3.4.3. The BOJ is not obligated to award any contract as a result of this RFP.

### **3.5. Notification of Results**

- 3.5.1. The BOJ will notify each Bidder of the outcome of its bid.
- 3.5.2. After the successful Bidder has been notified and furnishes the documents required in the acceptance letter, the BOJ will notify the other Bidders that their bids have been unsuccessful.
- 3.5.3. If negotiation with a successful Bidder does not result in a Final Agreement, BOJ reserves the right to discontinue negotiation with that Bidder and enter into negotiations with other Bidders based on their scores/rankings, or to discontinue all negotiations accordingly and terminate the RFP.



## TECHNICAL DESCRIPTION OF GOODS & SERVICES

### OVERVIEW

The Bank of Jamaica invites eligible and qualified motor vehicle dealers to respond to this RFP for the supply and delivery of three (3) motor vehicles to satisfy its business needs. The motor vehicles are required for general commuting in urban and rural areas with various kinds of terrain. The units of choice should therefore feature high quality suspension system with front-end design to withstand high mileage everyday usage, while offering a satisfactory level of comfort and safety.

The motor vehicle should satisfy, but are not limited to, the following requirements:

### Specifications:

- Engine Capacity 1500cc
- Automatic Transmission
- 5 Seats/4 Door Sedan
- Fuel Economy minimum 26 mpg (11.05 km/l) City and 34 mpg (14.45 km/l) Highway
- Maximum Fuel Consumption of 7.5 litres /100km
- Fuel tank minimum of 37.8 litres (10 gal)
- Low CO<sup>2</sup> emission of 150g/km
- Air Conditioning
- Power Package (Steering, Windows, Mirrors and Locks)
- Anti-locking Braking System (ABS)
- Dual Air Bags
- Central Lock
- High mount stop lamp
- Side Impact Protection
- Alloy Wheels
- AM/FM Radio w/CD
- Fabric Upholstery
- Light / Medium Tint
- Factory installed security system

### General Requirements:

1. Bidders shall complete the **Bid Proposal Form** at [Appendix IA](#) by inserting the information requested. The information provided will be used in the evaluation of tenders. Failure to complete the Form or to provide full information may render the Tender invalid.
2. Bidders must state warranty on the respective vehicles.
3. Delivery date must be indicated on the proposal.



4. Bidders must submit **Maintenance Cost Schedules** for the following abbreviated listing of critical spare parts and services related to the motor vehicles:

**A. Cost of Critical Spare parts**

- Brake Parts
- Front End Parts e.g. CV Joints, Rack Ends, Boots etc. (Please list parts.)
- Engine & Transmission Mounts
- Suspension Parts (Struts etc.)

**B. Service Cost**

- Scheduled Maintenance Service
- Remove & Replace Engine /Transmission Mounts
- Remove & Replace Suspension Parts
- Remove & Replace Front End Parts

**(An evaluation will be done on the Bidder's ability to support the vehicle with available spares and efficient maintenance services at competitive rates.)**



**APPENDIX IA**

<b>MOTOR VEHICLE BID PROPOSAL FORM</b>					
Name of Bidder:			Model & Year		
Estimated Delivery Date			ABS <input type="checkbox"/> Yes <input type="checkbox"/> No	Fuel economy -mpg City :                      Hwy: Fuel Consumption:                      L/100Km	
Engine Displacement cc:			Air Condition:	<input type="checkbox"/> Yes <input type="checkbox"/> No	CO <sup>2</sup> Emission g/km:
Transmission:	<input type="checkbox"/> Manual <input type="checkbox"/> Automatic		Central Lock	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dual Air Bag: <input type="checkbox"/> Yes <input type="checkbox"/> No
Power Package:	<input type="checkbox"/> Yes <input type="checkbox"/> No		AM/FM Radio	<input type="checkbox"/> Yes <input type="checkbox"/> No	Side Impact Protection <input type="checkbox"/> Yes <input type="checkbox"/> No
Alloy Wheels	<input type="checkbox"/> Yes <input type="checkbox"/> No		CD Player	<input type="checkbox"/> Yes <input type="checkbox"/> No	Fabric Upholstery <input type="checkbox"/> Yes <input type="checkbox"/> No
Tint:	<input type="checkbox"/> Yes <input type="checkbox"/> No		Security System	<input type="checkbox"/> Yes <input type="checkbox"/> No	Warranty:
# of Free Maintenance					
Scheduled Maintenance Cost			Replacement and Service Costs		
	<b>Recommended Kilometers</b>	<b>Cost</b>	<b>Parts</b>	<b>Cost of Part</b>	<b>Cost to Remove and Replace Part</b>
1 <sup>st</sup> Service			Engine Mount		
2 <sup>nd</sup> Service			Transmission Mount		
3 <sup>rd</sup> Service			Disc Pads		
4 <sup>th</sup> Service			Brake Shoes		
5 <sup>th</sup> Service			Struts		
6 <sup>th</sup> Service			C.V. Joint		
7 <sup>th</sup> Service			Fan Belt		



**APPENDIX II**



**BANK OF JAMAICA**

**APPLICATION FOR TENDER**

- 1. NAME OF TENDER: **RFP#2012-11-02-01 MOTOR VEHICLES**
- 2. COMPANY NAME: \_\_\_\_\_
- 3. ADDRESS: \_\_\_\_\_
- 4. E-MAIL ADDRESS (Primary Contact Person) \_\_\_\_\_
- 5. NATURE OF BUSINESS: (This information may be submitted as a separate document)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 6. RELEVANT EXPERIENCE: (This information may be submitted as a separate document)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 7. **BANKER(S):**

NAME	ADDRESS
1.	
2.	
3.	



**8. The following must accompany this completed Application for Tender when submitted:**

**Please Tick**

- Technical Proposal
- Financial Proposal
- Executive Summary
- Declaration Form
- Disclaimer Form
- National Contracts Commission Certification
- Tax Compliance Certificate
- Letters of Recommendation (3)
- Form of Tender (Where applicable)
- Tender Security Cheque (Where applicable)
- Special Permit/Licence (Where applicable)
- A copy of the completed application and any attachments

**I/We declare that:**

- 1. The information provided in this Application for Tender is complete and accurate;**
- 2. I/We am/are aware of the requirements of this tender and accept all the terms and conditions contained herein;**
- 3. I/We shall abide by all the rules outlined in respect of this tender.**

FULL NAME & PRIMARY OCCUPATION OF PRINCIPAL OFFICERS	ADDRESS	DATE	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			

\_\_\_\_\_  
**Authorized Signature and Seal/Stamp**

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



**APPENDIX III**

**DECLARATION FORM**

**Name of Bidder:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_  
\_\_\_\_\_

We ( \_\_\_\_\_ ) hereby declare that to the best of our information, knowledge and belief and after due inquiry, the Bidder is not insolvent nor has it taken any corporate action nor has any other steps been taken or legal proceedings started or threatened against the bidder for its winding up, dissolution or reorganization or for the appointment of a receiver, administrator, trustee or subsidiary of the Bidder or any or all of its assets and undertaking.

That, so far as we are aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened, which might if adversely determined have a material adverse effect on the business, assets or financial condition of the Bidder or those of any of its subsidiaries.

\_\_\_\_\_  
**Signature and Seal**

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

**Note: This letter of authority must be on the letterhead of the auditor or legal firm, and must be included by the Bidder with its bid.**



**DISCLAIMER**

**TO: Bank of Jamaica  
Nethersole Place  
Kingston**

**NAME OF BIDDER:**

**ADDRESS OF BIDDER:**

**RFP NAME AND NUMBER: [RFP#2012-11-02-01 MOTOR VEHICLES](#)**

**We, the above-mentioned Bidder for the bid referred to above, hereby verify that the information contained in our bid document is accurate and hereby acknowledge that the Bank of Jamaica does not give any representation, warranty or undertaking, expressed or implied in respect of the information contained in the bid document and no responsibility or liability will be accepted by the Bank of Jamaica as to the accuracy or completeness of the document or for any other written or oral information made available to bidders.**

\_\_\_\_\_  
**Signature and Seal**

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

**NOTE: This letter must be on the letterhead of the Contractor/Company and must be included by the Bidder with its bid.**



## APPENDIX VA

### TECHNICAL PROPOSAL

The Technical Proposal will comprise the following:

1. Corporate Profile and Qualifications, which shall include the following:
  - (a) Years in business;
  - (b) Relevant experience in the supply and maintenance of motor cars.
2. Description of motor vehicles being offered clearly stating conformity to the requirements outlined in [Appendix I and the Bid Proposal Form](#). The Bidder may clearly state additional product options and enhancements, and include product brochures,
3. Warranties and Assurances;
4. Lead time for delivery of vehicles;
5. After-sale support to include the availability of spare parts and maintenance cost schedules; including free maintenance programme.
6. At least three (3) references from current corporate customers to whom you supply and maintain motor cars; (Reference letters should have been prepared within the last 3 months).
7. Service Policy.
8. A statement on the level of training and competency of support staff.

## APPENDIX VB

### FINANCIAL PROPOSAL

The Financial Proposal will comprise the items listed below:

1. Form of Tender
2. Detailed cost proposal to include all applicable taxes
3. Quotation Summary



**INSTRUCTIONS FOR PROPOSAL SUBMISSION**

- Item 1: The tender validity period is **90** days beginning on the bid closure date.
- Item 2: The cost presented in the Proposal(s) should be stated in **Jamaica** dollars only.
- Item 3: Deadline for Proposal submission Date: **15 February 2012** Time: **10:00 A.M.**
- Item 4: Any amendment to the RFP will be made via the Bank's website (<http://www.boj.org.jm/rfp.php>). It is therefore incumbent on Bidders to monitor the BOJ website.
- Item 5: All enquiries regarding this RFP shall be made by: **25 January 2012.**
- Item 6: Responses to all queries will be made available on the Bank's website (<http://www.boj.org.jm/rfp.php>) by: **31 January 2012.**
- Item 7a: Tenders will be opened at the Bank of Jamaica on Date: **15 February 2012 at 10:10 A.M.** (Only Technical Proposals will be opened).
- Item 7b: **Financial Proposal Opening**  
Bidders or their representative(s) whose proposals have attained a score of at least **Eighty (80)** points on the evaluation of the Technical Proposal will be invited to attend (if they choose), the opening of their Financial Proposal on:
- Date:* **23 February 2012.**
- Time:* **10:00 A.M.**
- Location:* **Bank of Jamaica**



## **EVALUATION METHODOLOGY**

The minimum required score for the Technical Evaluation is **80** points. The Contractor attaining the minimum required score will be invited to the opening of the Financial Proposals.

The Technical Evaluation will be awarded based on the following allocation:

**1. Corporate Profile and Qualifications (10 points)**

This criterion will be based on the response to the Technical Proposal ([Appendix VA](#)), Item 1 of this Tender Document.

**2. Technical Specification (60 points)**

A detailed evaluation based on the technical quality of the proposed Goods and/or services will be conducted to determine the extent to which the product meets the BOJ's specifications as set out in [Appendix I and Appendix IA](#).

**3. Services and Customer Support (30 points)**

This criterion will be based on responses to the Technical Proposal ([Appendix VA](#)), Items 4 - 8.



GENERAL EVALUATION MATRIX

<b>Name of Tender: Motor Vehicles</b>		
<b>RFP Number: 2012-11-02-01</b>		
<b>Date: 15 February 2012</b>		
<b>Particulars</b>		<b>Bidders</b>
<b>Description</b>		
	<b>POINTS</b>	<b>SCORES</b>
<b><u>Bid Qualification Checklist</u></b>		
Executive Summary		
Application for Tender	Y/N	
Declaration Form	Y/N	
Disclaimer	Y/N	
Tax Compliance Certificate	Y/N	
NCC Certification	Y/N	
Technical Proposal	Y/N	
Financial Proposal	Y/N	
<b><u>A. Corporate Profile &amp; Qualifications</u></b>	<b>10</b>	
Years in Business	5	
1-5 years = 3; 6-9 years=4, 10 years and over = 5		
Statement of Experience and Qualifications	5	
<b><u>B. Technical Quality (Features &amp; Specs.)</u></b>	<b>60</b>	
Conformity with Vehicle Specifications outlined in Appendix 1:		
Engine Capacity maximum 1500cc	10	
Fuel Economy: Mileage Per Gallon (Up to 26 City/34 Highway)	10	
Levels of CO <sup>2</sup> Emission	6	
Transmission: Manual/Automatic	3	
Traction & Stability Control	2	
Air Conditioning	2	
Power Package (Steering, Windows, Mirrors and Locks)	3	
Anti-locking Braking System (ABS)	4	
Air Bags	4	
Central Lock	2	
High mount stop lamp	2	
Side Impact Protection	3	
Alloy Wheels	2	
AM/FM Radio w/CD	2	
Fabric Upholstery	2	
Warranty and Assurances	3	
<b><u>C. Services &amp; Customer Support</u></b>	<b>30</b>	
After Sales Support including availability of Spare Parts and Maintenance Cost Schedules	10	
Lead Time for Delivery of Vehicles	10	
Service Policy	3	
Training & Competency of Support Staff	4	
Customer References (3 letters of recommendation)	3	
<b>TOTAL TECHNICAL SCORE (80%)</b>	<b>100</b>	



**GENERAL EVALUATION FORMULA**

- A. The **Technical Score** will be scored using the following formula, where:  
Q<sub>t</sub> is the score of the Technical Proposal  
t = Technical weighting (60%)  
TP is total points (out of 100) for Technical Proposal,

$$Q_t = TP / 100 \times t$$

- B. The **Financial Score** will be scored using the following formula, where:

C<sub>f</sub> is the score of the Financial Proposal;  
c = Cost weighting (40%)  
F<sub>low</sub> is the lowest Bid price; and  
F is the Bid price of the Proposal under consideration,

$$C_f = c \times F_{low} / F$$

- C. Total Score = Q<sub>t</sub> + C<sub>f</sub>

**Total Score**

**Total Score = Technical Score + Financial Score**



**APPENDIX IX**



**GENERAL TERMS OF CONTRACT**



## **GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Acceptance" means BOJ's written certification that the goods have been tested and verified as complete and in accordance with the Contract documents.
- (b) "Applicable Law" means the laws of Jamaica and any other instruments having the force of law in Jamaica, as they may be enacted and in force from time to time;
- (c) "Contract" means the Agreement for Procurement of Goods signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the goods, in accordance with tender documents, including any technical specifications;
- (e) "Defects Liability Period" means a period of time, as stated in the Contract documents, during which any defects or non-conformity in material or workmanship shall be made good at the expense of the Contractor;
- (f) "Effective Date" means the date on which this Contract comes into force;
- (g) "Foreign currency" means any currency other than the currency of the Government of Jamaica;
- (h) "GCC" means these General Conditions of Contract;



- (i) "BOJ" means the Bank of Jamaica;
- (j) "Local currency" means the currency of Jamaica;
- (k) "Party" means BOJ or the Contractor, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the contract or any part thereof;
- (m) "Project Site" means the site for delivery of the goods and any incidental services;
- (n) "Services" means any incidental services (including transportation, installation, after-sales service, etc.) to be performed pursuant to this Contract, as shown in the Contract Documents;
- (o) "Third Party" means any person or entity other than BOJ or the Contractor.

### **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.3 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.4 Headings**

The Headings in this Contract are for reference purposes only and shall not limit, alter or otherwise affect the meaning of the clauses in this Contract.



## **1.5 Notices**

**1.5.1** Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to the registered business address of the party to whom it being sent, or such other address as may be notified by that Party from time to time in accordance with this clause; or when sent by electronic mail or facsimile, to the correct electronic mail address or facsimile number of the Party to whom it is being sent as may be notified by that Party from time to time in accordance with this clause.

**1.5.2** In the case of personal delivery, notice will be deemed to have been received at the time of delivery to the registered address of the Party to whom the notice is being sent or to such other address as is notified by that Party to the sending Party.

**1.5.3** In the case of notice being sent by registered mail, notice will be deemed to have been received five (5) days after the date of posting of that notice.

**1.5.4** In the case of notices being sent by electronic mail or facsimile, notice will be deemed to have been received twenty-four (24) hours after the date and time of the sending of the notice to the correct electronic address or correct facsimile number.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by BOJ or the Contractor may be taken or executed by the officials who have executed this Contract document or their authorized representatives.



### **1.7 Taxes and Duties**

The Contractor shall pay such taxes, duties, fees, and other impositions as may be levied on it under the Applicable Law.

### **1.8 Corrupt or Fraudulent Practices**

BOJ requires that participants in its procurement processes observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy, the BOJ:

- (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 anything of value to influence the action of a public officer in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among Bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the Government of Jamaica of the benefits of fair competition;
- (b) shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for this contract;

## **2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

**This Contract shall come into force and effect on the effective date as specified in writing by BOJ, on which date the Contractor shall commence the provision of the goods.**



## **2.2 Expiration of Contract**

Unless terminated earlier pursuant to Clause GCC 2.6 hereof, this Contract shall expire at such time as directed by BOJ or such other period as the parties may agree in writing.

## **2.3 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **2.4 Modification**

BOJ may at any time, by a written Order given to the Contractor make changes within the general scope of the Contract for the goods to be supplied. Modification of the terms and conditions of this Contract shall only be made by written agreement between the Parties after each Party has given due consideration to any proposals for modification made by the other Party.

## **2.5 Force Majeure**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.



- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.5.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure; **provided** that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, in the performance of this Contract and in conformity with its terms and conditions.

### **2.5.2 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of that event as soon as possible, but not later than fourteen (14) days following the occurrence of the event. The affected Party shall provide evidence of the nature and cause of the event, and shall give notice to the other Party of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to mitigate the consequences of any event of Force Majeure.

### **2.5.3 Extension of Time**

Any period within which a Party is required by this Contract to complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Consultation**

Not later than fourteen (14) days after the Contractor, as the result of an event of Force Majeure, has become unable to perform a material portion of the contract, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.



## **2.6 Termination**

### **2.6.1 By BOJ**

BOJ may terminate this Contract for the reasons stated below in this Clause by not less than twenty (20) days' written prior notice of termination to the Contractor, except in the event listed in paragraph (f) below, for which there shall be a written prior notice of not less than thirty (30) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6:

- (a) if the Contractor fails to remedy a failure in the performance of its obligations hereunder within (20) days of receipt of notification of the failure from BOJ;
- (b) if the Contractor becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 7 hereof;
- (d) if the Contractor submits to BOJ a statement which has a material effect on the rights, obligations or interests of BOJ and which the Contractor knows to be false;
- (e) if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the contract for a period of not less than sixty (60) days; or
- (f) if BOJ, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.6.2 By The Contractor**

The Contractor may terminate this Contract for the reasons stated below in this Clause by not less than thirty (30) days' written prior notice of termination to BOJ, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) below:



- (a) if BOJ fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause GCC 6 within ninety (90) days after receiving written notice from the Contractor that such payment is overdue;
- (b) if BOJ is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Parties may have agreed in writing) following the receipt by BOJ of the Contractor's notice specifying such breach;
- (c) if, as the result of Force Majeure, BOJ is unable to perform a material portion of its obligations under the contract for a period of not less than sixty (60) days;  
or
- (d) if BOJ fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 6 hereof.

### **2.6.3 Disputes about Events of Termination**

If either party disputes whether an event specified in paragraph (a) through (f) Clause GCC 2.6.1 or in Clause GCC 2.6.2 hereof has occurred, then that party may, within fourteen (14) days after receipt of notice of termination from the other party, refer the matter to arbitration pursuant to Clause GCC 6 hereof; and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitration award.

## **3. OBLIGATIONS OF THE CONTRACTOR**

### **3.1. General Obligations**

#### **3.1.1 Standards of Performance**

The goods and incidental services supplied under this Contract shall conform to the standards detailed in the Description of Goods/Technical Specifications at Appendix A. Proof of conformance shall reside with the Contractor. The Contractor shall carry out the obligations hereunder with due diligence, efficiency, and economy, in accordance with the contract documents. The Contractor shall ensure that good(s) conform to applicable technical, environmental and quality standards, that no chemical



or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of BOJ in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Contractor shall always act, in respect of any matter relating to this Contract, to safeguard BOJ's legitimate interests, pursuant to Conditions of this Contract.

### **3.2 Diligence and Due Care**

The Contractor is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and exercising all reasonable means to achieve the performance specified in the Contract. The Contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors. The Contractor shall appoint an experienced Representative to manage its performance of the Contract throughout execution. The Representative shall be authorized to accept orders and notices on behalf of the Contractor, and to generate notices and commit the Contractor to specific courses of action within the scope of the Contract. The Contractor shall complete delivery, repairs and/or replacements in accordance with Contract requirements.

### **3.3 Prohibition of Conflicting Activities**

During the terms of this Contract, the Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities, which would conflict with the activities assigned to them under this Contract.

### **3.4 Confidentiality**

The Contractor shall not, without BOJ's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of BOJ in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as necessary for purposes of such performance.



### **3.5 Liability**

The Contractor's liability under this Contract shall be as provided by the Applicable Law, and BOJ shall be liable as pursuant to the applicable law for any breach of contract committed against the Contractor.

### **3.6 Insurance**

The Contractor shall indemnify BOJ against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith on account of any injury, loss or damage, including to person and property, resulting from execution of this Contract and/or negligence of the Contractor.

BOJ shall indemnify the Contractor against all actions, suits, claims, demands, costs, charges and expenses arising out of the negligence of BOJ.

BOJ shall not be liable for any damages or compensation in respect of any accident or injury to any workman or other person in the employ of the Contractor, save and except for accident or injury resulting from any act or default of BOJ, its agents or servants. The Contractor shall indemnify BOJ against any and all such damages, claims or compensation for the duration of the contract period.

### **3.7 BOJ Security**

The Contractor shall comply, in accordance with the applicable law, with BOJ's security policies and regulations and shall take all necessary steps to protect and secure the confidentiality of information and materials that are the property of BOJ.

## **4. CONTRACTOR PERFORMANCE**

### **4.1 Assignment**

The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with BOJ's prior written consent (such consent not to be unreasonably withheld).

### **4.2 Packing**

The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during shipment and/or other transport. The Contractor shall



promptly repair or replace any goods that are damaged in transit due to inadequate packing or any other related causes. Packages shall be clearly demarked for easy identification.

#### **4.3 Incidental Services**

The Contractor is required to provide any or all the incidental services required to effectively execute this contract.

#### **4.4 Delivery**

4.4.1 The Contractor shall deliver the goods to BOJ at the project site(s) during the contract period.

4.4.2 If the Contractor fails to deliver all of the goods in accordance with the Contract on the delivery date, then, without prejudice to BOJ's rights for breach of Contract, BOJ may terminate the Contract pursuant to the GCC.

4.4.3 Where delivery of any or all of the goods to be delivered under this Contract is less than the agreed quantity, or otherwise does not conform to the terms and conditions of Contract and BOJ has not exercised its rights of termination under the GCC, BOJ may either accept these goods and recover for the Contractor's breach, or BOJ may require the Contractor promptly to deliver sufficient goods or to re-deliver the goods to comply with the Contract documents. BOJ may exercise these rights by written notice to the Contractor.

4.4.4 The Contractor shall rectify any and all defects immediately upon notification of such defects by BOJ or its representative pursuant to the GCC.

#### **4.5 Inspection and Acceptance**

4.5.1 BOJ, or its representative, shall have the right to inspect and/or test the goods and services performed to confirm their conformity to the Contract documents and shall notify the Contractor of the identity of any representative retained for these purposes.

4.5.2 Should any inspected or tested goods and/or services fail to conform to the specifications, BOJ may reject the goods and/or services and notify the



Contractor of such rejection in writing. The Contractor shall forthwith either replace the rejected goods and/or services or make alterations necessary to meet specification requirements free of cost to BOJ.

4.5.3 At BOJ's discretion, inspection for acceptance shall also be performed on the replaced and/or altered goods and/or incidental services.

4.5.4 Nothing in this Clause shall in any way release the Contractor from any warranty or other obligations under this Contract.

#### **4.6 Contractor Warranty**

4.6.1 The Contractor warrants that the goods supplied under the Contract are new and unused. The Contractor further warrants that all goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor, and are of the desired quantity and quality, pursuant to the Contract documents.

4.6.2 BOJ shall promptly notify the Contractor in writing of any claims arising under the Contractor's warranty. Upon receipt of such notice, the Contractor shall forthwith repair or replace non-conforming goods or parts thereof or incidental services without cost to BOJ.

4.6.3. If the Contractor, having been notified, fails to forthwith remedy the non-conformance, BOJ may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights that BOJ may have against the Contractor under the Contract.

#### **4.7 Manufacturer's Warranty**

The Contractor shall ensure that the Manufacturer's Warranty on goods supplied under this Contract is available to BOJ, if required by the Contract documents.

#### **4.8 Spare Parts and/or Accessories**

The Contractor shall supply the amount, number and/or type of spare parts and/or accessories, if required by the Contract documents, as part and parcel of this contract.



#### **4.9 Operating Manuals**

The Contractor warrants that all operating manuals, as necessary for the successful operation and maintenance of the good(s) being supplied, shall be provided to BOJ, for its ownership and use, as part and parcel of this contract.

### **5. PAYMENTS GUARANTEES AND LIABILITIES**

#### **5.1 Contract Price**

The Contract Price is as stated in the Contract documents, a breakdown of which is as set forth in the Contractor's Bid.

#### **5.2 Currency of Payment**

The currency of payment shall be as specified in the Contract documents.

#### **5.3 Performance Security**

**5.3.1** If required by the Contract documents, the Contractor shall furnish a Performance Security, in the amount and form as specified.

**5.3.2** The proceeds of the performance security shall be payable to BOJ as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

**5.3.3** The performance security shall be valid until discharged by BOJ and returned to the Contractor not later than thirty (30) days after the completion date.

#### **5.4 Mode of Billing and Payment**

**Billings and payments shall be made as follows:**

- (a) All payments shall be tied to Contractor performance.
- (b) If any installment payment to be paid to the Contractor by BOJ remains unpaid for a period in excess of ninety (90) days after submission of the Contractor's request for payment, the Contractor may terminate this Agreement upon expiration of thirty (30) days written notice to BOJ. This Agreement upon said expiration shall terminate absolutely and the Contractor's obligations to BOJ



shall cease without prejudice to the liability of BOJ in respect of the outstanding payment(s).

- (c) In accordance with GCC 5.9, BOJ reserves the right to withhold a percentage of the total contract price.

### **5.5 Contractor Payment Requests**

No payments shall become due until BOJ has received a request for payment from the Contractor. Requests shall be in writing and accompanied by an invoice describing the goods delivered and/or the services performed and upon fulfillment of any other obligations stipulated in the Contract.

### **5.6 Advance Payment**

- (1) Where an advance payment is approved by BOJ, the deposit outlined in the Contract document (of not more than ten percent (10%) of the contract sum) is payable to the Contractor.
- (2) An advance payment security guarantee should be provided by the Contractor to protect BOJ against the Contractor's default. The security guarantee should be in the form of a bank guarantee for an amount equal to the advance payment. The form of guarantee is attached to the GCC at Appendix A.

### **5.7 Delays in Contractor Performance**

If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the goods and services, the Contractor shall promptly notify BOJ in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Contractor's notice, BOJ shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

### **5.8 Liquidated Damages**

Subject to Clause 5.7 of the GCC, if the Contractor fails to deliver any or all of the services within the period(s) specified in the Contract, BOJ shall without prejudice to



its other remedies under the Contract, deduct from monies due to the Contractor liquidated damages in the amount of 0.1% of the Contract sum per calendar day for each day of delay up to a maximum of 15% of the contract price.

### **5.9 Retention Monies**

BOJ shall withhold two percent (2%) of the Contract Price for the duration of the defects liability period as stated in the Contract documents. Within this period:

- (a) Should the Contractor correct identified defects/non-conformities in the goods(s) and/or incidental services, and these corrections be accepted by BOJ, BOJ shall pay over the retained monies to the Contractor at the end of the defects liability period.
- (b) Should the Contractor fail to correct any defects in the goods(s) and/or incidental services, BOJ shall use the monies retained for the correction of said defects/non-conformities, and the Contractor shall forfeit receipt of same.

## **6. SETTLEMENT OF DISPUTES**

### **6.1 Amicable Settlement**

Any claim for loss or damage arising out of breach or termination of the Agreement shall be settled between BOJ and the Contractor by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation of the 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 the 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 the expiration of this period, BOJ 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 (30) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the Mediator shall advise the parties of the failure of the Mediation.



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. Such notice shall be given in accordance with Clause GCC 1.5.

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 in accordance with Clause GCC 1.5.

## **6.2 Dispute Settlement**

In the event of the failure of the mediation between the parties, the Mediator will record those verifiable facts that the parties have agreed. The Arbitration shall be conducted in accordance with Clause GCC 6.3. 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 the appointment of the Arbitrator. During the dispute settlement process the Contractor shall continue to perform the work in accordance with this Contract. Failure to do so shall be considered to be a breach of this contract.

## **6.4 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).



**APPENDIX A**

**To:** Bank of Jamaica  
Nethersole Place  
Kingston

**Date:**

**RE: GUARANTEE NO.** \_\_\_\_\_

Dear Sirs:

We have been informed that a Contract, hereinafter called "underlying Contract", has been concluded between Bank of Jamaica (the Beneficiary) and (insert Name of Contractor) hereinafter called the Principal, for (insert Description of Work, Goods, or Services be provided under the underlying Contract) at a total price of \$\_\_\_\_\_ and that the underlying Contract stipulates that a performance guarantee be issued in the amount of (insert percentage) of the total underlying contract price.

This being premised, we (insert Name of Issuing Financial Institution) hereby irrevocably undertake to pay you without delay on your first written demand for payment an amount up to (insert \$ Amount of Advance) provided your demand for payment is simultaneously supported by your statement that the Principal is in breach of its obligation(s) under the underlying Contract.

This Guarantee shall expire, even if this document is not returned on (insert expiration date of Contract) unless your demand under this Guarantee in accordance with its conditions has reached us by the end of that day.

This Guarantee is transferable only with our consent.

This Guarantee is governed by the Laws of Jamaica.

\_\_\_\_\_  
For and on behalf of (insert name of the issuing Financial Institution)