



BIDDING DOCUMENT
Issued on 19 September 2020

**Supply & Installation of
Fire Suppression Systems**

RFP No: 2020-12-02-02

Bank of Jamaica

Abbreviations and Acronyms

Act	Public Procurement Act, 2015
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>)
Commission	Public Procurement Commission
CPT	Carriage Paid to
e-GP	electronic Government Procurement System
EXW	Ex-factory, ex works or ex warehouse
FCA	Free Carrier
FOB	Free on Board
GCC	General Conditions of Contract
GoJ	Government of Jamaica
ITB	Instructions to Bidders
JV	Joint Venture
MOF	Ministry of Finance
NCB	National Competitive Bidding
Office	Office of Public Procurement Policy
regulations	The Public Procurement Regulations
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TAJ	Tax Administration Jamaica
TCL	Tax Compliance Letter
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law

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PART 1 - Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The procuring entity **specified in the Bidding Data Sheet (BDS)**, issues this standard bidding document (SBD) for the supply of goods and related services incidental as specified in Section V, Schedule of Requirements. The name and identification number of this international competitive bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
- 1.2 Bidders are expected to examine and adhere to all instructions, forms, terms, and specifications in the bidding document as issued by the procuring entity. Failure to furnish all mandatory information or documentation required by the bidding document shall result in the rejection of the bid.
- 1.3 Throughout this SBD:
 - (a) the term “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
 - (b) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
 - (c) if the context so requires, “singular” means “plural” and vice versa; and
 - (d) “day” means calendar day.
- 1.4 Bidding will be conducted either in hard copy or using the electronic Government Procurement GOJEP System as **specified in the BDS**.

2. Source of Funds

- 2.1 The procuring entity has committed funds in its 2019 Capital Budget for the execution of this procurement.

3. Fraud, Corruption and Other Prohibited Practices

- 3.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 3.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.
- 3.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall ---
 - (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

- (b) have their bid rejected if it is determined that the bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;
- (c) risk other sanctions provided for in the Act or the regulations.

3.4 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 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission.
- 4.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders shall have to demonstrate compliance with Section 15 of the Act at the time of bid submission.
- 4.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.

5. Disqualified Bidders

- 5.1 Failure to directly obtain the bidding documents from the procuring entity will result in disqualification from the procurement proceedings.
- 5.2 A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this bidding document; or that has been hired (or is proposed to be hired) by the procuring entity as Project Manager for the Contract.
- 5.3 A bidder that is ineligible in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 5.4 A Bidder falling in any of the disqualification grounds in sections 18 and 19 of The Public Procurement Regulations 2018 shall be disqualified.

6. Joint Venture

- 6.1 Bidders shall not submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 16. This does not limit the participation of Subcontractors in more than one bid.
- 6.2 A bidder may be a firm that is a private entity or the combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event

the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

6.3 Except as provided in ITB Sub-Clauses 5.2 and 6.1, this bidding process is open to:

- (a) if a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, those firms - in case of JV with the same partner(s) and JV - that have been pre-qualified. The BDS specifies whether pre-qualified bidders may submit joint bids; or
- (b) if a pre-qualification process has not been undertaken for the Contract(s) for which these bidding documents have been issued, then the provision of sub-clauses 5.3 and 6.3 apply.

7. Eligible goods and related services

- 7.1 The term “goods” means (a) things of every kind and description, whether tangible or intangible, including (i) commodities, agricultural crops, raw materials, products and equipment; (ii) matter in solid, liquid or gaseous form; and (b) services incidental to the supply of such things.
- 7.2 For the purpose of this Clause, origin means, but is not limited to, the country where the goods have been grown, mined, cultivated, produced, manufactured, processed or services provided; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Procurement Proceedings

8. Sections of Bidding Documents

- 8.1 The bidding documents consist of Parts 1, 2, and 3 and should be read in conjunction with any addendum issued in accordance with clause 11 - **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

9. Pre-bid meeting and Site Visit

- 9.1 Bidders may wish to visit and examine the site(s) of the project and obtain all information that may be necessary for preparing their bids. All costs of visiting the site(s) shall be at the bidder’s own expense, responsibility and risk.
- 9.2 The procuring entity may arrange for bidders and any of their personnel or agents to gain access to the relevant site(s), provided that bidders give the procuring entity adequate notice of a proposed visit of at least fourteen (14) days. Alternatively, the procuring entity may organize a site visit (as specified in the BDS). Failure to attend a site visit will not be cause for disqualification.
- 9.3 No site visit shall be arranged or scheduled after the deadline for the submission of bids and prior to the award of Contract.
- 9.4 Bidders and any of their personnel or agents may be granted permission to enter the premises and lands of the procuring entity on condition of the full release and

indemnity of the procuring entity from and against all liability. All responsibility for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection shall be borne by bidders.

- 9.5 Bidders are invited to attend a pre-bid meeting, if provided for in the **BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Failure to attend a pre-bid meeting will not be cause for disqualification.
- 9.6 Bidders are required, as far as possible, to submit any questions in writing to the procuring entity not later than the number of days before the pre-bid meeting, as indicated in the **BDS**.

Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all bidders who have bought the bidding documents in accordance with ITB Sub-Clause 9.

10. Clarification of Bidding Documents

Bidders may request clarification of the bidding documents by contacting the procuring entity in writing at the address **specified in the BDS**. The procuring entity will respond in writing to any request for clarification, provided that such request is received prior to the period specified in the **BDS**. In the case of electronic bidding, clarifications should be submitted through the GOJEP System as specified in the **BDS**. 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 or the pre-bid meeting, it shall do so following the procedure under ITB Clause 11.

11. Amendment of Bidding Documents

- 11.1 At any time prior to the deadline for submission of bids, the procuring entity may, for any reason, whether at its own initiative or as a result of a request for clarification by a prospective bidder, amend the bidding documents.
- 11.2 Amendments will be provided in the form of Addenda to the bidding documents, which will be sent in writing to all prospective bidders that received the bidding documents from the procuring entity. Addenda will be binding on bidders. Bidders are required to immediately acknowledge receipt of any such Addenda as specified in the **BDS**. It will be assumed that the amendments contained in such Addenda will have been taken into account by the bidder in its bid. In the case of electronic bidding any amendments to the bidding documents will be issued through the GOJEP System.
- 11.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the procuring entity may, at its discretion, extend the deadline for the submission of bids, in which case, the procuring entity will notify all bidders in writing of the extended deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2.
- 11.4 If the clarification results in the tender document being materially inaccurate the procuring entity shall withdraw and reissue the tender documents. Bidders

who obtained this original document will be permitted to participate without penalty.

C. Preparation of Bids

12. Cost of Bidding

- 12.1 Bidders shall bear all costs associated with the preparation and submission of their bid, and the procuring entity shall not be responsible or liable for those costs.
- 12.2 The procuring entity shall incur no liability by virtue of it exercising its power to cancel a procurement in accordance with Sections 41 and 44 of the Act.

13. Language of Bid

- 13.1 The bid, as well as all correspondences and documents relating to the bid exchanged by the bidder and the procuring entity, shall be written in the English language. 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 English language, as specified in the BDS in which case, for purposes of interpretation of the bid, such translation shall govern.

14. Documents Comprising the Bid

14.1 The bid shall comprise the following;

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 15,16,17, and 18;
- (b) Bid security in accordance with ITB Clause 22, if required;
- (c) alternative bids, if permissible, in accordance with ITB Clause 16;
- (d) written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB Clause 23.2;
- (e) documentary evidence in accordance with ITB Clause 19 that the goods and related services to be supplied are of eligible origin, conform to the bidding documents;
- (f) documentary evidence in accordance with ITB Clause 20 establishing the bidder's qualifications to perform the contract if its bid is accepted; and
- (g) any other document **required in the BDS.**

In addition to the requirements under ITB Clause 15, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute the Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

15. Bid Submission Form and Price Schedules

- 15.1 The bidder shall submit the Bid Submission Form furnished in Section IV of the Bidding Form without any alterations of its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

15.2 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.

16. Alternative bids

16.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

16.2 When alternative bids are permitted in the BDS the method of evaluating those alternatives will be as specified in the BDS

17. Bid Prices and Discounts

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.

17.1 If so indicated in ITB Sub-Clause 1.1, bids are 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 13.1 provided the bids for all lots are submitted and opened at the same time.

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

17.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid including all applicable taxes and Duties, and excluding any discounts offered.

17.4 The bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

17.5 The terms EXW, CIP, FCA and CPT 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.

17.6 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 and insurance services from eligible sources. Prices shall be entered in the following manner:

(a) For goods manufactured in Jamaica:

(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) General Consumption Tax (GCT) and any other taxes applicable 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 Jamaica, to be imported:

- (i) the price of the goods, quoted named place or port of destination in accordance with the Incoterm specified in the **BDS**, in Jamaica;
 - (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**;
- (c) For goods manufactured outside Jamaica, already imported:
- (i) the price of the goods, including any rebate; plus any other related local cost;
 - (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 Jamaican 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, the price of each item comprising the related services (inclusive of any applicable taxes).

17.7 The procuring entity may invite offers on the basis of fixed/unit priced contracts OR variable/adjustable contracts as specified in the **BDS**

17.7.1 Where a fixed price contract is stipulated, prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 32.

17.7.2 Where a variable/adjustable price contracts is stipulated, prices quoted by the bidder shall be adjustable during the bidder's performance of the Contract- according to the formula stipulated in these bidding documents. A bid submitted with a fixed price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 32.

However where, in accordance with the BDS, prices quoted by the bidder shall be subject to adjustment pursuant to ITB Clause 30.

18. Currencies of bid

- 18.1 The currency(ies) of the bid and the currency(ies) of payments shall be the same. The bidder shall quote in Jamaican Dollars the portion of the bid price that corresponds to expenditures incurred in Jamaica, unless otherwise specified in the **BDS**.

The bidder may express the bid price for expenditure outside of Jamaica in any freely convertible currency. If the bidder wishes to be paid in a combination of amounts in different currencies, this should be stated but shall be limited no more than three freely convertible international currencies in addition to Jamaican Dollars.

19. Documents Establishing the Conformity of the goods and related services

- 19.1 To establish the conformity of the goods and related services to the bidding documents, the bidder shall furnish as part of the bid documentary evidence that the goods and related services conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed 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.
- 19.3 The bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, applicable warranties 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.
- 19.4 Standards for workmanship, process, material, and equipment should be generic and not specific to one brand or manufacturer. Relevant local and international standards should be specified as much as possible. In unavoidable circumstances, where specific references are necessary to describe what is to be purchased, the procuring entity may refer to brand names or catalogue numbers in the Schedule of Requirements, but it should be understood that these are intended to be descriptive 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.

20. Documents Establishing the Qualifications of the bidder

- 20.1 The documentary evidence of the bidder's qualifications to perform the contract if the bid is accepted, shall establish to the procuring entity's satisfaction:
- (a) that it has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **BDS and Section III Evaluation and Qualification Criteria**, and has a successful performance history. If a pre-qualification process has been undertaken for the Contract(s) for which these bidding documents have been issued, the bidder shall, as part of its bid, update any information submitted with its application for pre-qualification. For the purposes of establishing the bidder's qualification, and unless stated to the contrary in the **BDS**, the experience and / or resources of any subcontractor will not contribute to

the bidder's qualifications; only those of a joint venture partner will be considered.

- (b) 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 Jamaica.
- (c) that, if **required in the BDS**, the bidder will be represented by an Agent in Jamaica 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.
- (d) that the bidder meets each qualification criterion specified in Section III, Evaluation and Qualification Criteria,
- (e) national bidders, individually or in joint ventures, applying for the application of S&DTM shall supply all information as specified in the BDS.

21. Period of Validity of Bids

- 21.1 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.

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 22.1, it will also be extended. A bidder may refuse the request for extension without forfeiting their bid security. A bidder granting the request shall not be required or permitted to modify their bid.

22. Bid Security

- 22.1 The bidders shall furnish as part of their bid a bid security, if required, as **specified in the BDS**.

- 22.2 The bid security shall be in the amount specified in the **BDS** and denominated in the currency of the bid, and shall:

- (a) at the bidder's option, be in the form of either an irrevocable letter of credit, or a bank guarantee from a banking institution, or a bond issued by a Surety which is incorporated and domiciled in Jamaica, or a bid securing declaration, or a certified managers cheque, or an insurance certificate;
- (b) be issued by a reputable financial institution selected by the bidder and located in any eligible country. If the institution issuing the bid security is located outside Jamaica, it shall have a correspondent financial institution located in the Jamaica to make it enforceable;
- (c) be in accordance with one of the forms of bid security included in Section IV, Bidding Forms;
- (d) be payable promptly upon written demand by the procuring entity in case the conditions listed in ITB Sub-Clause 22.5 are invoked;

- (e) be submitted in its original form with the bid (copies shall not be considered compliant with the requirement). In the case of the electronic submission of bids, an electronic copy of the bid security shall be sent and uploaded by the bidder, the original must be submitted to the address provided at ITB Sub-Clause 25.1 within 24 Hrs. of the bid submission deadline or as otherwise specified in the BDS.
- (f) remain valid for a period of 28 days beyond the validity period of the bids, or 28 days beyond the extended validity period, if applicable in accordance with ITB Sub-Clause 21.2.
- (g) be stamped by the Stamp Office of Jamaica, in keeping with the Stamp Duty Act, as proof of payment of the relevant Stamp Duty. (The Stamp Duty Division within the Tax Administration of Jamaica (TAJ) issues a Vermillion seal on the bond and a validation barcode, which is placed on the reverse of the consideration (first) page.)

22.3 If a bid security is required in accordance with ITB Sub-Clause 22.1, any bid not compliant shall be deemed non-responsive and rejected by the procuring entity.

22.4 The bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's furnishing of the performance security, if required, and upon the procuring entity's receipt of a signed contract agreement.

22.5 The bid security may be forfeited:

- (a) if a bidder materially modifies or withdraws its bid during the period of bid validity specified by the bidder on the Bid Submission Form, except as provided in ITB Clause 21.2;
- (b) if a bidder does not accept a correction of errors in accordance with ITB Clause 32.4; or
- (c) if the successful bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 44 and
 - (ii) furnish a performance security in accordance with ITB Clause 45.

The bid security 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.

23. Format and Signing of bid

23.1 The bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 14 and clearly mark it "**ORIGINAL**". In the case of electronic bidding the bid uploaded on the GOJEP system shall be the "**ORIGINAL**". Alternative bids, if permitted in accordance with ITB Clause 16, shall be clearly marked "**ALTERNATIVE**". In addition, for hard copy bids, 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.

23.2 The original and all copies of the bid shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a power of attorney and shall be attached to the bid.

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

24. Submission, Sealing and Marking of Bids

24.1 Bids shall be submitted by hand in hard copy or electronically as specified in the **BDS**.

24.1.1 Bidders submitting bids by mail or by hand shall enclose the original and each copy of the bid, including alternative bids, if permitted, in accordance with ITB Clause 16, 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 24.2, 24.3 and 24.4.

24.2 For hard copy bids the inner and outer envelopes shall:

24.2.1 Bear the name and address of the bidder;

24.2.2 be addressed to the procuring entity in accordance with ITB Sub-Clause 25.1;

24.2.3 bear the specific identification of this bidding process indicated in ITB Sub-Clause 1.1 and any additional identification marks as **specified in the BDS**; and

24.2.4 bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.

24.3 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.

24.4 The Bid shall be deposited in the BID BOX provided in the address stated in ITB Sub Clause 25.1.

24.5 Bidders submitting bids electronically shall follow the GOJEP procedures as described in the **GOJEP System: Quick Guide for Suppliers**.

25. Deadline for Submission of Bids

25.1 Bids must be received by the procuring entity at the address or through the GOJEP System no later than the date and time **specified in the BDS**.

25.2 The procuring entity may, prior to the deadline for submission of bids, at its discretion, extend the deadline by amending the bidding documents in accordance with ITB Clause 11, in such 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.

26. Late bids

26.1 The procuring entity shall not accept any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. All late bids shall be rejected. The bidder will be notified and must collect their bid within 30 days. If the bid is not collected within this period it shall be destroyed.

26.2 In the case of electronic bidding, bidders will be unable to upload their bid once the bid submission deadline has passed.

Bidders are therefore urged to commence bid upload at least two (2) hours prior to the submission time. The Procuring Entity will not be held liable for bids not submitted on time due to late commencement of bid upload. At the FIRST SIGN of any technical difficulties, bidders must make contact with the Office of Public Procurement Policy: (876) 932-5220,932-5253,932-5246.

27. Withdrawal and Modification of Bids

- 27.1 A bidder may withdraw or modify their bid after it has been submitted in accordance with ITB Clause 24 but only prior to the deadline for submission of bids.
- 27.2 In the case of hard copy bids, bidders must send a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 23 and 24, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL” or “MODIFICATION” and
 - (b) received by the procuring entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.
- 27.3 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the bidders.

28. Bid Opening

28.1 Bid Opening

- (a) For hard copy bids the procuring entity shall conduct the bid opening in public at the address, date and time **specified in the BDS** and in accordance with ITB Sub-Clauses 28.2 to 28.5.
 - (b) For electronic bidding the GOJEP System shall prepare a bid opening report that shall include, as a minimum: the name of the bidder; the Bid Price, per lot if applicable, and, if required, the presence or absence of a bid security. A copy of the report will be distributed to all bidders who submitted a bid.
- 28.2 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.
- 28.3 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.
- 28.4 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, 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. Bids shall be rejected at the bid opening in accordance with ITB Sub-Clause 26.1 and 27.3.

- 28.5 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 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, 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 and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

29. Confidentiality

- 29.1 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.
- 29.2 Any effort by a bidder or any person to influence the procuring entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, 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.

30. Clarification of Bids

- 30.1 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. In the case of electronic bidding this will be managed through the GOJEP System. 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 37.
- 30.2 If a bidder does not provide clarifications of its bid by the date and time set in the procuring entity's request for clarification, its bid shall be rejected.

31. Responsiveness of bids

- 31.1 The procuring entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

- 31.2 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.
- 31.3 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.
- 31.4 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.

32. Non-conformities, Errors and Omissions

- 32.1 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.
- 32.2 Provided that a bid is substantially responsive, the procuring entity may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- 32.3 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.
 - (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.
- 32.4 The amount stated in the bid shall be adjusted by the procuring entity in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid shall be rejected, and the bid security may be forfeited.

33. Preliminary Examination of Bids

- 33.1 The procuring entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 14 have been provided, and to determine the completeness of each document submitted.
- 33.2 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 Clause 15.1;
- (b) Price Schedules, in accordance with ITB Clause 15;
- (c) Bid security in accordance with ITB Clause 22, if applicable.
- (d) Power of Attorney for the authorized representative signing the bid.
- (e) Any other requirements as indicated in the **BDS**.

34. Examination of Terms and Conditions; Technical Compliance

- 34.1 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.
- 34.2 The procuring entity shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 19-20, to confirm that all requirements specified in Section V, Schedule of Requirements of the bidding documents have been met without any material deviation or reservation.
- 34.3 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 31, it shall reject the bid.

35. Conversion to Single Currency

- 35.1 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**.

36. Special and Differential Treatment Measures

- 36.1 Special and Differential Treatment Measures shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.

37. Evaluation of bids

- 37.1 The procuring entity shall examine each eligible bid to determine, its responsiveness.
- 37.2 To evaluate a bid, the procuring entity shall use all the factors, methodologies and criteria defined in ITB Clause 37. The non-price factors selected shall to the extent possible be expressed in monetary terms to facilitate comparison of bids, or given weights/scores or be set out in descending order of importance or in a manner otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB Sub-Clause 37.3 (d).
- 37.3 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 ITB Clause 18. If this bidding document allows bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
- (c) price adjustment due to discounts offered in accordance with ITB Clause 17.4;
- (d) the application of the non-price evaluation criteria **specified in the BDS** and as set out in Section III, Evaluation and Qualification Criteria;
- (e) adjustments due to the application of a domestic margin of preference, in accordance with ITB Clause 36 if applicable.

37.4 In trade, the prices of goods, whether of local or foreign origin, are loaded with sales and similar taxes (e.g., value added taxes, where applicable) or import duties and import taxes, which are all payable to the government and not part of the cost of the goods being purchased. The objective is to compare the prices without these loads. To make sure of this, in evaluating bids, the procuring entity's evaluation will exclude and not take into account the following:

- (a) In the case of goods manufactured in Jamaica, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the bidder;
- (b) in the case of goods manufactured outside Jamaica, already imported or to be imported, customs duties and other import taxes levied on the imported goods, sales and other similar taxes, which will be payable on the goods if the contract is awarded to the bidder;
- (c) different bidders will have a price for the sale of goods if these are payable immediately and apply different formulae for the adjustment of prices. These formulas are offered by the bidders based on the indices of prices of materials, labor, metals, material, fuel, etc. It is necessary to compare prices on the bare minimum conditions as if they were to be received and paid upon signing of the contract. Any allowance for price adjustment during the period of execution of the contract, if provided in the bid, shall be excluded.

38. Comparison of Bids

38.1 The procuring entity shall compare all substantially responsive bids in accordance with ITB Sub-Clause 37.3 to determine the bid that has the lowest bid price or is the most advantageous.

39. Post-qualification of the Bidder

39.1 The procuring entity may elect to evaluate bids by means of post qualification where the procuring entity intends to use post qualification this will be indicated in the BDS. The procuring entity will determine at its own cost and to its satisfaction whether the bidder (including JV Partners, and any Subcontractors for which ITB Sub-Clause 18.1 (a) permits that their qualifications count towards the required bidder qualifications) that is selected as having submitted the lowest bid price or most advantageous bid is qualified to perform the Contract satisfactorily, in accordance with ITB Clause 18.

39.2 Meeting the post-qualification criteria as specified at Section III shall be a prerequisite for award of contract to the bidder. Failure to meet the qualification criteria shall result in disqualification of the bid, in which event the procuring entity shall proceed to the second ranked bid to make a similar

determination of that bidder's capabilities to perform satisfactorily. If the second ranked bid does not meet the post-qualification requirements, this too shall be disqualified, and the qualification of the succeeding ranked bid shall be examined and so on in succession until the determination of the lowest bid price or most advantageous bid.

40. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

40.1 The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids without thereby incurring any liability to bidders:

- (a) at any time prior to the acceptance of the successful bid; or
- (b) after the successful bid is accepted if:
 - (i) the bidder presenting the successful bid is disqualified under the Act or the regulations;
 - (ii) the procurement is cancelled;
 - (iii) the bidder presenting the successful bid is excluded on the grounds of an unfair competitive advantage or a conflict of interest that is likely to impair the integrity of those procurement proceedings;
 - (iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of the Act or the regulations.

F. Award of Contract

41. Award Criteria

41.1 The procuring entity shall award the Contract to the bidder whose bid has been determined to be the lowest priced or the most advantageous, as defined in ITB Sub-Clause 36.1.

42. Procuring Entity's Right to Vary Quantities at Time of Award

42.1 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.

43. Notification of Award and Standstill Period

43.1 Prior to the expiration of the period of bid validity, the procuring entity shall notify all bidders, in writing, of the determination of the successful bid including all the information required by Section 44(2) of the Act.

43.2 The date of the notification under ITB Sub-Clause 41.1 establishes the commencement of the standstill period specified in the BDS. During this time bidders may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their bids were not selected.

44. Signing of Contract

44.1 On the expiry of the standstill period the procuring entity shall send the successful bidder the Letter of Acceptance.

44.2 The successful bidder shall return the signed contract within 28 days from the date of the Letter of Acceptance and shall sign, date, and return to the procuring

entity the signed Contract Agreement and performance security, if required, pursuant to ITB Clause 45.

- 44.3 On receipt of the signed Contract Agreement and performance security, if required, the procuring entity will immediately notify in writing all unsuccessful bidders, of the final results of the bidding process. This notice will discharge their bid securities pursuant to ITB Clause 22.4.
- 44.4 Following signature of the Contract Agreement, the procuring entity shall publish, in the manner prescribed by the Office, the results, identifying the name of the supplier, the contract price and the contract number.

45. Performance Security

- 45.1 Within 28 days of receipt of the Letter of Acceptance 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 VIII, Contract forms.
- 45.2 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 ranked bidder, whose offer is substantially responsive and is determined by the procuring entity to be the lowest priced or most advantageous bid.

46. Right to Reconsideration or Review

- 46.1 Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible bidder has the right to reconsideration or review of an action or decision of the procuring entity.
- 46.2 Notwithstanding ITB Sub-Clauses 12.1 and 12.2, should the Procurement Review Board, following an application for reconsideration decide that the actions of the procuring entity were not in compliance with the provisions of the Act or the regulations, the Procurement Review Board may require the payment of compensation for any reasonable costs incurred by the bidder. Any payment shall be limited to the costs of the preparation of the bid or the costs relating to the application, or both.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods and related services to be procured shall complement, supplement, or amend the provisions in the ITB. **Whenever there is a conflict, the provisions herein shall prevail over those in ITB.**

ITB Clause Reference	A. General
ITB 1.1	The procuring entity is: Bank of Jamaica The name and identification number of the NCB are: RFP #2020-12-02-02 Supply and Installation of Fire Suppression Systems
ITB 1.4	Bidding will be conducted in accordance with hard copy procedures.
ITB 2.1	The name of the Project is: Supply and Installation of Fire Suppression Systems for the Main Electrical Room, Main Chiller Mechanical Room, Tower Block and Banking Air Handling Units (AHU) Rooms.
ITB 4.1	At the time of tender, the bidder shall present to the Bank of Jamaica a valid tax Compliance Letter for due taxes in Jamaica.
ITB 4.2	Bidders must be registered with the Public Procurement Commission under the following classification: <ul style="list-style-type: none"> ▪ Safety Products, and/or ▪ Safety & Security Services - Fire Safety Products and Equipment - Installation and Service For more information: http://www.ppc.gov.jm
B. Procurement Proceedings	
ITB 9.1	A Mandatory site visit is scheduled for Friday, 25 September 2020 at 10:00 a.m. Accordingly, please contact Head of Procurement at telephone number (876) 922-0750-9 or email boj.procurement@boj.org.jm to make arrangements.
ITB 9.5	A pre-bid meeting will be conducted on Friday, 25 September 2020 at 10:30 a.m. to clarify any issues and answer questions on any matter that may be of concern to potential bidders.

ITB 10	<p><i>For Clarification of bid purposes only, the procuring entity's address is:</i></p> <p><i>Attention: Head of Procurement Procurement Administration Section Bank of Jamaica Nethersole Place, Kingston</i></p> <p><i>Telephone: 876-922-0750</i></p> <p><i>Electronic mail address: bojtender@boj.org.jm</i></p> <p><i>All enquiries regarding the RFP shall be made by Monday, 28 September 2020. Responses to all queries and requests for clarification will be made available to all Bidders by Thursday, 01 October 2020, via the Bank's website: http://www.boj.org.jm. (It is therefore incumbent on Bidders to monitor the BOJ website).</i></p>
C. Preparation of Bids	
ITB 14.1 (b)	Bid Security in the amount of \$250,000.00 in the form specified in Section IV Bidding Forms
ITB 14.1 (c)	Alternative bids are not permitted.
ITB 14.1 (d)	A signed and stamped confirmation letter from the bidding company authorizing the signatory of the bid is acceptable.
ITB 14.1 (g)	<p>The bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> i. Valid Tax Compliance Letter ii. Valid Public Procurement Commission (PPC) Registration iii. Bidder Information Form with attachments iv. Disclaimer (Section IV) v. Declaration Form (Section IV) vi. Bid Submission Form, duly completed vii. Manufacturer/Dealer/Distributor Authorization viii. Evidence of financial resources to successfully complete the project i.e. letter from a bank, credit institution, or other financial intermediary, supporting the availability of financial resources ix. Completed Price and Completion Schedules x. Technical Proposal xi. Warranties: Environmental, Evergreen Discharge & Components xii. Maintenance and Service Policy xiii. Detailed Cost Proposal xiv. Corporate Profile and Qualifications, to include: <ol style="list-style-type: none"> a) Relevant experience in the provision of similar services; b) Years in Business (Certificate of Incorporation); c) List of companies to whom similar services have been provided; d) Key project persons to be assigned to the project.

ITB 16.1	Alternative bids <i>shall not</i> be considered.
ITB 17.1	Prices quoted for each lot (contract) shall correspond at least to 100% percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100% percent of the quantities specified for this item of a lot.
ITB 17.2 & 17.3	All lots and items must be listed and priced separately in the Price Schedules The price to be quoted for each lot shall be submitted on a separate Bid Submission Form
ITB 17.5	The Incoterms edition is: Incoterms 2010
ITB 17.6 (a) (iii);(b)(ii) and (c)(v)	Final destination (Project Site): <i>Nethersole Place, Kingston</i>
ITB 17.6 (b)(i)	DDP to the Place of Destination: <i>Nethersole Place, Kingston</i>
ITB 17.7	The prices quoted by the bidder <i>shall not</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 18.1	<i>The bidder is required to quote in Jamaican dollars, the portion of the bid price that corresponds to expenditures incurred in that currency.</i>
ITB 19.3	Period of time the goods are expected to be functioning (for the purpose of spare parts, special tools, applicable warranties etc.): <i>As specified by manufacturer.</i>
ITB 20.1 (a)	The bidder shall submit, with its bid, the following documentary evidence to prove that it has the financial, technical and production capability to perform the contract. <i>Evidence of financial resources to successfully complete the project i.e. letter from a bank, credit institution, or other financial intermediary, supporting the availability of financial resources.</i>
ITB 20.1 (b)	Manufacturer / Dealer / Distributor Authorization is required.
ITB 20.1 (c)	After sales service is required, along with Maintenance Policy
ITB 21.1	The bid validity period shall be One Hundred and Twenty (120) days.
ITB 22.1	<i>The bid shall include a bid security (issued by a bank or Surety) using the form for bid security included in Section IV Bidding Forms or in the form of a Manager's Cheque.</i>
ITB 22.2	The amount of the bid security shall be: J\$250,000.00
ITB 23.1	In addition to the original bid, the required number of copies are: One (1) Hard Copy and One (1) Soft Copy on Compact Disc/Flash Drive

ITB 23.1	A signed and stamped confirmation letter from the bidding company authorizing the signatory of the bid is acceptable.
D. Submission and Opening of Bids	
ITB 24.1	<p>Bids shall be submitted either:</p> <ul style="list-style-type: none"> ➤ Electronically at BOJTender@boj.org.jm OR ➤ In hard copy. Hard copy Tenders must be physically delivered to the BOJ and, after being stamped at the Information Desk, deposited in the Tender Box located in the Foyer.
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: RFP #2020-12-02-02 - Supply & Installation of Fire Suppression Systems
ITB 25.1	<p>For bid submission purposes, the procuring entity's address is:</p> <p>Attention: Head of Procurement Procurement Administration Section Bank of Jamaica Nethersole Place Kingston</p> <p>The deadline for the submission of bids is: Date: Tuesday, 13 October 2020 at 10:00 a.m.</p>
ITB 28.1	<p>The bid opening shall take place at:</p> <p>Bank of Jamaica Nethersole Place Kingston</p> <p>Date: 13 October 2020 Time: 10:10 a.m.</p> <p>There will be no public opening of bids. Tender Opening forms will be emailed to bidders who respond to the Tender.</p>
E. Evaluation and Comparison of Bids	
ITB 33.2(e)	<p>The bidder must provide the following documents or information:</p> <ol style="list-style-type: none"> 1) Declaration Form 2) Disclaimer 3) Written Confirmation Authorizing the signatory of bid to commit the Bidder. 4) Documentary evidence in accordance with ITB Clause 20 establishing the bidder's qualifications to perform the contract if the bid is accepted. 5) Manufacturer' Authorization

ITB 35.1	<p>Bid prices expressed in different currencies shall be converted to: Jamaican Dollar</p> <p>The source of exchange rate shall be: Bank of Jamaica weighted average selling rate as at be 13 October 2020</p>
ITB 36.1	<p>Domestic margin of preference shall not be a bid evaluation factor.</p>
ITB 37.3(a)	<p>Evaluation will be on done on the basis of Lots.</p> <p>Bidders shall be allowed to quote separate prices for one or more lots. Bids will be evaluated based on the best value to the BOJ using the methodology and selection criteria and weightings set out in Section III - Evaluation & Qualification Criteria.</p>
ITB 37.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No (c) the cost of major replacement components, mandatory spare parts, and service: No (d) the availability in Jamaica of spare parts and after-sales services for the equipment offered in the bid: No (e) the projected operating and maintenance costs during the life of the equipment: No (f) the performance and productivity of the equipment offered: No
F. Award of Contract	
ITB 41.1	<p>The procuring entity shall award the Contract to the bidder whose proposal is substantially responsive to the Bidding Documents and attains the highest overall score for each lot.</p>
ITB 42.1	<p>The maximum percentage by which quantities may be increased is: 20%</p> <p>The maximum percentage by which quantities may be decreased is: 20%</p>
ITB 43.2	<p>The number of days for standstill shall be: Five (5) days.</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. Multiple Contracts (ITB Sub-Clause 37.3 (a))
2. Evaluation Criteria (ITB Sub-Clause 37.3 (d))
3. Evaluation Matrix

1. Multiple Contracts (ITB Sub-Clause 37.3(a))

The procuring entity may award multiple contracts to the bidder that offers the lowest priced or most advantageous combination of bids (one contract per bid). The procuring entity shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 17.7
- (b) take into account:
 - (i) the lowest responsive bid for each lot; and
 - (ii) the price reduction per lot and the methodology for its application as offered by the bidder in its bid.

2. EVALUATION CRITERIA AND METHODOLOGY

Bids shall be evaluated using the criteria and weightings set out below and at [Appendix I](#). The minimum required score for the Technical Evaluation is **Eighty (80)** points. Bids attaining less than the minimum required score will be given no further consideration.

The Contract will be awarded to the bidder attaining the highest overall weighted average score.

The Technical Scores will be allocated as follows:

- 1) Corporate Profile & Qualifications - 10 points
- 2) Technical Specifications - 70 points
- 3) Services & Support - 20 points

GENERAL EVALUATION FORMULA

- A.** The **Technical Score** will be scored using the following formula, where:

Q_t is the score of the Technical Proposal

t = Technical weighting (**70%**)

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_f is the score of the Financial Proposal;

c = Cost weighting (**30%**)

F_{low} 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 = $Q_t + C_f$

Total Score = Technical Score + Financial Score

GENERAL EVALUATION MATRIX

NAME OF TENDER: Supply and Installation of Fire Suppression Systems			
RFP NUMBER: 2020-12-02-02			
DATE: 13 October 2020			
Particulars	Bidders		
	Y/N		
<u>Bid Qualification Checklist</u>	Y/N		
Tax Compliance Letter	Y/N		
PPC Registration	Y/N		
Declaration Form	Y/N		
Disclaimer	Y/N		
Bid Security	Y/N		
Price Schedules	Y/N		
Bid Submission Form	Y/N		
Bidder Information Form and required attachments	Y/N		
Written confirmation authorizing the signatory of the Bid	Y/N		
Distributor/Manufacturer's Authorization	Y/N		
Technical Proposal	Y/N		
	POINTS	SCORES	
<u>A. Corporate Profile and Qualifications</u>	10		
Years in Business: Up to 10yrs = 3pts.; Over 10 yrs. = 6pts.	6		
Experience in the provision of similar systems: Up to 10yrs = 2pts.; Over 10 yrs. = 4pts.	4		
<u>B. Technical Quality</u>	70		
A. PART 1 - GENERAL	10		
B. PART 2 - PRODUCTS	10		
C. PART 3 - MATERIAL AND EQUIPMENT	15		
D. PART 4 - SYSTEM ARRANGEMENT	10		
E. PART 5 - EQUIPMENT AND MATERIAL (MECHANICAL)	10		
F. PART 6 - Warranty: Environmental min. 20yrs = 5	5		
Warranty: Evergreen Discharge: min. 20yrs = 5	5		
Warranty: Components/System: min. 1 year = 5	5		
<u>C. Bidder Service and Customer Support</u>	20		
Customer Reference Listing for similar projects: 1 = 2 pts.; 2 = 3 pts.; 3 or more = 5 pts.	5		
After Sales Service & Support to include Maintenance & Service Policy	5		
Key Project Resource Personnel - Qualification and Experience: Up to 5 years = 5pts; Over 5yrs = 10pts	10		
TOTAL TECHNICAL SCORE	100		

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

Section IV. Bidding Forms

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` Bidder Information Form

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

Date: 13 October 2020

Ref No.: 2020-12-02-02 Supply & Installation of Fire Suppression Systems

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 bidders legal name 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.

Joint Venture Partner Information Form - **Not Applicable**

[The bidder shall fill in this Form in accordance with the instructions indicated below].

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

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

Page _____ of _____ pages

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

Bid Submission Form

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

Date: 13 October 2020

Ref No.: 2020-12-02-02 Supply & Installation of Fire Suppression Systems

To: **Bank of Jamaica**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the bidding documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following goods and related services *[insert a brief description of the goods and related services]*;
- (c) We attach evidence of our fulfilment of the non-price criteria of award set out in Section III, Evaluation and Qualification Criteria;
- (d) The total price of our bid, excluding any discounts offered in item (e) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (e) 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 or state none]*;
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 or state not applicable]*;
- (f) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 45 and GCC Clause 17 for the due performance of the Contract;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;
- (i) Our firm, its affiliates or subsidiaries—including any Subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 6.1;
- (j) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica;
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or*

gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (l) 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.
- (m) We understand that you are not bound to accept the lowest responsive bid or any other bid that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful bid or after the successful bid is accepted if
- (i) the bidder presenting the bid is disqualified under the Act or the regulations of the Public Procurement Act, 2015;
 - (ii) the procurement is cancelled;
 - (iii) the bidder presenting the successful bid is excluded on the grounds of corruption, unfair competition and a conflict of interest; or
 - (iv) the procurement, the bid or the bidder contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

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

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

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

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of bidder]*

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

Disclaimer

TO: Bank of Jamaica
Nethersole Place
Kingston

NAME OF BIDDER:

ADDRESS OF BIDDER:

RFP NAME AND NUMBER: [Supply & Installation of Fire Suppression Systems](#)
[2020-12-02-02](#)

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 of authority must be on the letterhead of the Contractor/Company and must be included by the Bidder with its bid.

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.

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.]*

Price Schedule: Goods Manufactured Outside Jamaica, to be Imported

(Group C bids, goods to be imported)								Date: _____
Currencies in accordance with ITB Sub-Clause 18								Ref No: _____
18								Alternative No: _____
18								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 Sub-Clause 15.7(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Jamaica to convey the goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of bidder *[insert complete name of bidder]* Signature of bidder *[signature of person signing the bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Jamaica, already imported

(Group C bids, goods already imported)											Date: _____
Currencies in accordance with ITB Sub-Clause 18											Ref No: _____
Currencies in accordance with ITB Sub-Clause 18											Alternative No: _____
Currencies in accordance with ITB Sub-Clause 18											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 15.7(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 15.7(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 15.7 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 15.7(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Jamaica to convey the goods to their final destination, as specified in BDS in accordance with ITB 15.7 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 15.7(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 Jamaica]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of bidder *[insert complete name of bidder]* Signature of bidder *[signature of person signing the bid]* Date *[insert date]*

Price Schedule: Goods Manufactured in Jamaica

Procuring entity's Country _____		(Group A and B bids) Currencies in accordance with ITB Sub-Clause 18				Date: _____ Ref 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 Jamaica to convey the goods to their final destination	Cost of local labor, raw materials and components from within origin in Jamaica % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 15.7(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of 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 EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of bidder *[insert complete name of bidder]* Signature of bidder *[signature of person signing the bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 18						Date: _____
						Ref 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 Jamaica to convey the goods to their final destination)	Country of Origin	Delivery Date at place of final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of bidder *[insert complete name of bidder]* Signature of bidder *[signature of person signing the bid]* Date *[insert date]*

Bid Security (Bank Guarantee)

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

Document must be stamped by the Stamp Office of Jamaica, in keeping with the Stamp Duty Act, as proof of payment of the relevant Stamp Duty.

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

Beneficiary: _____ *[Name and Address of procuring entity]*

[Indicate here if this guarantee is for an alternative bid and, if so, identify the details of the alternative bid, if applicable.]

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the bidder or Joint Venture, showing also the names of all the members thereof]* (hereinafter called "the bidder") has submitted to you its bid dated (hereinafter called "the bid") for the execution of *[name of contract]* under International Competitive Bid No. *[NCB number]* ("the NCB").

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]*, as *Guarantor*, 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 materially modified or withdrawn its bid during the period of bid validity specified by the bidder in the Bid Submission Form; or
- (b) does not accept a correction of errors; or
- (c) 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, in relation to such contract agreement; 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 that the contract with the successful bidder has been executed; or (ii) twenty-eight days after the expiration of the validity 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. 758.

[signature(s)]

Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]
Document must be stamped by the Stamp Office of Jamaica, in keeping with the Stamp Duty Act, as proof of payment of the relevant Stamp Duty.

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 Jamaica, 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 supply of *[name of Contract]* (hereinafter called the “bid”).

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

- (a) materially modifies or withdraws its bid during the period of bid validity specified in the Bid Submission Form; or
- (b) does not accept a correction of errors; or
- (c) having been notified of the acceptance of its bid by the procuring entity during the period of bid validity or any extension provided by the Principal; (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 of the procuring entity’s bidding document.

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 Principal 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__.

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

(Signature)
(Printed name and title)
(g)

(Signature)
(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of Jamaica or the equivalent amount in a freely convertible currency.

Bid-Securing Declaration - Not Applicable

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

Document must be stamped by the Stamp Office of Jamaica, in keeping with the Stamp Duty Act, as proof of payment of the relevant Stamp Duty.

Date:

Ref No.:

To: *Bank of Jamaica*

We, the undersigned, declare that:

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

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

- (a) have materially modified or withdrawn our bid during the period of bid validity specified in the Bid Submission Form; or
- (b) does not accept a correction of errors; or
- (c) having been notified of the acceptance of our bid by the procuring entity during the period of bid validity, fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the performance security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us advising the execution of the contract with of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[complete name of bidder]*

Dated *[date of signing]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Manufacturer's Authorization

Date: 13 October 2020

Ref No.: 2020-12-02-02 Supply & Installation of Fire Suppression Systems

To: *Bank of Jamaica*

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

Contents

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1. List of Goods and Delivery Schedule

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

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
<i>[insert item No]</i>	<i>[insert description of goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the No. of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
Lot 1	MAIN ELECTRICAL ROOM: (1) Transformer Room (2) Cummins Generator Room (3) Perkins Generator Room (4) Storage Area (5) Generator Passage Area (6) Front and Switchgear Areas TOTAL	12,544 7,980 6,426 7,616 2,352 <u>20,736</u> 57,564	Cu. Ft.	Nethersole Place, Kingston			
Lot 2	Main Chiller Mechanical Room	17,808	Cu. Ft.				
	Banking AHU Room	8,448					
	Tower AHU Room TOTAL	<u>6,750</u> 33,006					

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of related services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
Lot 1 & 2	Warranty - Environmental	Twenty (20) years		Nethersole Place, Kingston	To be determined by the bidder
	Warranty - Evergreen Discharge	Twenty (20) years			
	Warranty - Components/System	One (1) year			

1. If applicable

3. Technical Specifications

OVERVIEW

The Bank of Jamaica invites suitably qualified authorized contractors to submit a proposal for the supply and installation of Fire Detection and Suppression Systems with Clean Agent release controls for the following areas, allocated in lots.

LOCATION	ESIMATED VOLUME (Cu ft.)	CONTROL PANEL
LOT 1		
MAIN ELECTRICAL ROOM:		1
Transformer Room	12,544	
Cummins Generator Room	7,980	
Perkins Generator Room	6,426	
Storage Area	7,616	
Generator Passage Area	2,352	
Front and Switchgear Areas	20,736	
Total	57,654	
LOT 2		
MAIN CHILLER MECHANICAL ROOM	17,808	1
BANKING AHU ROOM	8,448	
TOWER AHU ROOM	6,750	1
Total	33,006	

Scope of Work

- Supply of all equipment and labour required for installation to include painting of pipes and conduits where applicable.
- Installation is conducted in accordance with applicable Fire Detection and Suppression System regulatory laws of Jamaica and the National Fire Protection Association (NFPA) Standards.
- Installation of new Fire Detection and Suppression Systems with Clean Agent release controls and accessories to the existing infrastructure.
- Modification and restoration to existing infrastructure and wiring as necessary.
- Program/Configure the Fire Detection and Suppression System with Clean Agent release controls for the protection of all content in the areas listed.
- Provide as built drawings and associated equipment documentation on completion
- Test and Commission in accordance with manufacturer's guidelines.
- Conduct user and technical training on completion.

Bidder Qualifications

- i. A provider with over 10 years' experience in the supply, installation, maintenance and emergency service for Fire Suppression Systems and related equipment.
- ii. The company has supplied, installed and serviced similar Equipment for similar service environment.
- iii. Firm is an authorized Dealer/Distributor of the Fire Detection and Suppression Systems and related equipment.
- iv. The company has on its staff a manufacturer certified engineer with at least 10 years of experience, in designing, installing and maintenance of Fire Suppression Systems and related equipment.
- v. The Bidder presently has the necessary facilities and financial resources to complete the contract in a satisfactory manner and within the required time.

Site Visit

- i. It is highly recommended that Bidders visit the project sites to review the existing conditions **and verify all measurements for fire suppression coverage requirements.**
- ii. Bidders' representatives are required to visit the Bank on [Friday, 19 June 2020](#) at 10:00 a.m. to familiarize themselves with installation sites.
- iii. BOJ will provide reasonable access to the project sites for Bidders during the proposal preparation period to verify and evaluate existing conditions. Should a Bidder anticipate requiring additional project site access, the Bank will endeavor to provide such access however, bidders shall give no less than 2 days' notice.

Work on Saturday, Sunday and Recognized Holidays

- i. To facilitate the continued operation of the Bank during normal business hours, the installation shall be carried out on weekends and public holidays, where applicable.
- ii. Disruption, including excessive noise, to the work spaces during normal working hours shall be kept to a minimum.

A. Submittals

- I. Catalog and/or technical data sheets describing the proposed equipment shall be submitted with the proposal. Provide manufacturer's literature for all products specified, which will be installed under this project.
- II. Provide complete literature for all components of packaged systems. These include performance, solution calculations, tank capacity, data for all accessories and complete wiring diagrams specific to the exact unit to be supplied. The wiring diagram shall indicate all required field and factory wiring.

- III. All deviations to this specification shall be identified and included with the proposal.
- IV. Submit data on mechanical and electrical requirements as well as connection points. Include recommended wires and fuse sizes, sequence of operation, safety and start-up instructions.
- V. Service / Maintenance Policy
- VI. Consumables & critical spare parts list

B. Quality Assurance

- I. The Fire Detection and Suppression Systems as well as related equipment manufacturer shall be a firm(s) engaged in the manufacture of specified products of types and sizes required, and whose products have been in satisfactory use in similar service for a minimum of ten (10) years.
 - a. Equipment is required to be provided with compliance to testing and approving agencies, the contractor may submit a written certification from any nationally recognized testing agency, adequately equipped and competent to perform such services, that the item of equipment has been tested and conforms to the same method of test as the listed agency would conduct.
 - b. The manufacturer shall have a valid certification and an applicable quality assurance system that is regularly reviewed.
 - c. Manufacturing, inspection, and testing procedures shall be developed and controlled under the guidelines of the quality assurance system.
 - d. The manufacturer or their representative shall have service, repair, and technical support services available 24 hours 7 days a week basis.
- II. Applicable Certifications, Quality Assurance Systems and Standards:
 - The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the reference thereto (latest edition):
 1. National Fire Protection Association (NFPA) Standards:
 - NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems
 - NFPA 70: National Electrical Code
 - NFPA 72: National Fire Alarm and Signaling Code
 - NFPA 75: Standard for the Fire Protection of Information Technology Equipment
 - NFPA 76: Standard for the Fire Protection of Telecommunications Facilities

2. Factory Mutual Systems (FM) Publication
 - Factory Mutual Approval Guide
3. Underwriters Laboratories, Inc. (UL) Publication
 - UL 217: Standard for Single and Multiple Station Smoke Alarms
 - UL 228: Standard for Door Closers-Holders, With or Without Integral Smoke Detectors
 - UL 268: Smoke Detectors for Fire Alarm Systems
 - UL 268A: Standard for Smoke Detectors for Duct Application
 - UL 521: Standard for Heat Detectors for Fire Protective Signaling Systems
 - UL 864: Standard for Control Units and Accessories for Fire Alarm Systems
 - UL 1638: Standard for Visual Signaling Appliances - Private Mode Emergency and General Utility Signaling
 - UL 1971: Standard for Signaling Devices for Hearing Impaired
4. National Electrical Manufacturers Association (NEMA) Publication
 - Enclosures for Industrial Controls and Systems.
5. U.S. Environmental Protection Agency, Protection of Stratospheric Ozone 59 FR 13044, March 18, 1994 (Final SNAP Ruling)
6. Industrial Risk Insurers (IRI) Interpretive Guide (Detection and Controls)
7. Requirements of the Authority Having Jurisdiction (AHJ)
8. Manufacturer's Design, Installation, Operation and Maintenance Manual
9. The system complete shall have the following applicable listings and approvals
 - Underwriters Laboratories Inc.
 - Factory Mutual Global

FIRE DETECTION AND SUPPRESSION SYSTEMS WITH CLEAN AGENT RELEASE CONTROLS

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. A Fire Detection and Suppression system design, engineered and manufactured to use Clean Agent as Fire Protection Products.
- B. System design is based on the use of selector valves to direct the flow of Clean Agent into the protected zone where indicated on drawings. Quantity of Clean Agent cylinders are to be based on the largest zone of protection. Cylinders shall

be provided to offer adequate protection of the largest zone of protection. Selector valves shall be provided to supply discharge of proper design concentration of Clean Agent into the protected zone.

- C. The contractor shall indicate the general arrangements of the areas to receive detection and Clean Agent system protection. Contractor is to review all conditions so that all items affecting the operation of the fire detection and fire suppression system (such as equipment location, air diffusers, damper closures, and door openings) are considered in the design of the engineered system.

1.2 **REQUIREMENTS:**

- A. This installation shall be made in strict accordance with the coverage area requirements, specifications and applicable NFPA Standards. All equipment and devices used shall be listed by the standardizing agencies (UL and/or FM).
- B. Design and installation of the fire detection and fire suppression system will be in strict accordance with the following guidelines and regulatory agencies:
 - 1. NFPA 2001 Clean Agent Fire Extinguishing Systems
 - 2. NFPA 72 National Fire Alarm Code, Latest Edition
 - 3. NFPA 70 National Electric Codes, Latest Edition
 - 4. Americans with Disabilities Act, Title 24, Latest Edition

1.3 **GENERAL:**

- A. Furnish all engineering design and materials for a complete fire detection and fire suppression system including charged Clean Agent storage cylinders, nozzles, control unit, detectors, wiring, annunciators, alarm, painting of pipes and conduits and all other equipment necessary for a complete operational system.
- B. Major system components shall be manufactured and installed by an authorized Distributor certified for the design, installation, and service of Clean Agent fire suppression systems.
- C. New and unused materials and equipment must be used for system.
- D. Contractor shall, as a minimum, provide 24-hour emergency service, 7 days a week and shall be able to respond to an emergency situation within 2 hours of receiving an emergency trouble call. In addition, contractor shall maintain no less than \$10 million liability insurance.

1.4 **SUBMITTALS:**

- A. The following shall be submitted for approval within thirty (30) days of award and prior to delivery of materials:
 - 1. Material and equipment information shall include manufacturer's catalog cut sheet and technical data for each component or device used in the system. This shall include, but not be limited to, the following:

- a. Detectors
 - b. Manual discharge switches
 - c. Control unit
 - d. Release devices
 - e. Alarm devices
 - f. Agent storage cylinders
 - g. Mounting brackets
 - h. Discharge nozzles
 - i. Abort stations
 - j. Piping isometrics
 - k. Flow calculations
- 2 Provide information outlining the warranty of each component or device used in the system.
 - 3 Provide information outlining the operation and maintenance procedures that will be required of the owner. This information shall explain any special knowledge or tools the owner will be required to employ and all spare parts that should be readily available.
 - 4 Drawings shall indicate locations, installation details and operation details of all equipment associated with the Clean Agent system. Floor plans shall be provided showing equipment locations, piping, point-to-point wiring and other details as required. Elevations, cross sections and other details shall be drawn to a larger scale as required. Isometric piping layouts shall be provided with the shop drawings. In addition, point-to-point electrical layout drawings shall be provided.
 - 5 Show a complete Riser diagram with specific detail on connections to all monitor and control functions.
 - 6 Testing plan that includes means, methods and schedules for interface testing with systems that will be interfaced to via monitor or control modules.
 - 7 Sequence of operation, electrical schematics and connection diagrams shall be provided to completely describe the operation of the Clean Agent system controls.
 - 8 Flow Calculations per Section 4.2

PART 2 – PRODUCTS

2.1 SYSTEM DESCRIPTION AND OPERATION:

- A. The system shall be a Clean Agent total flooding fire suppression system designed to provide a uniform concentration of Clean Agent for the protected area Clean agent shall be either of the following:
 1. FM-200 – Stored as a liquid and vaporized when discharged.

2. 3M NOVEC 1230 – Use a liquid that is vaporized when discharged
 3. INERGEN: Inert Gases – Nitrogen, argon, and carbon dioxide.
- B. The amount of agent to be provided shall be the amount required to obtain a uniform (minimum) concentration as required by the Clean Agent Design, Installation, Operation, and Maintenance Manual for a minimum period of 10 minutes or for a time period to allow for response by trained personnel. Take into consideration such factors as non-closable openings (if any), "rundown" time of fans, time required for dampers to close (and requirements for any additional dampers), and any other feature of the facility that could affect concentration. The design concentration shall meet the requirements of the Clean Agent Design, Installation, Operation, and Maintenance Manual.
- C. Smoke Detection: The system shall be automatically actuated by either counting zone detection or cross-zoned detection methodology. Smoke sensors / detectors shall utilize photoelectric technology and/or Aspiration Smoke Detectors (ASD) for very early warning smoke detection. Smoke detectors and ASD sample points shall be installed at no more than 250 ft² (23.2 M²) of coverage per detector. When using analog addressable sensors or ASD detectors offering pre-alarm thresholds, further system design consideration is suggested for providing very early warning detection which can offer extended investigation time prior to suppression agent release. In all cases, the compatibility listings of the detectors for use with the control unit should be observed. **The system shall require two detectors in alarm prior to automatic agent release.**

Both Photoelectric and ASD type smoke detectors can be combined in the releasing process, using one of following methods:

- 1st alarm ASD / 2nd alarm ASD
- 1st alarm ASD / 2nd alarm Photoelectric Detector
- 1st alarm Photoelectric Detector / 2nd alarm Photoelectric Detector

2.2 SEQUENCE OF OPERATION:

- A. Activation of any single detector in any detection zone shall:
1. Cause a first-stage alarm.
 2. Energize a lamp on the activated detector, and control unit (and graphic annunciator, if included).
- B. Activation of a detector on the second zone shall:
1. Transmit an alarm signal to remote monitoring or building alarm panel.
 2. Cause a second-stage (pre-discharge) alarm to operate.
 3. Operate auxiliary contacts for air conditioning shutdowns and automatic dampers.

4. Initiate a programmable time delay (Clean Agent release).
- C. Upon completion of the time delay the Clean Agent system shall:
1. Cause a discharge alarm to be activated.
 2. Operate auxiliary contacts for emergency power off of all electrical equipment (excluding lighting and emergency circuits for life safety).
 3. Activate visual alarms (strobe) at protected area entrance.
 4. Energize control solenoid for Clean Agent cylinders releasing gaseous agent into the protected area.

2.3 **AUXILIARY COMPONENTS:**

- A. Double action manual releasing stations shall be provided at each exit of the protected area and shall, when activated, immediately release the Clean Agent and cause all audible/visual alarms to activate. In addition, activation of the manual releasing stations shall cause immediate shutdown of air circuits.
- B. Abort stations shall be provided at each exit of the protected area and shall, when operated, interrupt the discharge of Clean Agent and emergency power-off functions. The abort stations shall be momentary devices (dead-man) requiring constant pressure to maintain contact closure.

Note: Manual Releasing Station activation shall override any abort station.

PART 3 – MATERIAL AND EQUIPMENT

3.1 **GENERAL REQUIREMENTS:**

- A. Materials and equipment shall be of a single manufacturer Fire Protection Products. The name of the manufacturer and the serial numbers shall appear on all major components.

3.2 **GENERAL MATERIALS – ELECTRICAL:**

- A. All electrical enclosures, raceways and conduits shall be employed in accordance with applicable codes and intended use and contain only those electrical circuits associated with the fire detection and control system and shall not contain any circuit that is unrelated to the system.
- B. Unless specifically provided otherwise in each case, all conductors shall be enclosed in steel conduit, rigid or thin wall as conditions dictate.
- C. Any conduit or raceway exposed to weather or other similar conditions shall be properly sealed and installed to prevent damage. Provisions for draining and/or drying shall be employed.
- D. NEMA rating and/or electrically hazardous classifications shall be observed and

any equipment or materials installed must meet or exceed the requirements of service.

- E. Any wiring shall be of the proper size to conduct the circuit current but shall not be smaller than #18 AWG unless otherwise specified for a given purpose. Wire that has scrapes, nicks, gouges or crushed insulation shall not be used. **The use of aluminum wire is strictly prohibited.**
- F. Splicing of circuits shall be kept to a minimum and are only to be found in an electrical device suited for the purpose.
- G. Wire spliced together shall have the same color insulation.
- H. Wire splices shall be made with appropriate devices suited for the purpose.
- I. All wire terminations shall be made with crimp terminals unless the device at the termination is designed for bare wire terminations.
- J. All electrical circuits shall be numerically tagged with suitable devices at the terminating point and/or splice. All circuit numbers shall correspond with the installation drawings.
- K. The use of colored wires is encouraged but not required unless dictated by state or local authorities.

3.3 CONTROL SYSTEMS – GENERAL:

- A. All control systems shall be UL (Underwriters Laboratory) Listing and FM (Factory Mutual) Approvals and shall be utilized with listed or approved compatible operating devices and shall be capable of the following features:
 - 1. Ground fault indication
 - 2. Supervised detection circuit(s)
 - 3. Supervised alarm circuit(s)
 - 4. Supervised release circuit(s)
 - 5. Supervised manual pull circuit (if applicable)
 - 6. Supervised primary power circuit
 - 7. Battery standby
 - 8. Color touchscreen LCD operator interface and LED indicating lamps
 - 9. Key lock steel enclosure
 - 10. Programmable time delay
 - 11. Programmable detection logic
 - 12. Microprocessor based logic
 - 13. History buffer

3.4 CONTROL PANEL – CONTROL SYSTEM

- A. The Fire Alarm Control Panel (FACP) shall be the latest control panel with the capability of protecting up to 20 hazards. The panel shall contain a Central

Processing Unit (CPU) with integral 8 amp power supply which is rated to provide 8 amp for "Special Application" appliances including suppression release peripherals such as horns, strobes and horn/strobes and rated to 6 amp for "regulated 24 VDC" appliance power. The CPU shall communicate with and control the following types of equipment used to make up the system: addressable and conventional initiating devices, addressable modules, annunciators, and other system-controlled devices.

B. System Capacity and General Operation:

1. The control panel shall provide addressable point capacity with the capability of expansion to 3 loops.
2. The system shall include 4 Class B programmable notification appliance circuits rated at 3 A each.
3. The control panel and remote annunciator (optional) shall include a full featured, intuitive color touch screen display capable of supporting up to two languages. The menu-driven interface shall provide color coded system status LEDs, allow for direct control of the fire alarm system and also allow for quick access to more detailed system information.
4. The control panel shall provide the following features:
 - a) Drift Compensation to extend detector accuracy over life.
 - b) Sensitivity Test meeting requirements of NFPA 72.
 - c) Maintenance Alert to warn of excessive smoke detector dirt or dust accumulation.
 - d) System Status Reports to display, export to USB device (or print if optional RS232 module is provided).
 - e) Rapid manual station reporting (under 2 seconds).
 - f) Non-Alarm points for general (non-fire) control.
 - g) Periodic Detector Test conducted automatically by software.
 - h) Pre-alarm for advanced fire warning.
 - i) Counting/Cross Zoning with the capability of: counting 2 detectors in alarm, 2 software zones in alarm, or 1 smoke detector and 1 thermal detector in alarm.
 - j) March time and temporal coding options.
 - k) Walk Test
 - l) Check for 2 detectors set to same address.
 - m) The real time clock may also be used to control non-fire functions at programmed time-of-day, day-of-week, and day-of-year.
 - n) Day/Night automatic adjustment of detector sensitivity.
 - o) Device Blink Control for sleeping areas.
 - p) Discrete status LEDs for Alarm, Priority 2, Supervisory, Trouble, Alarm Silenced and AC power indications plus three additional programmable LEDs with associated control switches with provisions for custom labels.
5. The control panel shall be capable of coding Notification circuits in Slow March Time (20 BPM), Fast March Time (120 BPM) and Temporal Code (NFPA 72).

C. Central Microprocessor:

1. The microprocessor unit shall communicate with, monitor, and control all external interfaces with the control panel. It shall include system program storage in non-volatile memory for building-specific program storage, and a "watch dog" timer circuit to detect and report microprocessor failure.
2. The microprocessor unit shall contain and execute all control-by-event programs for specific action to be taken if an alarm condition is detected by the system. Such control-by-event programs shall be held in non-volatile programmable memory and shall not be lost even if system primary and secondary power failure occurs.
3. The microprocessor unit shall also provide a real-time clock for time annotation of system displays and history file.

D. Display:

1. The touch screen display shall provide all the controls and indicators used by the system operator.
2. The display shall include status information and custom alphanumeric labels for all addressable and conventional detectors, addressable modules, and software zones.
3. The display shall be a color touch screen display.

E. Signaling Line Circuit (SLC):

1. The SLC interface called an IDNet+ circuit, shall provide power to and communicate with up to 250 addressable points which can include Ionization, Photoelectric, or Thermal detectors along with all monitoring and control points. This can be accomplished over one to three SLC loops and shall be capable of NFPA 72 Class A or B wiring.
2. The loop interface board(s) shall receive and process information from all detectors to determine whether normal, alarm, supervisory or trouble conditions exist for each detector. The software shall automatically maintain the detector's desired sensitivity level by adjusting for the effects of environmental factors, including the accumulation of dust in each detector. The information shall also be used for automatic detector testing and for the automatic determination of detector maintenance requirements.
3. The detector software shall meet NFPA 72, requirements and be certified by UL as a calibrated sensitivity test instrument.
4. The detector software shall allow manual or automatic sensitivity adjustment.

F. Enclosures:

1. The control panel shall be housed in a UL listed cabinet suitable for surface or semi-flush mounting. Cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's standard finish.
2. The door shall provide a key lock and include a glass or other transparent opening for viewing of all indicators.

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- G. All interfaces and associated equipment are to be protected so they will not be affected by voltage surges or line transients consistent with UL standard 864.
 - H. Optional modules shall be available for NFPA 72 supervising station and public emergency alarm reporting systems. The control panel shall have the ability to meet the latest requirements of UL 864 for delayed AC fail reporting.
 - I. Power Supply:
 - 1. The power supply shall operate on 120 or 240 VAC, 50 Hz, and shall provide all necessary power for the control panel. The power supply shall have a 6A output rating which provides current for special application devices, IDNet devices, module currents and auxiliary output currents. When NACs are controlling regulated 24 DC appliances, total NAC current available shall be 3 A.
 - 2. It shall provide a battery charger for 24 hours of standby using dual-rate charging techniques for fast battery recharge.
 - 3. It shall provide an earth detection circuit capable of detecting earth faults on I/O modules field wired circuits connected to power supply.
 - 4. It shall be power-limited using Positive Temperature Coefficient (PTC) resistors and solid-state circuits.
 - J. Field Wiring Terminal Blocks:
 - 1. For ease of service, all panel I/O wiring terminal blocks shall have sufficient capacity for 18 to 12 AWG wire.
 - K. Field Programming:
 - 1. All programming shall be accomplished through a standard PC laptop.
 - 2. All field defined programs shall be stored in non-volatile memory.
 - 3. The programming function shall be enabled with a password that may be defined specifically for the system when it is installed. Three levels of password protection shall be provided in addition to a key-lock cabinet. One level is used for status level changes such as zone disable or manual on/off commands. A third level (higher-level) is used for actual change of program information.
 - 4. A special program check function shall be provided to detect common operator errors.
 - 5. For flexibility, an off-line programming function with batch upload/download shall also be available.
 - L. Specific System Operations:
 - 1. Smoke Detector Sensitivity Adjust: Means shall be provided for adjusting the sensitivity of any or all analog intelligent smoke detectors in the system from the system keypad. Sensitivity range shall be within the allowed UL window.
 - 2. Alarm Verification: Verification is implemented using zones with 512 zones

- available. The alarm verification delay shall be programmable from 5 to 30 seconds and each zone shall be able to be selected for verification. The control panel shall keep a count of the number of times that each zone has entered the verification cycle. These counters may be displayed and reset by the proper operator commands.
3. Point Disable: Any device in the system may be Enabled or Disabled through the system keypad.
 4. Point Read: The system shall be able to display or print the following point status diagnostic functions:
 - a) Device status.
 - b) Device type.
 - c) Custom device label.
 - d) View analog detector values.
 - e) Device zone assignments.
 - f) All program parameters.
 5. System Status Reports: Upon command from a system operator, a status report will be generated and printed listing all system status provided an optional RS232 card is installed. The report must also be exportable to a USB device on USB port.
 6. System History Recording and Reporting: The control panel shall contain a history buffer that will be capable of storing **not less than** 2000 events (1000 alarm and 1000 trouble). Each of these activations will be stored and time-and-date stamped with the actual time of the activation. The contents of the history buffer may be manually reviewed, one event at a time, exported to a USB device or printed (if optional RS232 module is provided) in its entirety.
 - a) The history buffer shall use non-volatile memory. Systems that use volatile memory for history storage are not acceptable.
 7. Automatic Detector Maintenance Alert: The control panel shall automatically interrogate each intelligent smoke detector and analyze the detector responses over a period of time.
 - a) If any intelligent smoke detector in the system responds with a reading that is below or above normal limits, the system will enter the trouble mode and the particular detector will be annunciated on the system display. This feature shall in no way inhibit the receipt of alarm conditions in the system nor shall it require any special hardware, special tools or computer expertise to perform.
 8. Pre-Alarm Function: The system shall provide 2 levels of pre-alarm warning to give advance notice of a possible fire situation. Both pre-alarm levels shall be fully field adjustable. The first level shall give an audible indication at the panel. The second level shall give an audible indication and may also activate control relays. The system shall also have the ability to activate local detector sounder bases at the pre-alarm level to assist in avoiding nuisance alarms.
 9. Software Zones: The control panel shall provide 512 programmable software zones. All addressable devices may be field programmed to be

grouped into these zones for control activation and annunciation purposes.

M. Batteries:

1. Batteries shall be 12 volts **(2 required)**.
2. Batteries shall have sufficient capacity to power the fire alarm system for not less than 24 hours in standby plus 5 minutes of alarm upon a normal AC power failure.
3. **Batteries are to be completely maintenance free.** No liquids are required. Fluid level checks, refilling, spills and leakage shall not be accepted.

3.5 PROGRAMMABLE ELECTRONIC SOUNDERS

- A. Electronic sounders shall be UL Listed or FM Approved and operate on 24 VDC nominal.
- B. Electronic sounders shall be field programmable without the use of special tools to choose 1 of 8 tones with an output sound level of at least 90 dBA measured at 10 ft (3.0 m) from the device.
- C. Electronic sounders shall be surface mounted, flush or semi-flush mounted.

3.6 VISUAL NOTIFICATION APPLIANCES

- A. Strobe lights shall operate on 24 VDC nominal.
- B. Strobe lights shall meet the requirements of the ADA as defined in UL standard 1971 and shall meet the following criteria:
 1. The strobe intensity shall meet the requirements of UL 1971 and devices shall be multi-candela 15 cd – 110cd and higher intensity if required by the plans.
 2. The flash rate shall meet the requirements of UL 1971.
 3. The appliance shall be placed 80in. (to the bottom of the appliance) to 96in. (to the top of the appliance) above the finished floor within the space.

3.7 AUDIBLE/VISUAL COMBINATION DEVICES

- A. Audible/visual combination devices shall meet the applicable requirements of Section 3.5 listed above for audibility.
- B. Audible/visual combination devices shall meet the requirements of Section 3.6 (listed above) for visibility.

3.8 ADDRESSABLE DEVICES – GENERAL

- A. Addressable devices shall provide an address-setting means using dip switches.
- B. Detectors shall be intelligent and addressable, and shall connect with 2 wires to the fire alarm/release control panel signaling line circuits.
- C. Addressable smoke and thermal detectors shall provide dual alarm and power LEDs. Both LEDs shall flash under normal conditions indicating that the detector is operational and in regular communication with the control panel. Both LEDs shall be placed into steady illumination by the control panel indicating that an alarm condition has been detected. If required, the flashing mode operation of the detector LEDs shall be optional through the system field program. An output connection shall also be provided in the base to connect an external remote alarm LED.
- D. Smoke detector sensitivity shall be set through the control panel and shall be adjustable in the field through the field programming of the system. Sensitivity may be automatically adjusted by the panel on a time-of-day basis.
- E. Using software in the control panel, detectors shall automatically compensate for dust accumulation and other slow environmental changes that may affect their performance. The detectors shall be listed by UL as meeting the calibrated sensitivity test requirements of NFPA Standard 72.
- F. The detectors shall be ceiling-mount and shall include a separate twist-lock base with tamper-proof feature. An optional base shall be available with a built-in (local) sounder rated at 85 dBA minimum.
- G. The detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel. Such a test may be initiated at the detector itself (by activating a magnetic switch) or initiated remotely on command from the control panel.
- H. Detectors shall also store an internal identifying type code that the control panel shall use to identify the type of device (ION, PHOTO, THERMAL).

3.9 ADDRESSABLE MANUAL PULL STATION

- A. Addressable manual pull station shall, on command from the control panel, send data to the panel representing the state of the manual switch. They shall use a key operated test-reset lock and shall be designed so that after actual emergency

operation, they cannot be restored to normal use except by the use of a key.

- B. All operated stations shall have a positive, visual indication of operation and utilize a key-type reset.
- C. Manual stations shall be clearly visible operating instructions provided on the cover. The word AGENT shall appear on the front and both sides of the stations.
- D. Stations shall be suitable for surface mounting or semi-flush mounting and shall be installed not less than 42 in. (1.1 m), nor more than 48 in. (1.2 m) above the finished floor.
- E. Operation shall require 2 actions.

3.10 ANALOG ADDRESSABLE PHOTOELECTRIC SMOKE DETECTOR

- A. The detectors shall use the photoelectric (light-scattering) principle to measure smoke density and shall, on command from the control panel, send data to the panel representing the analog level of smoke density.

3.11 ANALOG ADDRESSABLE IONIZATION SMOKE DETECTOR

- A. The detectors shall use the dual-chamber ionization principle to measure products of combustion and shall, on command from the control panel, send data to the panel representing the analog level of products of combustion.

3.12 ANALOG ADDRESSABLE HEAT DETECTOR

- A. Heat detectors shall be analog addressable devices rated at 135 °F (57 °C) and have a rate-of-rise element rated at 15 °F (9.4 °C) per minute. It shall connect via 2 wires to the control panel signaling line circuit. Up to 159 intelligent heat detectors may connect to one SLC loop.
- B. The detectors shall use an electronic sensor to measure thermal conditions caused by a fire and shall, on command from the control panel, send data to the panel representing the analog level of such thermal measurements.
- C. An optional, intelligent heat detector shall be available for applications which do not require a rate- of-rise element.

3.13 ANALOG ADDRESSABLE DUCT SMOKE DETECTOR

- A. In-duct smoke detector housing shall accommodate either an intelligent ionization sensor or an intelligent photoelectric sensor, which provides continuous analog monitoring and alarm verification from the panel.
- B. When sufficient smoke is sensed, an alarm signal is initiated at the control panel and appropriate action is taken to change over air handling systems to help prevent the rapid distribution of toxic smoke and fire gases throughout the areas served by the duct system.

3.14 ADDRESSABLE DRY CONTACT MONITOR MODULE

- A. Addressable monitor modules shall be provided to connect one supervised IDC zone of conventional alarm initiating devices (any N.O. dry contact device) to one of the control panel SLC loops.
- B. The monitor module shall mount in a 4 in. (102 mm) square, 2 1/8 in. (54 mm) deep electrical box.
- C. The IDC zone may be wired for Style D or Style B operation. An LED shall be provided that shall flash under normal conditions indicating that the monitor module is operational and in regular communication with the control panel.
- D. For difficult to reach areas, the monitor module shall be available in a miniature package and shall be no larger than 2-3/4 in. x 1-1/4 in. x 1/2 in. (69.9 mm x 31.8 mm x 12.7 mm). This version need not include Style D or an LED.

3.15 ADDRESSABLE TWO-WIRE DETECTOR MONITOR MODULE

- A. Addressable monitor modules shall be provided to connect one supervised IDC zone of conventional two-wire smoke detectors or alarm initiating devices (any N.O. dry contact device).
- B. The two-wire monitor module shall mount in a 4 in. (102 mm) square, 2 1/8 in. (54 mm) deep electrical box or with an optional surface back box.
- C. The IDC zone may be wired for Class A or B (Style D or Style B) operation. An LED shall be provided that shall flash under normal conditions indicating that the monitor module is operational and in regular communication with the control panel.
- D. Smoke Detectors:
 - 1. Smoke detectors shall be 24 VDC and shall be UL Listed and FM approved.
 - 2. Each detector shall include a visual status indicator, provide remote LED output, and include a built-in test capability.

3. The sensitivity shall be factory set per UL 268.
4. The detector cover and screen shall be easily removable for field cleaning.
5. A special vandal-resistant locking screw shall be provided to lock the head to the base.
6. The head-to-base connection shall be made by use of bifurcated contacts. Terminal connections to the base shall be of the screw type that are accessible with the base installed on the mounting box.
7. Where specifically identified on the contract drawings, detector bases shall incorporate a relay with Form C contacts rated at 1 amp at 120 VAC and 2 amps at 28 VDC.
8. Ionization-type smoke detector shall be dual chamber type and compatible with the control system. The detector shall have an LED in its base which is illuminated in a steady-on mode when in alarm and pulse mode when in standby. Reset of the detector shall be performed by the control unit reset switch.
9. The design of the ionization detector compensating circuits shall provide stable operation with regard to minor changes in temperature, humidity and atmospheric conditions.
10. Photoelectric-type smoke detector shall be light reflective type and compatible with the control system. The detector shall have an LED in its base which is illuminated in a steady-on mode when in alarm and pulse mode when in standby. Reset of the detector shall be performed by the control unit reset switch.
11. The design of the photoelectric detector compensating circuits shall provide stable operation with regard to minor changes in temperature, humidity and atmospheric conditions.
12. Photoelectric-type smoke detector with heat detector shall be light reflective type and compatible with the control system. The detector shall have an LED in its base which is illuminated in a steady-on mode when in alarm and pulse mode when in standby. Reset of the detector shall be performed by the control unit reset switch.

3.16 ADDRESSABLE CONTROL MODULE

- A. Addressable control modules shall be provided to supervise and control the operation of one conventional Notification Appliance Circuit (NAC) of compatible, 24 VDC powered, polarized audio/visual notification appliances. For fan shutdown and other auxiliary control functions, the control module may be set to operate as a dry contact relay.
- B. The control module shall mount in a standard 4 in. (102 mm) square, 2 1/8 in. (54 mm) deep electrical box, or to a surface mounted back box.
- C. The control module NAC circuit may be wired for Style Z or Style Y (Class A/B)

with up to 1 amp of inductive A/V signal, or 2 amps of resistive A/V signal operation, or as a dry contact (Form C) relay. The relay coil shall be magnetically latched to reduce wiring connection requirements and to ensure that 100% of all auxiliary relay or NACs may be energized at the same time on the same pair of wires.

- D. Audio/visual power shall be provided by a separate supervised power loop from the main control panel or from a supervised, UL listed remote power supply.
- E. The control module shall provide address-setting means using decimal switches and shall also store an internal identifying code that the control panel shall use to identify the type of device. An LED shall be provided that shall flash under normal conditions indicating that the control module is operational and is in regular communication with the control panel.
- F. A magnetic test switch shall be provided to test the module without opening or shorting its NAC wiring.
- G. The control module shall be suitable for pilot duty applications and rated for a minimum of 0.6 amps at 30 VDC.

3.17 ISOLATOR MODULE

- A. Isolator modules shall be provided to automatically isolate wire-to-wire short circuits on an SLC loop. The isolator module shall limit the number of modules or detectors that may be rendered inoperative by a short circuit fault on the SLC Loop. At least one isolator module shall be provided for each floor or protected zone of the building.
- B. If a wire-to-wire short occurs, the isolator module shall automatically open-circuit (disconnect) the SLC loop. When the short circuit condition is corrected, the isolator module shall automatically reconnect the isolated section.
- C. The isolator module shall not require any address-setting and its operations shall be totally automatic. It shall not be necessary to replace or reset an isolator module after its normal operation.
- D. The isolator module shall mount in a standard 4 in. (102 mm) deep electrical box or in a surface mounted back box. It shall provide a single LED that shall flash to indicate that the isolator is operational and shall illuminate steadily to indicate that a short circuit condition has been detected and isolated.

3.18 ABORT SWITCH

- A. The abort switch shall be used where an investigative delay is desired between detection and actuation of the fire suppression system.
- B. This switch shall be a momentary contact "dead-man" type switch requiring constant pressure to transfer one set of contacts. Clear operating instructions shall be provided at the abort switch.
- C. This switch shall be rated for 2 A resistive @ 30 VDC.

- D. The terminal connections shall be of the screw type.

3.19 MAINTENANCE LOCK-OUT SWITCH

- A. The maintenance lock-out switch shall be used where it is desired to disable the fire suppression system during routine maintenance.
- B. This switch shall be key operated allowing removal of the key only in "Normal" position. A red indicator lamp shall be included on the switch assembly to be illuminated when in the "Lock-Out" position. The control unit is used to indicate a supervisory condition when in the "Lock-Out" position.
- C. The switch shall include 1 set of normally open and 1 set of normally closed control contacts rated for 2 A resistive @ 30 VDC.
- D. The terminal connections shall be of the screw type.

3.20 SELECTOR SWITCH

- A. The selector switch shall be used where a connected reserve is required.
- B. This switch shall be key operated allowing removal of the key in either the "Main" or "Reserve" position.
- C. This switch shall be rated at 28 VDC @ 1.1 amp make/break or 6 amp continuous carry.
- D. The terminal connections shall be of the screw type.

3.21 COLOR TOUCHSCREEN REMOTE LCD ANNUNCIATOR

- A. The remote annunciator shall provide a color touchscreen LCD display that is identical to the control panel user interface. The annunciator shall be capable of displaying a custom background image when the system status is normal.
- B. The annunciator shall provide; a local sounder; discrete status LEDs for Alarm, Priority 2, Supervisory, Trouble, Alarm Silenced and AC power indications; and three programmable LEDs with associated control switches with provisions for custom labels. A lamp test feature shall be available from the display menu.
- C. The remote annunciator shall provide access to all system status information, controls, diagnostics, and reports that are available on the control unit user interface. Protected access shall be provided to the following operator control functions and diagnostics; Alarm, Priority 2, Supervisory and Trouble Acknowledge; Alarm Silence; and System Reset; Hardware Reset; Point Disable/Enable; Annunciator Sounder Silence, Clear History Logs; Panel Setup; and System Diagnostics. Protection against unauthorized use shall be provided via a passcode, keyswitch, or both.

- D. The annunciator shall have the capability to support up to two languages with the ability to toggle between languages using one of the programmable control switches on the annunciator.
- E. The annunciator shall connect to a two-wire Remote Unit Interface (RUI). The two-wire RUI connection shall be capable of distances of up to 2,500 feet (762 meters).
- F. The system shall support up to 6 remote color touchscreen LCD annunciators.

PART 4 – SYSTEM ARRANGEMENT

4.1 CLEAN AGENT FIRE SUPPRESSION SYSTEM:

- A. The Clean Agent fire suppression system shall be of the engineered, permanently piped, fixed nozzle type with all pertinent components.
- B. All agent storage cylinders shall be centrally located as vertical, free-standing cylinders with wall and/or floor mounted retaining brackets. Where multiple cylinders are required for the same hazard, a common manifold shall be employed. (Cylinders mounted horizontally shall be installed in accordance to the manufacturer's design manual.)
- C. On multiple cylinder arrangements (discharging into a common hazard), one cylinder shall be designated as the pilot cylinder and employ both the restorable electric and mechanical manual actuators. All remaining cylinders shall be pneumatically/back-pressure operated from the Clean Agent discharge of the pilot cylinder into the manifold.
- D. Manifoldd cylinders shall employ a flexible discharge hose to facilitate installation and system maintenance. Each cylinder on a manifold shall also include an agent check valve installed to the manifold inlet.
- E. Maximum height distance between cylinder(s) and nozzle(s) can be up to 100 ft (30.48 m) vertical. Horizontal distance is limited to hydraulic calculation.

4.2 FLOW CALCULATIONS:

- A. Computerized verification of flow calculations shall be submitted for each Clean Agent fire suppression system and include the following data as a minimum:
 - 1. Quantity of agent per nozzle
 - 2. Type of nozzle
 - 3. Pressure at nozzle (psi)
 - 4. Nozzle body nominal pipe size (inch)
 - 5. Number and size of cylinders
 - 6. Total agent
 - 7. Pipe size per pipe section

8. Pipe schedule per pipe section
9. Number, size and type of fitting per pipe section
10. Actual length per pipe section (feet)
11. Equivalent length per pipe section (feet)
12. Discharge time (seconds)

PART 5 – EQUIPMENT AND MATERIAL (MECHANICAL)

5.1 PIPE MATERIAL – CLEAN AGENT SYSTEM:

- A. System piping shall be of non-combustible materials having physical and chemical characteristics such that its integrity under stress can be predicted with reliability.
- B. As a minimum, piping materials shall be black steel pipe conforming to ASTM A-53A ERW or ASTM A-106A seamless.
- C. Under **NO conditions** shall ordinary cast iron pipe, steel pipe conforming to ASTM A-120 or ASTM A-53/A-120 be used.
- D. Piping joints shall be suitable for the design conditions and shall be selected with consideration of joint tightness and mechanical strength.
- E. As a minimum, fittings beyond the orifice union/nipple shall be black, 300lb class fittings conforming to ANSI B-16.3. **Ordinary cast iron fittings shall not be used.**
- F. The system manifold up to the orifice union nipple must be constructed of Schedule 80 piping and 2000 lb or 3000 lb forged steel fittings. Distribution piping downstream of the orifice union must be a minimum of Schedule 40 with 300 lb fittings.
- G. All piping shall comply with NFPA 2001.
- H. Piping shall be installed in accordance with good commercial practice to the appropriate codes, securely supported with UL Listed hangers and arranged with close attention to the design layout since deviations may alter the design flow performance as calculated.
- I. Piping shall be bracketed within 12 in. (0.3 m) of all discharge nozzles.
- J. All piping shall be reamed, blown clear and swabbed with appropriate solvent to remove mill varnish and cutting oils before assembly.
- K. Multi-outlet fittings other than tees shall not be permitted.
- L. Assembly of all joints shall conform to the appropriate standards. Threaded pipe joints shall utilize Teflon tape applied to the male threads only.

5.2 EXTINGUISHING AGENT:

- A. The agent shall be Clean Agent, a registered trademark.

5.3 CLEAN AGENT STORAGE CYLINDERS:

- A. Cylinder assemblies shall be of steel construction with a standard RED enamel paint finish. Each cylinder shall be equipped with a pressure seat-type valve and gauge. The system shall utilize ANSUL CV-98 valve assemblies. When the system's capacity exceeds 40 cylinders, a second pilot valve shall be provided and used for cylinder activation. Each valve shall be constructed of forged brass and shall attach to the cylinder providing a leak-tight seal.
 - 1. For 150 bar cylinders, each valve shall also include a safety pressure relief device, which provides relief at 3000 to 3360 psi (206.8 to 231.7 bar) per CGA test methods. Cylinder charging pressure is 2175 psi at 70 °F (150 bar at 21 °C).
- B. First filling of the cylinder assembly shall be by a Fire Protection Products manufacturing facility.

5.4 CYLINDER BRACKET:

- A. Each cylinder assembly shall be furnished with a bracket made from welded steel. The bracket shall hold the cylinders in a saddle with a front bracket piece that secures the cylinders. The brackets shall be modular in design to allow added bracketing or stacking of cylinders depending on installation requirements.
- B. Cylinder brackets shall be UL listed and/or FM approved for use with the Clean Agent system.

5.5 VALVE ACTUATORS:

- A. Electric valve actuators shall be of brass construction and stackable design with swivel connections to allow removal of actuators for maintenance or testing.
- B. Operation of actuators shall not require replacement of components. NO ELECTRO- EXPLOSIVE DEVICES may be used to actuate the valve assembly.
- C. Electric actuators shall be the magnetic latch, continuous duty type for 12 VDC operation.
- D. Actuation devices shall be UL listed and/or FM approved for use with the Clean Agent fire suppression system.

5.6 DISCHARGE HOSE/CHECK VALVE:

- A. When manifolding, all cylinder assemblies shall include a flexible discharge hose and check valve for connection to the manifold inlet.
- B. All hose/check valves shall be UL listed and/or FM approved for use with the CV-98 Clean Agent valve as manufactured by Tyco Fire Protection Products. (Flexible

Discharge Bend)

5.7 DISCHARGE NOZZLES:

- A. Discharge nozzles shall be of two-piece construction and sized to provide flow rates in accordance with system design flow calculations.
- B. A nozzle inlet orifice plate shall be included. The orifice size shall be determined by a computerized UL listed flow calculation program.
- C. Orifice(s) shall be machined in the nozzle body to provide a horizontal discharge pattern based upon the approved coverage arrangements.
- D. Nozzles shall be permanently marked with the manufacturer's part number. The nozzles shall be threaded directly to the discharge piping without the use of special adapters.
- E. Nozzles shall be UL listed as manufactured by Fire Protection Products.

5.8 ORIFICE UNION/NIPPLE ASSEMBLIES:

- A. An orifice union/nipple shall be included in the manifold to reduce pressure in the downstream pipe network.
- B. Orifice union/nipple assemblies shall be rated at 2000 lb Class minimum.
- C. Orifice union/nipple assemblies shall be permanently marked with the manufacturer's orifice code. The union orifice/nipple shall be threaded directly to the manifold piping without the use of special adapters.
- D. Union orifice/nipple assemblies shall be UL Listed and/or FM Approved for use with the Clean Agent fire suppression system.

5.9 SYSTEM CHECKOUT AND TESTING:

- A. The completed installation shall be inspected by factory authorized and trained personnel. The inspection shall include a full operational test of all components per the equipment manufacturer's recommendations.
- B. Inspection shall be performed in the presence of the owner's representative, or engineer's representative and/or insuring authority.
- C. All mechanical and electrical components shall be tested according to the manufacturer's recommended procedure to verify system integrity.
- D. Inspection shall include a complete checkout of the detection/control system and certification of cylinder pressure. A written report shall be filed with the owner.
- E. As-built drawings shall be provided by the contractor (2 copies) indicating the installation details. All routing of piping, electrical conduit and accessories shall be noted.

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- F. Equipment installation and maintenance manuals shall be provided in addition to the as-built drawings.
 - G. Prior to final acceptance, the contractor shall provide operational training in all concepts of the system to the owner's key personnel. Training shall consist of:
 - 1. Control system operation
 - 2. Trouble procedures
 - 3. Abort procedures
 - 4. Emergency procedures
 - 5. Safety requirements
 - 6. Demonstration of the system (**excluding Clean Agent release**)
 - H. The quantity of agent shall reflect the actual design quantity of Clean Agent.
 - I. A functional test shall be completed prior to the concentration test consisting of detection, alarm, release, accessories related to the system, control unit, and a review of the cylinders, piping, fittings, hangers, and cylinder pressure.
 - J. Concentration testing shall be performed under the supervision of the contractor's authorized personnel in the presence of the owner's representative, local authorities and any other insuring authority.
 - K. Clean Agent system test procedures shall be recommended by the equipment manufacturer and/or the Clean Agent equipment supplier.
 - L. The contractor shall provide a gas analyzer capable of automatically recording sampling points. Concentration recording shall continue until authorities are satisfied with hazard integrity or until 10 minutes have elapsed.
 - M. The sampling point(s) shall be located at a strategic area(s) but no higher than the highest combustible contents.
 - N. If the test results indicate that the design concentration was not achieved and/or held, the contractor shall determine the cause of the failure. After determination of the cause, the system shall be recharged and again placed in operation. The contractor shall only be responsible for retest based on equipment design failure.

PART 6 – WARRANTY

6.1 WARRANTY:

- A. **Environmental:** The manufacturer shall offer a 20-year warranty covering regulations banning or restricting use of the Clean Agent due to environmental issues.

- B. **Evergreen Discharge:** Replacement cost for the Clean Agent shall be covered in a 20-year discharge warranty except for the system commissioning discharge test, regardless of the cause of the fire suppression system discharge.
- C. **Components/System:** One-year warranty shall be offered for defects in workmanship and material.

4. Drawings - Not Applicable

These bidding documents includes *[insert “the following” or “no”]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nbr.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed: **As deemed necessary by the BOJ.**

PART 3 - Contract

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "GoJ" means the Government of Jamaica.
- (b) "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 things of every kind and description, whether tangible or intangible, including commodities, agricultural crops, raw materials, products and equipment; matter in solid, liquid or gaseous form; and services incidental to the supply of such things that the supplier is required to supply to the procuring entity under the Contract.
- (i) "procuring entity" means the GoJ entity purchasing the goods and related services, as specified in the SCC.
- (j) "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.
- (k) "SCC" means the Special Conditions of Contract.
- (l) "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.
- (m) "supplier" means a person, firm or entity that is registered in the Public Procurement Commission to participate in the procurement proceedings mentioned above.
- (n) "The Project Site," where applicable, means the place named in the SCC.
- (o) "in writing" means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt. "Electronic communications" means the transfer of information using electronic or similar media and the recording of information using electronic media.
- (p) "Procurement Review Board" or "Review Board" means the body established in accordance with Section 50 of the Act.

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

- 3.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 3.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.
- 3.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall
- (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
 - (b) have their bid rejected if it is determined that the bid or bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica
 - (c) risk other sanctions provided for in the Act or the regulations.
- 3.4 Furthermore, bidders take account of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

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 Nonwaiver
- (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 bidder 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 and sent to the address specified in the **SCC**.
- 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 Jamaica, 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 this matter may be commenced unless such notice is given. . Any dispute or difference in respect of which a notice of intention to commence arbitration has been given 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 any reference to arbitration herein,
- (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.

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.
- 15.3 Payments shall be made promptly by the procuring entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the supplier, and after the procuring entity has accepted it.

15.4 The currencies in which payments shall be made to the supplier under this Contract shall be those in which the bid price is expressed.

15.5 In the event that the procuring entity fails to pay the supplier any payment by its due date or within the period set forth in the SCC, the procuring entity shall pay to the supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

16 Taxes and Duties

16.1 For goods manufactured outside Jamaica, the supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Jamaica.

16.2 For goods Manufactured within Jamaica, 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 Jamaica, 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 format 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 disclose information relating to the examination and evaluation of bids other than the summary of the evaluation of bids if
- (a) non-disclosure of such information is necessary for the protection of the national interests of Jamaica; or
 - (b) disclosure of such information would be contrary to law; impede law enforcement; prejudice the legitimate commercial interests of a supplier, bidder or contractor; or impede fair competition;
- unless disclosure of that information is ordered by the Review Board or any court, and, in such case, subject to such conditions as may be specified in the order.
- 19.3 Except where information is provided or required to be published under or pursuant to a provision in this procurement process, a procuring entity shall treat applications to pre-qualify and bid in such a manner as to prevent or protect against the disclosure of their contents to competing suppliers or to any other person not authorized to have access to this information.
- 19.4 Nothing in this section shall be construed as limiting the application of any provision of any other law that restricts the disclosure of information.
- 19.5 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.
- 19.6 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the procuring entity or supplier need to share with GoJ or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.7 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.
- 19.8 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

- 20.1 The supplier shall notify the procuring entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The goods and related services supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Requirements as appended to the Contract Agreement 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 and Related Services

- 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the goods shall be in accordance with the specified Incoterms.
- 24.2 The supplier may be required to provide any or all of the following related services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start-up of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this Contract; and
 - (e) training of the procuring entity's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 24.3 Prices charged by the supplier for incidental services, if not included in the Contract Price for the goods, 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.
- 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 Jamaica 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 impedes the progress of manufacturing and/or the supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The supplier shall provide the 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 related 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 serve the supplier with notice thereof, and the supplier may at its own expense and, on behalf of the procuring entity, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. The supplier shall not bind the procuring entity to any agreement without its written approval.
- 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 part of Jamaica 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, under the laws of Jamaica 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.

[The procuring entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Clause No	
GCC 1.1(i)	The procuring entity is: <i>Bank of Jamaica</i>
GCC 1.1 (n)	The Project Site(s)/Final Destination(s) is/are: <i>Bank of Jamaica, Nethersole Place, Kingston</i>
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: Attention: Head of Procurement Street Address: Nethersole Place City: Kingston, Jamaica Telephone: 876-922 0750-9 Electronic mail address: bojtender@boj.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

	<p>impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p>Dispute Settlement</p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p>Arbitration</p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p> <p>For contracts with foreign suppliers, any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.</p>
GCC 12.1	<p>Details of Shipping and other Documents to be furnished by the supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or supplier's warranty certificate, inspection certificate issued by nominated inspection agency, supplier's factory shipping details etc.]</i>.</p> <p>The above documents shall be received by the procuring entity before arrival of the goods and, if not received, the supplier will be responsible for any consequent expenses.</p>

GCC 15.1	<p><i>[Sample provision - to be edited by the procuring entity]</i></p> <p>The method and conditions of payment to be made to the supplier under this Contract shall be as follows:</p> <p>Payment for goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (____) <i>[currency of the Contract Price]</i> in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: <i>[insert figure]</i> % of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the procuring entity. (ii) On Shipment: <i>[insert figure]</i> % of the Contract Price of the goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) On Acceptance: <i>[insert figure]</i> % of the Contract Price of goods received shall be paid within <i>[insert number]</i> days of receipt of the goods upon submission of claim supported by the acceptance certificate issued by the procuring entity. <p>Payment of local currency portion shall be made in _____ <i>[currency]</i> within <i>[insert number]</i> days of presentation of claim supported by a certificate from the procuring entity declaring that the goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for goods and Services supplied from within Jamaica:</p> <p>Payment for goods and Services supplied from within Jamaica shall be made in _____ <i>[currency]</i>, as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: <i>[insert figure]</i> % of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the procuring entity. (ii) On Delivery: <i>[insert figure]</i> % of the Contract Price shall be paid on receipt of the goods and upon submission of the documents specified in GCC Clause 12. (iii) On Acceptance: The remaining <i>[insert figure]</i> % of the Contract Price shall be paid to the supplier within <i>[insert number]</i> days after the date of the acceptance certificate for the respective delivery issued by the procuring entity.
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GCC 15.5	<p>The payment-delay period after which the procuring entity shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
GCC 17.1	<p>A performance security <i>shall not be required.</i></p> <p><i>[If a performance security is required, insert “the amount of the performance security shall be: [insert amount]</i></p> <p><i>[The amount of the performance security is usually expressed as a percentage of the Contract Price. The percentage varies according to the procuring entity’s perceived risk and impact of non-performance by the supplier. A 10% percentage is used under normal circumstances]</i></p>
GCC 17.3	<p>If required, the performance security shall be in the form of : <i>[insert “a Bank Guarantee” or ”a Performance Bond”]</i></p> <p>If required, the Performance security shall be denominated in <i>[insert “a freely convertible currency acceptable to the procuring entity” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>
GCC 17.4	<p>Discharge of the performance security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 17.4]</i></p>
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i></p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>Not Applicable</i></p>
GCC 24.1	<p>Responsibility for transportation of the goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The supplier is required under the Contract to transport the goods to a specified place of final destination within Jamaica, defined as the Project Site, transport to such place of destination in the procuring entity’s country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the procuring entity and the supplier)]</i></p>
GCC 25.1	<p>The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i></p>

GCC 25.2	The inspections and tests shall be conducted at: <i>Bank of Jamaica</i>
GCC 26.1	The liquidated damage shall be: <i>[insert number]</i> % per week
GCC 26.1	The maximum amount of liquidated damages shall be: <i>[insert number]</i> %
GCC 27.3	The period of validity of the Warranty shall be: For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>Bank of Jamaica, Nethersole Place, Kingston</i>
GCC 27.5	The period for repair or replacement shall be: <i>To be determined</i>

Section VIII. Contract Forms

Table of Forms

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Bank Guarantee for Advance Payment

1. Letter of Acceptance

[letterhead paper of the procuring entity]

[date]

To: *[name and address of the supplier]*

Subject: **Notification of Award Contract No.** *[insert number]*

This is to notify you that your bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the BDS]* for the Accepted Contract Amount of *[insert amount in words] ([insert amount in numbers])*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *[insert name of procuring entity]*.

You are requested to furnish the performance security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the performance security Form included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of procuring entity: _____

Attachment: Contract Agreement

2. 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 Jamaica, or corporation incorporated under the laws of Jamaica] and having its principal place of business at [insert address of procuring entity] (hereinafter called “the procuring entity”), 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 related services]* and has accepted a bid by the supplier for the supply of those goods and related 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 related 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 related 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 Jamaica 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]*

3. 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]*

Ref 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 as guarantor, 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. 758, 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."

4. 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]*
Ref 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 as Guarantor 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]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the Contract until *[insert date⁵]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758.

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

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."