



**Government of
Jamaica**



IDB
Inter-American
Development Bank

BIDDING DOCUMENTS

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for

Procurement of

MOBILE DEVICE MANAGEMENT SYSTEM
FOR THE
JAMAICA CONSTABULARY FORCE (JCF)

RFP No: MNS/SSP JA-L1074/2020/10/RFP-001

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Whenever there is a conflict between the provisions in the Instruction of Bidders (Section I) and the Bidding Data Sheet (Section II), the provisions in the Bidding Data Sheet shall prevail

Table of Contents

PART I. BIDDING PROCEDURES	8
SECTION I. INSTRUCTIONS TO BIDDERS	9
A. GENERAL.....	9
1. Scope of BID.....	9
2. Source of Funds.....	9
3. Fraud and Corruption and Prohibited Practices	9
4. Eligible Bidders.....	9
5. Eligible Goods and Related Services.....	10
B. CONTENTS OF BIDDING DOCUMENTS	10
6. Sections of Bidding Documents	10
7. Clarification of Bidding Documents.....	11
8. Amendment of Bidding Documents	11
C. PREPARATION OF BIDS	12
9. Cost of Bidding.....	12
10. Language of Bid	12
11. Documents Comprising the Bid.....	12
12. Bid Submission Form and Price Schedules.....	12
13. Alternative Bids	12
14. Bid Prices and Discounts.....	13
15. Currencies of Bid	14
16. Documents Establishing the Eligibility of the Bidder	14
17. Documents Establishing the Eligibility of the Goods and Related Services.....	14
18. Documents Establishing the Conformity of the Goods and Related Services.....	14
19. Documents Establishing the Qualifications of the Bidder	15
20. Period of Validity of Bids.....	15
21. Bid Security	16
22. Format and Signing of Bid.....	17
D. SUBMISSION AND OPENING OF BIDS	17

23.	Submission, Sealing and Marking of Bids	17
24.	Deadline for Submission of Bids	18
25.	Late Bids	18
26.	Withdrawal, Substitution, and Modification of Bids	18
27.	Bid Opening	18
E.	Evaluation and Comparison of Bids	19
28.	Confidentiality	19
29.	Clarification of Bids	19
30.	Responsiveness of Bids	20
31.	Nonconformities, Errors, and Omissions	20
32.	Preliminary Examination of Bids	21
33.	Examination of Terms and Conditions; Technical Evaluation	21
34.	Conversion to Single Currency	21
35.	Domestic Preference	21
36.	Evaluation of Bids	21
37.	Comparison of Bids	22
38.	Post-qualification of the Bidder	22
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	23
F.	Award of Contract	23
40.	Award Criteria	23
41.	Purchaser's Right to Vary Quantities at Time of Award	23
42.	Notification of Award	23
43.	Signing of Contract	23
44.	Performance Security	24
	SECTION II. BIDDING DATA SHEET	25
	SECTION III. EVALUATION AND QUALIFICATION CRITERIA	32
1.1.	Overall Evaluation Process	33
1.1.1.	Eligibility Requirements	33
1.1.2.	Detailed Evaluation	34
1.2.	Phase 1 – Technical Assessment of Bidder's Written Response	34
	Track Record	37
1.3.	Phase 2 – Demonstration	37

1.4.	Phase 3 – Financial Assessment	38
1.5.	Post Qualification	39
	SECTION IV. BIDDING FORMS	40
	SECTION V. ELIGIBLE COUNTRIES	48
	SECTION VI. PROHIBITED PRACTICES	50
	PART II. SUPPLY REQUIREMENTS.....	54
	SECTION VII. SCHEDULE OF REQUIREMENTS	55
	PART III CONTRACT	86
	SECTION VIII. GENERAL CONDITIONS OF CONTRACT	87
1.	Definitions.....	87
2.	Contract Documents.....	88
3.	Fraud and Corruption and Prohibited Practices	88
4.	Interpretation.....	88
5.	Language	89
6.	Joint Venture, Consortium or Association.....	89
7.	Eligibility	89
8.	Notices.....	90
9.	Governing Law.....	90
10.	Settlement of Disputes	90
11.	Inspections and Audit by the Bank	91
12.	Scope of Supply	91
13.	Delivery of Documents	91
14.	Supplier’s Responsibilities	91
15.	Contract Price	91
16.	Terms of Payment.....	91
17.	Taxes and Duties.....	92
18.	Performance Security.....	92
19.	Copyright.....	92
20.	Confidential Information	93
21.	Subcontracting	93
22.	Specifications and Standards.....	93
23.	Packing and Documents.....	94

24.	Insurance	94
25.	Transportation	94
26.	Inspections and Tests.....	95
27.	Liquidated Damages.....	96
28.	Warranty	96
29.	Patent Indemnity	96
30.	Limitation of Liability	97
31.	Changes in Laws and Regulations.....	98
32.	Force Majeure.....	98
33.	Change Orders and Contract Amendments.....	98
34.	Extension of Time	99
35.	Termination.....	99
36.	Assignment	100
37.	Export Restriction	100
	SECTION IX. SPECIAL CONDITIONS OF CONTRACT	101
	Attachment 2: Fraud and Corruption and Prohibited Practices	105
	SECTION X. CONTRACT FORMS	109
	Letter of Acceptance.....	109
	Contract Agreement	110
	Advance Payment Security	112

PART I. BIDDING PROCEDURES

SECTION I. INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of BID

- 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, 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 of are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the Inter-American Development Bank (hereinafter called “the Bank”) toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Contract), and will be subject in all respects to the terms and conditions of that Loan Contract. No party other than the Borrower shall derive any rights from the Loan Contract or have any claim to the funds.

3. Fraud and Corruption and Prohibited Practices

- 3.1 The Bank requires compliance with its policy in regard to fraud and corruption and prohibited practices as set forth in Section VI.

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Bank. Bidders from other countries shall be disqualified from participating in contracts intended to be financed in whole or in part from Bank loans. Section V of this document establishes the Bank’s member countries, as well as the criteria to determine the nationality of the Bidders and the country of origin of goods and services. The Bidders with the nationality of a Bank’s member country and the goods to be supplied under the Contract are not eligible if:
 - (a) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- 4.3 A Bidder, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions, and is that is under a declaration of ineligibility during the period of time established by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 4.4 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank's member country in accordance with Section V, Eligible Countries, except in the case indicated in Clause 4.1 (i) y (ii).
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The criteria to determine the origin of the goods and services has been established in the Section V. Eligible Countries.

B. CONTENTS OF BIDDING DOCUMENTS

6. Sections of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1	Bidding Procedures
	Section I. Instructions to Bidders (ITB)
	Section II. Bidding Data Sheet (BDS)
	Section III. Evaluation and Qualification Criteria
	Section IV. Bidding Forms
	Section V. Eligible Countries
	Section VI. Fraud and Corruption and Prohibited Practices
PART 2	Supply Requirements
	Section VII. Schedule of Requirements
PART 3	Contract
	Section VIII. General Conditions of Contract (GCC)
	Section IX. Special Conditions of Contract (SCC)
	Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. PREPARATION OF BIDS

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document required in the BDS.

12. Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

13. Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms CIP, FCA, 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.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
 - (a) For Goods of origin in the Purchaser's Country:
 - (i) the price of the Goods quoted CIP (named place of destination), in the Purchaser's country as specified in the BDS, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (b) For Goods of origin outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP (named place of destination), in the Purchaser's Country, as specified in the BDS;
 - (ii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place), if so specified in the BDS;
 - (c) For Goods of origin outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, quoted CIP (named place of destination), in the Purchaser's country, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, quoted in CIP (named place of destination), in the Purchaser's country, excluding the custom duties and other import taxes

already paid or to be paid on the Goods already imported that is obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

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

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the BDS.

15.2 The Bidder may express the bid price in the currency of any fully convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's Country.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. Documents Establishing the Eligibility of the Goods and Related Services

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

18. Documents Establishing the Conformity of the Goods and Related Services

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that

the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting

the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;
- 21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future

partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

- 21.7 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;
- the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
- 22.4 The proposal shall only be considered for evaluation if it comprises all sections **specified in the BDS**.

D. SUBMISSION AND OPENING OF BIDS

23. Submission, Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
 - (a) 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 13, in separate sealed envelopes, duly marking the envelopes as “Original” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
- 23.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the **BDS**; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

24. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the **BDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

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

26. Withdrawal, Substitution, and Modification of Bids

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

- 27.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the **BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as specified in the **BDS**.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless

the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked **“SUBSTITUTION”** shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked **“MODIFICATION”** shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

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

E. Evaluation and Comparison of Bids

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for

clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Purchaser 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.
- 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

32. Preliminary Examination of Bids

- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VII, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

35. Domestic Preference

- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the **BDS**.

36. Evaluation of Bids

- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

- 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Post-qualification of the Bidder

- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which

event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

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

F. Award of Contract

40. Award Criteria

- 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Purchaser's Right to Vary Quantities at Time of Award

- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Purchaser shall publish in UNDB online and in the Bank's website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

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

- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

44. Performance Security

- 44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II. BIDDING DATA SHEET

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Ministry of National Security
ITB 1.2	<p>The name and identification number of the ICB are: Mobile Device Management System for Jamaica Constabulary Force (JCF) – RFP – MNS/SSP JA-L1074/2020/10/RFP-001</p> <p>The number, identification and names of the lots comprising this ICB are:</p> <ul style="list-style-type: none"> • <i>Mobile Device Management System</i>
ITB 2.1	The Borrower is: <i>Government of Jamaica</i>
ITB 2.1	The name of the Project is: <i>Security Strengthening Project: Procurement of Mobile Device Management System</i>
ITB 4.1	A Bidder, and all parties constituting the Bidder, shall be nationals from member countries of the Inter-American Development Bank.
ITB 4.5	<p>Overseas and Local bidders will be required to obtain a valid Tax Compliance Letter (TCL) if selected for contract award, where any aspect of the contract will require work to be done in Jamaica. It is not required upon bid submission. For more information on acquiring a TCL please visit: http://www.jamaicatax.gov.jm.</p> <p>Overseas and Local bidders will be required to obtain Public Procurement Commission (PPC) Registration in any one of the following categories: <i>Computers & Related Services, OR Computers and Supplies, OR Information Technology Services</i>, if they are selected for contract award. It is not required upon bid submission. For more information on PCC registration, please visit: http://www.ncc.gov.jm.</p> <p>Proof of certification from manufacturer(s) to implement and support the systems being proposed OR Declaration of ownership of the software being proposed signed by a Notary Public (At the time of Bid Submission).</p>
ITB 5.1	All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank's member country.

	B. Contents of Bidding Documents
ITB 7.1	<p>ALL CLARIFICATIONS SHOULD BE DONE THROUGH THE ELECTRONIC GOVERNMENT PROCUREMENT SYSTEM (www.gojep.gov.jm).</p> <p>For assistance in regards to registration, training, access to tender document and upload of bid proposals please contact the Ministry of Finance, Procurement and Asset Policy Unit Customer Service Desk at: (876) 932-5220, 932-5246, 932-5253/932-5251/932-5244.</p> <p>Alternatively, if there are challenges accessing the e-GP system, clarification can be sent to:</p> <p>Attention: Procurement Specialist Address: Ministry of National Security Security Strengthening Project Shops 31-32 Kingston Mall, Kingston, Jamaica W.I. Telephone: (876) 922-5068 Electronic mail address: sspprocurement@mns.gov.jm E-mail Subject: <i>MNS/SSPJA-L1074/2020/10/RFP-001– Mobile Device Management System for Jamaica Constabulary Force (JCF).</i></p> <p><u>NB: Emails should only be used as SECONDARY method of clarification.</u></p> <p>Bidders Conference</p> <p>A bidder's conference will be held on November 4, 2020 at 10:00 am (UTC-5) at the Ministry of National Security, Shops 31-32, Kingston Mall, Kingston, Jamaica W.I. For vendors abroad, a conference bridge will be configured for your accommodation.</p> <p>All bidders are invited to attend with up to a maximum of two (2) representatives. In preparation of the conference, bidders should document and submit their questions to the Procuring Entity such that we may better prepare for the actual Q&A session.</p> <p>Bidders wishing to participate in the bidder's conference must confirm the above by October 30, 2020.</p> <p>The deadline for the receipt of further request for clarifications is November 25, 2020.</p>
	C. Preparation of Bids
ITB 10.1	The language of the bid is: <i>English.</i>

ITB 11.1 (h)	<p>In addition to the requirements at 11.1 above, the Bidder shall submit the following documents in its bid:</p> <ol style="list-style-type: none"> 1) Proof of certification from manufacturer(s) to implement and support the systems being proposed or declaration of ownership of the software being proposed signed by a Notary Public 2) Corporate profile including at minimum, information pertaining to the firm's history (years in business), staffing (full-time and part-time employees), location(s) and services provided and proof of registration. 3) All appropriate Bid Forms as detailed in Section IV of this document; 4) Detailed response to the requirements specified in this document; 5) Detailed proposed systems architecture; 6) Audited financial statements (2017, 2018, 2019); 7) All documentation to support your proposal.
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 15.1	The Bidder is not required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 15.2	All prices should be quoted in United States Dollars.
ITB 18.3	Period of time the Goods are expected to be functioning <i>Twenty (20) Years.</i>
ITB 19.1 (a)	Manufacturer's authorization is: " <i>required</i> ".
ITB 19.1 (b)	After sales service, warranty and maintenance is required for the software solution being proposed
ITB 20.1	The bid validity period shall be <i>One Hundred and Eighty (180)</i> days from the date of submission of the proposal.
ITB 21.1	Bid Securing Declaration is required.
ITB 21.2	<i>Not Applicable</i>
ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of One (1) year.
ITB 22.1	<i>Not Applicable</i>
ITB22.4	<p>The Bidder must adhere to the following outline indicated:</p> <p>Technical Proposal:</p> <ul style="list-style-type: none"> ▪ Section 1 – Bid Forms as required by ITB Sub- Clause 11.1; ▪ Section 2 – Compliance with Schedule of Requirements; ▪ Section 3 – Product and Bidder information and

	<ul style="list-style-type: none"> ▪ Section 4 – Additional Information <p>Section 1 of the Bidder’s proposal should comprise completed forms, given in Section IV, duly signed by an authorized representative of the Bidder. The completed proposal form will bind the Bidder to the information contained within the proposal for period defined by ITB 20.1 from the date of opening of the proposals.</p> <p>Section 2 of the proposal shall explain in detail how the system’s requirements, specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation stated. If the supporting documentation or website reference does not satisfactorily explain how the requirement is met, vendors must provide a statement for same. Failure to do this may lead to vendor being deemed non-responsive.</p> <p>The procuring entity reserves the right to reject any proposal that fails to meet all mandatory requirements stated in RFP.</p> <p>Section 3 of the proposal should include responses to the information required in ITB Clause 4. As appropriate the response should reference published material that should be enclosed with the proposal.</p> <p>Bidders shall provide a minimum of three (3) references in implementing a system of a similar nature and size as stated in this RFP. Documented proof of experience and staff qualifications to execute on the contract must be provided.</p> <p>Section 4 of the proposal should comprise any other information which the Bidder considers appropriate to include in the proposal and which is not requested in Sections 1 to 4.</p> <p>Financial Proposal:</p> <ul style="list-style-type: none"> ▪ Section 1 – Detailed Cost Proposal ▪ Section 2 – Price Schedule Form <p>Section 1 of the Bidder’s proposal should comprise a completed cost schedule as specified in this sub-section. This should include descriptions and cost of the services being proposed. The following items should be included and costs provided:</p> <ul style="list-style-type: none"> ▪ Purchase price of all Software components of the solution ▪ Installation, and Project Management costs for complete system ▪ Ongoing maintenance costs ▪ Cost of training for maintenance and administrative staff ▪ General Consumption Tax (G.C.T.) / Value Added Tax (VAT) ▪ Any additional costs and charges
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	<p>The cost schedule should include the description, model (where applicable), unit and extended cost per item, along with the subtotals and totals for all items detailed in the bid proposal.</p> <p>Section 2 – the completed price schedule form. Please see form in Section IV – Bidding Forms.</p>
	D. Submission and Opening of Bids
ITB 23.1	<p>Bids may be submitted electronically via the GOJ's e-GP system at https://www.gojep.gov.jm.</p> <p>BIDDERS ARE URGED TO COMMENCE BID UPLOAD AT LEAST FOUR (4) 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 MINISTRY OF FINANCE VIA THE CONTACT NUMBERS LISTED ABOVE</p>
ITB 23.1 (b)	<p>Bidders must register and submit their Bids electronically via the GoJ's e-GP Procurement system at https://www.gojep.gov.jm. Follow instructions detailed on the website.</p> <p>The terms and conditions of use and an operating manual of the website are provided on the web portal. <u>Instructions for bid submission are detailed in the “Instruction for Bid Preparation and Submission”</u> document found in the contract documents section of this procurement on the said web portal.</p> <p><u>The system has a total file size limit of 99MB for Bid submissions.</u></p> <p><u>The system allows one file to be uploaded. Therefore, kindly be reminded to zip or merge all relevant documents into one file, which will be uploaded to the system.</u></p> <p>It is recommended that bidders submit their bids well in advance of the deadline. This will give sufficient time to resolve technical or network issues which may prevent their bid being transmitted.</p>
ITB 23.2 (c)	<i>Not Applicable</i>
ITB 24.1	<p>Your proposal should be done in PDF format and submitted electronically via the GoJ's e-GP Procurement system at https://www.gojep.gov.jm.</p> <p>No hardcopy document should be submitted.</p> <p>The deadline for the submission of bids is:</p>

	<p>Date: Wednesday December 2, 2020 Time: 4:00:00 pm (UTC-5) All Bids MUST have the required signatures and supporting documentation.</p>
ITB 27.1	<p>Tender opening will be done electronically. An online bid opening report will be sent to all Bidders that submitted a proposal.</p> <p>The bid opening shall take place on: Date: December 2, 2020 Time: 4:15:00 pm</p>
	E. Evaluation and Comparison of Bids
ITB 34.1	<p>Bid prices expressed in different currencies shall be converted to: <i>United States Dollars.</i></p> <p>The source of exchange rate shall be: <i>Bank of Jamaica Average Selling Exchange Rate.</i></p> <p>For Evaluation – <i>Date of Bid Opening</i> For Payment – <i>Date of Payment</i></p>
ITB 35.1	Domestic preference <i>shall not</i> be a bid evaluation factor.
ITB 36.3(a)	<p>Evaluation will be done for the entire solution. The procuring entity will seek to determine the lowest-evaluated solution.</p> <p>A responsive bidder is defined as a bidder who is substantially responsive to the requirements as detailed in the evaluation criteria.</p>
ITB 36.3(d)	<i>Not Applicable</i>
ITB 36.6	<i>Not Applicable</i>
	F. Award of Contract
ITB 40.1	<p>Subject to the assessment of the proposals, the purchaser will award the contract to the vendor whose proposal has been determined to be substantially responsive to the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission and has lowest evaluated bid price, provided that the Bidder is found to be qualified to perform the Contract in accordance with Post-qualification requirements stated below.</p> <p>The financial capacity of the bidders to supply the goods proposed will also be assessed to determine if the bidder is qualified to perform the contract satisfactorily.</p>

	<p>Negotiations may be held at an agreed date and address with the preferred bidder. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a Contract.</p> <p>Negotiations will include a discussion of the Technical Requirements, and the Service Level Agreement, and any suggestions made by the Bidder to improve the Terms of Reference. All documents finalized by Procuring Entity and the bidder will then be incorporated in the Contract as "Description of Service".</p> <p>Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Entity and the Bidder will initial the agreed contract. If negotiation fail, the Procuring Entity will invite the Bidder whose Proposal received the second highest score to negotiate a Contract.</p> <p>After completing negotiations, the Procuring Entity shall award the Contract to the selected Bidder. The Procuring Entity shall promptly notify all Bidders who have submitted proposals.</p>
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: <i>10%</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>25%</i></p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

1. Evaluation Criteria (ITB 36.3)

This section describes the approach that the Purchaser will adopt during the evaluation of proposals and the level of input that Bidders will be expected to provide during this period. This section also identifies the evaluation timetable and describes the process for awarding a contract.

1.1. Overall Evaluation Process

The Bidders' proposals shall be evaluated in two (2) steps. A preliminary evaluation that shall entail an examination of the bid document to determine adherence to eligibility requirements outline in section 1.1.1. below and a Detailed Evaluation in 1.1.2.

1.1.1. Step One (1) - Eligibility Requirements

1. To establish eligibility all Bidders invited to bid must comply with the following criteria at the time of bid submission:
 - a) Proof of certification from manufacturer(s) to implement and support the systems being proposed.
 - b) Signed Bid Submission Form.
 - c) A Bidder, and all parties constituting the Bidder, shall be nationals of member countries of the IDB.
 - d) Signed Bid Securing Declaration
2. Only bids that satisfy the eligibility requirements will be short-listed for detailed evaluation in the second phase. The bids that do not satisfy the eligibility requirements will be deemed as ineligible and will be disqualified from further evaluation.

1.1.2. Step Two (2) - Detailed Evaluation

3. In this phase of the selection process, the Purchaser shall compare and evaluate all substantially responsive shortlisted bids based on the Bidder's compliance with services required.
4. The Bidder's proposal shall be evaluated in three (3) phases:
 - **Phase 1** is the Technical Evaluation of the bidders' written responses
 - **Phase 2** is a Vendor Presentation
 - **Phase 3** is the Financial Assessment

The outcome of **Phase 1 and 2** will be determined based on the requirements as set out in Phase 1 and 2 Evaluation Structure below.
5. Only the top three (3) qualified bidders with the highest score from **Phase 1** will be invited to participate in **Phase 2** of the evaluation.
6. All offers that comply with all instructions given in this document will be ranked according to the following weightings:
 - Bidder's Technical Response – 60%
 - Vendor demonstration – 40%
7. This involves the evaluation of both the bidder's functional and non-functional written responses. The evaluation of bids shall take into account the bidder's track record (experience and quality of work force):

A bid score (S) is calculated based on each responsive bid using the formula below:

$S = \frac{T_s}{T_p} * T + \frac{D_s}{D_p} * D$

Where:

- S = Total Technical Assessment Score
- T_s = Sum of T_{ws} across all categories (see Clause 11 below)
- T_p = Maximum allocated score for Bidder's Written Response
- T = Weight of Technical Evaluation of Technical Response
- D_s = Vendor demonstration score (see Clause 14 below)
- D_p = Maximum allocated score for Vendor Demonstration
- D = Weight of Vendor Demonstration Score

1.2. Phase 1 –Assessment of Bidder's Technical Response

8. In **Phase 1** of the selection process, the Purchaser shall compare and evaluate all substantially responsive, short-listed bids on the following basis:

The determination shall be based on the Bidder's fulfillment of the following four (4) categories:

- a) **Functional and Non-Functional Requirements**
- b) **Design and Customization**
- c) **Relevant Experience, Client References & Track Record**
- d) **Quality Assessment**

REF	DESCRIPTION	WEIGHT
	<u>Phase 1 – Technical Assessment</u>	
a.	<u>Functional & Non-Functional Requirements</u>	
	Functional Requirements	45
	Non Functional Requirements	20
b.	<u>COTS Design based on overall evaluation of the Schedule of Requirements with emphasis on the Service Requirements.</u>	
	The overall evaluation of Section VI – Schedule of Requirements	15
c.	<u>Relevant Experience, Client References & Track Record</u>	
	The Bidder should comment and provide evidence by supplying verifiable client information on the number of implementations of their Mobile Device Management System COTS solution on the recommended hardware and software platform.	15
d.	<u>Quality Assessment</u>	
	Assessment of the quality of the vendor's product development & implementation methodology.	5
TOTAL TECHNICAL QUALITY ASSESSMENT		100

9. Response scores to each function and non-functional requirements are assigned as follows:

	Maximum Points Allocation					
	Critical		Required		Desired	
	Functional	Non-Functional	Functional	Non-Functional	Functional	Non-Functional
Fully Compliant	10	7	8	6	3	3

	Maximum Points Allocation					
	Critical		Required		Desired	
Partially Compliant	6	5	5	4	2	2
Compliant with Customization	3	3	3	2	1	1
Non-Compliant	0	0	0	0	0	0

F – Fully Compliant: this feature is presently available in the software.

P- Partially compliant: this feature is not available in its entirety in the current version of the software, but is likely to be included in the future. An explanation of what exactly is currently available should be provided in the ‘Remarks/Cross Reference’ column.

C – Compliant with customization: the feature is not present in the software and there are no plans to include it in the future. A cost of the customization should be provided, along with an explanation.

N – Not available: the feature is not present in the software and there is no likelihood of it being made available, even by customization.

10. The bidder’s Technical Quality Score for written response (across all categories) is the sum of the Technical Score for each category.
11. The Technical Weighted Score (Tws) for each category in the bidder’s written response will be calculated as follows:

$$Tws = Tbs / Tsm_{\max} * Cw$$

Where:

Tbs = bidder’s total score for a category

Tsm_{max} = the maximum allocated score for a category

Cw = the weight assigned to a category

12. The bidder’s Technical Weighted Score (Ts) for written responses across all categories is the sum of the Tws for each category.
13. Only the top three (3) highest scoring proposals will be shortlisted for Phase 2 of the detailed evaluation. The purchaser reserves the right to disqualify or reject any bid that failed to make the top three (3). If two (2) bids qualify for third place then both bids will be shortlisted for Phase 2, Vendor Presentation.

Track Record

14. The evaluation of bids shall take into account the cost and the bidder's track record (experience and quality of work force).
15. **Track Record:** This is based on vendors assessed competence by the purchaser in the areas of installation practices, ability to maintain/provide goods/services sold (e.g. number of trained staff et al) and past performance where applicable for this type and class of equipment/service.

Track Record	%	Not Known	Know and Excellent	Known & Average	Known & Poor
Trained Staff	50	5.00	10.00	7.50	2.50
Past Performance	50	5.00	10.00	7.50	2.50

1.3. Phase 2 – Demonstration

16. In Phase 2 of the selection process, the vendors will be invited to conduct a demonstration of their proposed solution. Bidders will be evaluated upon their ability to meet the functional requirements outlined in each respective products capability showcase.

Criteria	Description	Weight
Capability Demonstration	Bidder's actual capability to execute on the functional requirements via use cases ¹ .	40%

17. Demonstrations will be conducted at the bidder's expense and can be conducted remotely or on premises.
18. Shortlist bidders will be given approximately three (3) weeks to prepare their demonstration.
19. Shortlisted eligible bidders will be given four (4) hours to present a demonstration of their solution. A demonstration guideline/script will be provided to each bidder listing the objectives of the demonstration and expected outcomes.
20. Validation –During the presentation, each bidder is also requested to provide a brief overview of their upcoming product roadmap as well as solutions options, operations support, support services, reporting implementation approach and commercial considerations. The presentation is also meant to reinforce key responses as outlined in the bidder's written submissions.
21. Demonstration guidelines will be provided when the demo schedule is confirmed.

NB: Adjustments to the Functional Capabilities score may be made based on findings during the demonstration.

¹ The use cases or scripts will be issued to only the shortlisted Bidders (phase 2) for preparation of their demo presentation.

1.4. Phase 3 – Financial Assessment

22. The top three responsive bidders with the highest combined score from the detailed evaluation (Phase 1 score + Phase 2 score) will advance to the Financial Assessment.
23. The financial evaluation will be based on life-cycle costs inclusive of customization costs and maintenance costs over a period of three (3) years.
24. Only the bid with the highest combined score will be examined to determine whether it is complete, free from any computational errors and whether the price schedule is generally in order. Arithmetical errors will be rectified on the following basis:
 - a) If there exists a discrepancy between the product of the unit price and the quantity on one hand and the corresponding price entered in the schedule on the other, the unit price will prevail and the corresponding total price (extended price) will be corrected;
 - b) If there exists a discrepancy between the sum of individual prices and the corresponding total price entered in the proposal, the individual prices will prevail and the total price will be corrected;
 - c) If there exists a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error in which case the amount will prevail subject to (a) and (b) above.
25. The Bidders shall also demonstrate to the satisfaction of the Procuring Entity, that it, has adequate sources of finance to meet the cash flow requirements on ICT System currently in progress and for future contract commitments.
26. The audited financial statements for the last three (3) years (2017, 2018, 2019) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.
27. Minimum average annual turnover of at least the amount stated in the Bidder's total bid price for the last three (3) years.
28. The Bidder should make preparatory arrangements to ensure that Bidder's staff is available to assist the Purchaser during the evaluation process.
29. If the successful Bidder with the lowest evaluated bid price (that is the bid that is substantially responsive and has the lowest evaluated bid price) refuses to accept the correction of errors, its bid shall be disqualified. In the event of disqualification of the bid, the Purchaser shall proceed to the second highest evaluated bid score and follow the same procedure as above.
30. All contact between the Bidder and the Purchaser during the evaluation period should be initiated by the Purchaser. Any unsolicited contact initiated by the Bidder during this period may be construed as an attempt to influence the Purchaser's evaluation and may result in the Bidder's proposal being rejected.
31. Subject to the assessment of the proposals, the purchaser will award the contract to the vendor whose proposal has been determined to be substantially responsive and has lowest evaluated

bid price, provided that the Bidder is found to be qualified to perform the Contract in accordance with Post-qualification requirements stated below.

32. For evaluation and comparison purposes, the procuring entity shall convert all bid prices expressed in amounts in various currencies to United States Dollars, using the exchange rates established by the Bank of Jamaica www.boj.org.jm on the date of bid closing.
33. Domestic Margin of Preference (DMP) shall not be a factor in bid evaluation.
34. The procuring entity will not grant a Special and Deferential Treatment Measure (SDTM) to an ICT System manufactured in Jamaica for the purpose of bid comparison.

1.5. Post Qualification

35. Post Qualification shall be based on the evaluation of technical and financial worth to include risk assessment of the highest ranked bidder i.e. quality projects executed, quality of sub-contractors/Joint Venture, list of technical and other staff for the assignment, similarity of other assignments, successful completion of other assignments, issue management, must be a going concern, history of litigation and outcomes, financial stability and capacity to execute the project, regional experience, conflict of interest, history of non-performing contracts, other ongoing projects, etc.
36. The Procuring Entity may request additional information from the bidder to support the post qualification assessment. Failure to provide the information may result in the rejection of the Bidder's bid.
37. If based on the assessment of the post-qualification team, the claims and credentials in the Bidder's proposal are found to be grossly divergent from the Bidder's Claims in the proposal, any clarifications, demonstration and/or site visit findings, the Bidder may be deemed non-responsive. If deemed non-responsive, the Procuring Entity will move to the next ranked Bidder and repeat the post qualification process.
38. The qualification of the highest scored/ranked bidder shall be checked to ensure whether or not the bidder is qualified to perform the assignment.

39.

SECTION IV. BIDDING FORMS

Bidder Information Form 41

Joint Venture Partner Information Form 42

Bid Submission Form 43

Price Schedule Form 45

Bid-Securing Declaration 46

Manufacturer’s Authorization 47

Past Contract ReferencesError! Bookmark not defined.

Bidder Information Form

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

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

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

Page _____ of _____ pages

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

Joint Venture Partner Information Form

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

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

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

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's 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. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

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

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

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

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

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

To: *Ministry of National Security*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:
 - Discounts.** If our bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
 - Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) We have do not have any outstanding sanctions from the Bank or any other International Financial Institution.
- (k) We will use our best efforts to assist the Bank in any investigation.
- (l) 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 the country of the Client.

- (m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

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

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

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

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

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

Dated on *[insert date of signing]*

Price Schedule Form

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

Item Number	General Product or Service Description	Name of the Product	Purchase Cost (Including 3 year maintenance cost)	Estimated Maintenance Cost per year after 3 rd Year	Purchase Cost plus Estimated Maintenance over 7 Years ²
1	Mobile Device Management System COTS Product				
2	Any Additional COTS Products				
3	Cost of Database System				
4	Operating System and all other utility program				
5	Cost of Installation of Base Products and Database				
6	Cost per type of license per Mobile Device Management System component ³				
7	Cost of services for design of implementation architecture				
8	Training as in proposal				
9	Any additional Costs				
TOTAL COST =					

² Estimated Maintenance over 7 years = Estimated Maintenance per year x 7.

³ Please include a breakdown of the type of licenses proposed and the associated costs.

Bid-Securing Declaration

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

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

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

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

To: *Ministry of National Security*

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 Purchaser for the period of time of *one (1) year* starting on *date of withdrawal in the case of clause (a) below OR date of contract award in the case of clause (b) below*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser 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 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

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

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

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

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

To: *Ministry of National Security*

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 28 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]*

Dated on *[insert date of signing]*

SECTION V. ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

List of Member Countries and Territories when the Inter-American Development Bank is financing:

Argentina, Austria, Bahamas, Barbados, Belgium, Belize, Bolivia, Brazil, Canada, Colombia, Costa Rica, Chile, Croatia, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Guyana, Haiti, Honduras, Israel, Italy, Jamaica, Japan, Mexico, Netherlands, Nicaragua, Norway, Panama, Paraguay, People's Republic of China, Peru, Portugal, Republic of Korea, Slovenia, Spain, Suriname, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, Uruguay and Venezuela.

Eligible Territories

- a) Guadeloupe, French Guiana, Martinique, Reunion – as Departments of France
- b) U.S. Virgin Islands, Puerto Rico, Guam – as Territories of the USA
- c) Aruba – as a constituent country of the Kingdom of the Netherlands; and Bonaire, Curacao, Saint Marten, Saba, St Eustatius – as Departments of the Kingdom of the Netherlands
- d) Hong Kong – as a Special Administrative Region of the People's Republic of China

Nationality and origin of Goods and Services Criteria

These policy provisions make it necessary to establish criteria to determine: a) the nationality of the firms and individuals eligible to bid or participate in a bank-financed contract and b) the country of origin of goods, and services. For these determinations, the following criteria shall be used:

A. Nationality.

- (a) An individual is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
is a citizen of a member country; or
has established his/her domicile in a member country as a “bona fide” resident and is legally entitled to work in the country of domicile.
- (b) A firm is considered to have the nationality of a member country if it meets the two following requirements:
is legally constituted or incorporated under the laws of a member country of the Bank; and
more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.

All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.

B. Origin of Goods.

Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser.

For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

C. Origin of Services.

The country of origin of services is that of the individual or firm providing the services as determined under the nationality criteria set forth above. These criteria apply to services ancillary to the supply of goods (such as transportation, insurance, erection, assembly, etc.), to construction services and to consulting services.

SECTION VI. PROHIBITED PRACTICES

Prohibited Practices

The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank⁴ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.

- (a) The Bank defines, for the purposes of this provision, the terms set forth below:
 - (i) A "corrupt practice" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - (v) An "obstructive practice" which is:
 - a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any

⁴Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

- party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1 (f) below.
- (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:
- (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
 - (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behavior;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated⁵ sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants,

⁵A nominated sub-consultant, sub-contractor, supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed action taken in response to a violation of an IFI’s applicable framework for addressing allegations of Prohibited Practices.

- (f) The Bank requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
- (g) If the Borrowers procures goods or services, works or consulting services directly from a specialized agency, all provisions under Section VI regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank’s list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

1. By submitting bids Bidders represent and warrant:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or principal shareholders have been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).

PART II. SUPPLY REQUIREMENTS

SECTION VII. SCHEDULE OF REQUIREMENTS

Contents

1. TERMS OF REFERENCE.....	56
2. DELVERIABLES	60
3 FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS.....	64
3.1 FUNCTIONAL REQUIREMENTS.....	65
3.2 NON-FUNCTIONAL REQUIREMENT.....	68
3.3 SERVICE REQUIREMENTS.....	68
3.4 QUALIFICATION REQUIREMENTS	83

1. TERMS OF REFERENCE

1.1. BACKGROUND

The Jamaica Constabulary Force

The Jamaica Constabulary Force (JCF) is the only police force of the island⁶ of Jamaica and its bordering territories. Currently, the JCF is responsible for the maintenance of law and order, the prevention and detection of crime, the investigation of alleged crimes, the protection of life and property and the enforcement of all criminal laws as defined by the Jamaican penal code. In addition to this, the JCF is tasked with providing general assistance to the public as needed. By adhering to the [Citizens' Charter](#), the JCF aspires to serve the citizens of Jamaica through impartial and transparent enforcement of law and order.

The mission of the JCF is to Serve, Protect and Reassure the people in Jamaica through the delivery of impartial and professional services aimed at the maintenance of law and order; protection of life and property; prevention and detection of crime; and the preservation of peace.

Over time, the JCF aims to evolve into a high quality professional service that is valued and trusted by all the citizens of Jamaica which can only be achieved through the improvement in the quality of its service delivery and the satisfaction of its internal and external customers.

1.2. PURPOSE

As the Jamaica Constabulary Force (JCF) seeks to improve and modernize its service offerings and operations through the implementation of a Station Records Management System and a Case Management System, both of which are mobile compatible and offer Police Officers the chance to use the systems in the field, the need now exists to manage mobile devices that will be distributed to Police Officers in order for them to effectively execute their duties. The JCF is currently without the use of a Mobile Device Management System that will allow them to monitor and manage devices issued to or used by Police Officers. Should this problem remain unaddressed with the implementation of these new systems, mobile devices for official use will remain unsecured thus rendering sensitive information vulnerable to unauthorized access as well as exposure to malware which can lead to a host of service based cyber-attacks on the JCF.

Mobile Device Management Systems offer benefits including but not limited to remote management of devices; irrespective of platform or operating system, bring your own device support; which limits expenditure by allowing officers to use their own devices, while maintaining information security, increased network security through encryption and containerization

⁶ Jamaica is referred to as an archipelagic state, because there are other bordering territories that the JCF has responsibility for.

practices, and reduced IT needs; limiting the occurrence of Police Officers handing off their devices for tech support which limits their ability to execute their duties or update the systems while in the field. The System also aids in offsetting outsourcing costs by allowing the JCF to manage and monitor their own devices without the need for external expertise and intervention.

The Mobile Device Management System will provide a hub for the IT Unit of the JCF to view all devices on the network, including device locations, active and inactive users and other relevant information which can be crucial in assisting with decision making and operations. This centralized approach also offers the benefit of updating the devices with the necessary protocols and settings, which can be done with very limited disturbance to job functionality.

1.3. PROJECT OBJECTIVE

The main objective of the project is to contribute to an increase in the conviction rate for murders in Jamaica. To further understand this objective, and to discuss its achievement, it has been broken down into 3 specific objectives listed below.

- **Component 1: Violent Crime Prevention and Management**
 - Specific objective: To assist in the reduction of the rate of murders in the country
- **Component 2: Investigative capabilities for violent crimes**
 - Specific objective: To increase the proportion of police investigations of murders that result in prosecution
- **Component 3: Change Management and Training**
 - Specific objective: The training of police officers in the use of technology in crime fighting.

As part of component 2 and in support of component 1, the Jamaica Constabulary Force (JCF) is seeking a Mobile Device Management System to manage the mobile devices issued to Police Officers. The Mobile Device Management will:

- i. Improve the JCF's ability to manage and prevent crime through the management of its mobile devices
- ii. Improve the JCF's accessibility to their Enterprise Data and Software, which will aid in the prevention and detection of crime.
- iii. Improve the JCF's administrative capability through optimized processes.
- iv. Enhance data collection capabilities towards maintaining law and order.
- v. Develop the security framework behind JCF's Enterprise Software.
- vi. Allow the JCF to effectively manage the mobile devices assigned to Police Officers

1.4. PROJECT SCOPE

Included in Scope

- The management of mobile devices owned by the JCF, and registered on the JCF network.
- The management of BYOD registered on the JCF network.

Excluded from Scope

These requirements will not include:

- Functional requirements related to the Case Management and Station Records Management Systems

Constraints

The requirements as articulated herein will not have details on the following:

- Detailed technical requirements for the platform and IT infrastructure upon which the Mobile Development Management System will run. This will allow for solution to be sought on any number of technology platforms that will be able to fit into the JCF Technology framework and strategy.
- Detailed Reporting and analytical requirements. The detailed specification of reports and analytics will be developed as part of the implementation phase and will not be included here.

The development of the requirements is based on the information in the public domain and from the working groups identified for inclusion in the project.

The scope of the full implementation of the Mobile Device Management System will include:

1. **Full Project Management** support.
2. **Problem Analysis Support/Requirement Gathering** - which involves mapping the JCF requirements to an appropriate system. This activity will result in a detailed technical proposal which when accepted by JCF will form the blueprint of the contract and the execution of the project.
3. **Supply and Implementation of JCF system** - which includes the supply of application software, specifications for the required hardware and the installation of the software. JCF expects the bidder to propose the hardware configurations required to implement their proposed solution.

4. **Building and Configuration** - which will include all coding and configuration activities to effect enhancements, interfaces and business logic (procedures) to ensure that the system fulfils the JCF's needs.
5. **System testing** - which will begin once the data setup and configuration are complete. Testing will be executed to validate decisions, assumptions and accuracy of the setup and to ensure that JCF's business objectives are met.
6. **User Training** - for trainers in use of core application and procedures based on related business processes. System administrators should be trained to provide administrative support to users, which include but is not limited to configuration/customizations, user account administration and backup.
7. **Operational Acceptance** – JCF with the full cooperation of the vendors shall conduct tests to ascertain whether the system is able to attain the functional and technical (performance) requirement specified in this document.

2. DELIVERABLES

The following breakdown of the requirements provides a guideline to facilitate consistency in the proposals submitted by bidders. This will be further refined by the selected vendor.

2.1. PROJECT MANAGEMENT

The vendor will need to establish a project management framework in which all aspects of the project can be planned, managed and monitored. The vendor will appoint a Project Manager (PM) who will manage the entire project from start until final acceptance is achieved. The PM will work closely with an appointed “SSP Project Lead” who will communicate regularly with the SSP’s executive project sponsors for decisions and support. During the project definition phase, the vendor and SSP shall refine the project organization, which will define the project roles of the vendor and SSP’s staff.

Quality control will be an integral part of the project and as such the PM will continuously ensure that project progresses according to plan, specification and to the satisfaction of JCF. There will be weekly progress meetings to review the status of the project and to address any specific issues related to the project life cycle.

2.2. REQUIREMENT ANALYSIS

Included in this document is the SSP’s preliminary list of requirements which was compiled from interviews with the key stakeholders. The successful vendor will conduct more detailed requirement analysis. This will be done to determine the specific feature expectations of the users. The output of this phase is the formalization of the systems requirement specification in a report format for sign off by the SSP’s Project Sponsor. A required output of this phase is a “User Requirements Document”.

2.3. DOCUMENTATION

The vendor will be required to provide comprehensive documentation throughout the life of the project. The minimum documentation that the SSP expects of the vendor is as follows:

- Document 01 - All Project Management Documentation (example Risk Management Plan, Work Breakdown Structure, Risk Register, Communication Plan, etc.);
- Document 02 - User Requirements Document;
- Document 03 - Detailed System Specifications Document (including Data Dictionary);

- Document 04 - Technical Manual (including system operation and maintenance;
- Document 05 - User Manuals (including Online/Video Tutorial accessible within the application);
- Document 06 - Training Material;
- Document 07 - Bi-weekly Status Report summarizing: activity accomplished; and deviations from schedule and Corrective actions.

2.4. SUPPLY AND IMPLEMENTATION OF BASE SYSTEM

The vendor will be required to provide the following:

- All software and associated licenses needed to ensure full implementation of the system, including operating system and middleware. Where applicable, the vendor must make use of any existing enterprise agreements between the SSP and commercial software vendors, to reduce procurement costs.
- Proof that they have the requisite personnel to provide technical and implementation support. It is expected that the vendor will have a local support office during and after implementation.
- The latest version of the product.
- The system shall not be at the end of its life cycle. The vendor must prove that the product is part of its latest product line, or guarantee an automatic upgrade of current product to the latest product line at no additional cost during warranty period or where a maintenance agreement is in place.

The vendor is expected to provide information regarding the hardware and network requirements (within the existing platform) needed to implement the system. The requirements should include CPU, memory storage and bandwidth requirements, etc. with consideration to the present and future volume estimates, current technology, and path for upgrade/growth.

2.5. BUILDING AND CUSTOMIZATION

During this stage the vendor will perform customization of base systems. The preferred approach is that the application will be highly configurable, thus requiring minimal or no customization.

The activities will include:

- Definition of database schema
- Modification of system setup

- Modification of system views/dashboard
- Modification of code
- Development and unit testing of new modules
- Revision of code and customization as a result of testing
- Development and implementation of standard reports and queries
- Implementation of business process/workflows

2.6. TRAINING

The provider of the system must submit along with the system, a detailed training plan which outlines the development path towards the eventual use of the proposed system. The training plan should cover:

- Handholding training at the start of operational phase;
- System Administration training;
- Train the trainer for use and customization/configuration of the system;
- User training.

The provider of the system should also execute training in a timely manner. Vendors are required to indicate the typical number of participants allowed per training session. SSP wishes to have five (5) trainers trained during this phase. Training for the general user population will be done by personnel where delivery can be face-to-face or through web conferencing or other means. However, training material prepared by the vendor must also be available as video and document tutorials.

2.7. TRANSITION AND OPERATION SUPPORT

During this phase the project team will deploy the finished application within the organization. The vendors will be required to provide handholding support during this period. It is within this stage that:

1. Users will start the use of the system in an operational mode;
2. Operation starts in a production environment;
3. Information will be validated, verified and updated until an acceptable level of accuracy is attained;
4. Documentation is finalized.

This marks the last phase of the implementation and the beginning of post implementation support.

2.8. OPERATIONAL ACCEPTANCE

JCF with the full cooperation of the vendors shall conduct tests to ascertain whether the system is able to attain the functional and performance requirement specified in this document. Acceptance testing will take place once the system has been installed. The objective of the system testing will be to establish that:

- All software has been delivered and is working to the JCF's satisfaction.
- All functions specified in the tender and final project plan (prepared by vendor) are present and are working as described.
- Data can be loaded into the system.
- All documentation provided is complete and consistent with that described in the tender.

2.9. POST IMPLEMENTATION SUPPORT

JCF will require the vendor to provide maintenance/support beyond the warranty period and a copy of the vendor's standard maintenance agreement should be included in their proposal.

3 FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

Outlined below are the functional and non-functional requirements gathered by SSP-JCF's project team. This can be further refined by the vendor.

A detailed description of the essential technical and performance characteristics of each component making up the Information System must be done in the table below. Commentary on the Purchaser's Technical Requirements, demonstrates the responsiveness of the Information System offered to those requirements.

In demonstrating responsiveness, the commentary shall include explicit cross reference to catalogues, technical specifications or other pre-printed materials submitted with the bid.

The **priority** column in the requirements table below is defined as follows:-

C – critical: this feature is a critical requirement and applications not offering this feature or a feature that is equivalent, even after modification, are likely to be eliminated from further consideration.

R – required: this feature is required to support JCF operations. However, a package would not necessarily be eliminated from further consideration if the feature was not available.

D – desired: this feature is not necessarily required to support JCF operations, but would be a nice feature to have.

The vendor is also required to complete the '**Availability**' section by placing one of the following values in the column:-

A – available: this feature is presently available in the software

P- partly available: this feature is not available in its entirety in the current version of the software, but is likely to be included in the future. An explanation of what exactly is currently available should be provided in the '*Remarks/Cross Reference*' column.

C – available with customization: the feature is not present in the software and there are no plans to include it in the future. A cost of the customization should be provided, along with an explanation.

N – not available : the feature is not present in the software and there is no likelihood of it being made available, even by customization.

Detailed responses may be required for many of the requirements statements in order to fully demonstrate compliance. Without providing sufficient clear detail, Bidders run the risk of their bids being declared non-responsive. In all such cases, a brief response must be provided in the proper order and format which may refer, in a clear and simple manner, to the appropriately

labelled detailed information. All standard pre-printed brochures, specifications, marketing materials, etc. must be organized and presented separately.

3.1 FUNCTIONAL REQUIREMENTS

Ref. No.	Description	Priority (C/R/D)	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross Reference
FR01.01.00	The system must restrict the installation of unauthorized applications on mobile devices on the network	C		
FR01.02.00	The system must execute authorized processes only.	C		
FR01.03.00	The system must be flexible to support Bring Your Own Device (BYOD) policies by providing a mechanism to manage enterprise applications and resources that are shared to users who are equipped with their personal devices.	C		
FR01.04.00	The system must separate corporate data from personal apps under BYOD	C		
FR01.05.00	The system must facilitate the registration of mobile devices on the network	C		
FR01.06.00	The system must facilitate the removal of mobile devices and their respective users from the network.	C		
FR01.07.00	The system must provide customizable reports to include, but not limited to the following:			
FR01.07.01	- All enrolled devices by Manufacturer, Make, Model and Operating System platform	C		
FR01.07.02	- Statistics to show device activity to determine usage of mobile devices to support operational activities	R		
FR01.07.03	- List of installed applications on a mobile device	C		

FR01.07.04	- Alerts and notifications to be triggered based on configuration parameters such as a device being inactive for an amount of days, as specified by the JCF	R		
FR01.07.05	- Email notifications on new device enrolment	R		
FR01.07.06	- Reporting dashboards to provide graphical reporting functionality such as the generation of bar graphs, pie charts etc	C		
FR01.08.00	The system must alert System Administrators of restriction breaches	R		
FR01.09.00	The system must be able to remotely disconnect/ remove unauthorized users from the network.	C		
FR01.10.00	The system must be able to remotely disable unauthorized applications on JCF mobile devices on the network.	C		
FR01.11.00	The system must facilitate GPS functionality for devices on the network	C		
FR01.12.00	The system must display a log of registered devices on the network. Information must be displayed as follows:	C		
FR01.12.01	- Name of Device	C		
FR01.12.02	- Serial Number/IMIE of Device	C		
FR01.12.03	- User Assigned	C		
FR01.12.04	- Date Assigned	C		
FR01.12.05	- Location of Device	C		
	- Status (Company Issued/BYOD)	C		
FR01.13.00	The system must be able to block access to specified internet sites on mobile devices	D		
FR01.14.00	The system must be able to provide an inventory of the software installed on mobile devices	C		
FR01.15.00	The system must support the locking of the bootloader in order to restrict	C		

	alteration of the mobile device firmware, particularly for Android devices			
FR01.16.00	The system must provide a timestamp of the last communication/report from a mobile device to the MDM platform	C		
FR01.17.00	The system must support geolocation features, where the location of a device can be overlaid on a map.	C		
FR01.18.00	The system must have the capability to send messages to a mobile device or group of devices	C		

3.2 NON-FUNCTIONAL REQUIREMENT

Vendors are free to propose the most cost-effective technology platform upon which their proposed Mobile Device Management System will run, provided it complies with the JCF's technology requirements specified below.

Bidders are encouraged to propose the solution that will best meet all requirements.

Suppliers must clearly state any specific prerequisites, especially technical ones that must be addressed for the required functionality of the proposed solution, even if it is deemed not in scope by this document

Ref. No.	Description	Priority (C/R/D)	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross Reference
	Security/ User Management			
NF01.01.00	The system must provide access to enterprise software based on user type	R		
NF01.02.00	The system must manage and enforce password policies	R		
NF01.03.00	Passwords must be encrypted with hashing as well as salting	C		
NF01.04.00	Passwords must expire at regular intervals requiring the user to change the password	R		
NF01.05.00	The system must transmit all user data across the network with Asymmetric end to end encryption	R		
NF01.06.00	The system must provide remote data wiping to prevent unauthorized access	C		
NF01.07.00	The system must restrict access to unauthorized users based on security configurations on the network	C		
NF01.08.00	The system must restrict access to sensitive information to authorized users.	C		
	Audit Log Requirements			
NF02.01.00	The system must be able to log and record user activities, exceptions, and information security. These events must be produced and kept for an	C		

	agreed period to assist in future investigations and access control monitoring. The system must provide:			
NF02.01.01	- User IDs;	C		
NF02.01.02	- Dates, times, and details of key events, e.g. log-on and log-off;	D		
NF02.01.03	- Terminal identity or location if possible;	D		
NF02.01.04	- Records of successful and rejected system access attempts;	D		
NF02.01.05	- Records of successful and rejected data and other resource access attempts;	D		
NF02.01.06	- Changes to system configuration;	C		
NF02.01.07	- Use of privileges;	D		
NF02.01.08	- Use of system utilities and applications;	D		
NF02.01.09	- Files accessed and the kind of access;	D		
NF02.01.10	- Network addresses and protocols;	D		
NF02.01.11	- Generated reports and tracked activity	R		
NF02.03.00	The system must maintain the following for all reference and transaction records created:			
NF02.03.01	- Date created	D		
NF02.03.02	- Time created	D		
NF02.03.03	- User Login-ID	D		
NF02.03.04	- User Login-ID	D		
NF02.04.00	The system must display the following information on completion of a successful log-on for each user:			
NF02.04.01	- User Login-ID	D		
NF02.04.02	- Date and time of the previous successful log-on	D		
NF02.04.03	- Details of any unsuccessful log-on attempts since the last successful log-on	D		
	Exception Handling Requirements			
NF03.01.00	The system must display meaningful error messages that offer a simple	C		

	method of correcting the error or cancelling the process.			
	Availability Requirements			
NF04.01.00	The system must be available 24 hours a day, 7 days per week for 99% of the time.	C		
NF04.02.00	The system must make use of a failover system in the event of an application fault or failure.	C		
	Software Requirements			
NF05.01.00	The system must facilitate the processing of data in real-time.	R		
NF05.02.00	The system must be able to support new functionality and enhancements with minimum system modifications and downtime.	D		
NF05.03.00	The system must support Android, iOS, Linux and Windows operating systems	C		
NF05.04.00	The system must be scalable to accommodate increased users and devices without reduced functionality	C		
	Encryption Requirements			
NF06.01.00	The system must support and employ encryption capabilities for protection of system data (data at rest), information transported by mobile or removable media devices and information sent across communication lines/media (data in transit).	C		
NF06.02.00	The system must support at minimum AES 256 bit encryption for mobile device data drives/media	C		
	Secure Communications Requirements			
NF07.01.00	The system must support confidentiality, availability and integrity. The vendor must indicate how this is achieved.	C		
	Change Control Mechanism Requirements			

NF08.01.00	The system must track/audit all major changes.	C		
NF08.02.00	The system must support revision control and roll back capabilities for all major system changes or software updates and/or system upgrades. It must be able to revert to a prior software release and/or a recent working configuration.	C		
NF08.03.00	The system must provide vulnerability management features to identify and deploy the required patches and updates to mobile devices	D		
	Backup and Recovery Requirements			
NF09.01.00	The system must have adequate backup and restoration capabilities in order to ensure that all information necessary to restore a system to completeness is recovered following a disaster or media failure.	C		
NF09.02.00	The system's backup facility must cover all system information, application and data necessary to recover the complete system in the event of failure.	R		
NF09.03.00	The system must support different levels of backups: incremental backup, full backup, differential backup	R		
NF09.04.00	The system must support the following backup media types: tape and disc	D		
NF09.05.00	The system must provide the capability to produce a copy of the system data for onsite/offsite backup.	R		
	General Requirements			
NF10.01.00	The Application must support security for at least three levels: Network/Operating System, Database system and Applications. The vendor must provide details as to how each is performed/achieved by the system.	D		
NF10.02.00	Four environments - production, staging, disaster recovery and testing -	D		

	must be provided to support the application			
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3.3 SERVICE REQUIREMENTS

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement Met/Remarks/Cross is
NR13.01.00	The Bidder shall recommend the most appropriate enterprise implementation architecture to optimize on cost savings but retain maximum efficiency.	C		
NR13.02.00	<p>The bidder shall include in their Bids a Preliminary Project Plan containing sufficient detail to show work breakdown structure and sequencing and time frame for every activity. The plan shall include the proposed staffing configuration including numbers, roles, and responsibilities of team members, including the expectations of MNS's staff. The plan shall have a practical phasing of the system development, testing, implementation, and roll out including project milestones and performance indicators that may be used to monitor progress, and specific deliverables to be made to the MNS. The plan shall also include:</p> <ul style="list-style-type: none"> - Work breakdown structure - Project schedule that shall include tasks, milestones, durations, dependencies, resources, and critical path. - Resource plan, to include proposed MNS resources - Project communication, training, and knowledge transfer plans. - Quality management plan - Change management plan - Risk management plan - Project closure plan 	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement Met/Remarks/Cross is
NR13.03.00	<p>The bidder shall indicate reporting mechanisms, to include at least:</p> <p>Monthly Steering Committee Status Report</p> <ul style="list-style-type: none"> - Bi weekly Status Report - The bidders shall include report contents, including at least: - Previous Period Activities - Next Period Activities - Milestones/Deliverables tracking - Risks and Issues update. 	C		
NR13.04.00	The bidder shall provide a description of project management structure, including the recommended roles of project managers, and personnel from the vendor, subcontractors, MNS, and stakeholders.	C		
NR13.05.00	The bidder shall provide a description of project staffing, including roles of vendor, subcontractor, MNS, and stakeholder staffs, and Curriculum Vitae of vendor's key project staff.	C		
NR13.06.00	The bidder shall provide implementation services to properly configure and, if necessary, customize the solution.	C		
NR13.07.00	The bidder shall provide support and follow-up assistance for a period of three (3) years following the completion of implementation, to ensure that the solution is properly installed and operational and to assist in any and all design modifications.	C		

Installation, Testing and Acceptance

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement Met/Remarks/Cross is
NR13.08.00	<p>The project plan produced by Bidder shall describe the proposed approach to installation and testing that will verifiably ensure the completeness and quality of the solution deliverables, and will provide MNS with regular opportunities to review and confirm acceptance of system and project components.</p> <p>The Bidder's shall provide at a minimum include provisions for the following documents at acceptance:</p> <ul style="list-style-type: none"> ▪ Requirements Traceability Matrix ▪ Unit Testing ▪ System Integration Testing ▪ User Acceptance Testing, including: <ul style="list-style-type: none"> ○ Performance testing ○ Stress testing ○ Functionality testing - Security testing - Upgrade Testing 	C		
NR13.09.00	<p>The UAT shall consist of test cases to be prepared by the supplier (with the assistance of the purchaser or its contractors), which are traceable to the requirements in this documents, to include inter alia functional requirements, non-functional, performance and security tests.</p>	C		
NR13.10.00	<p>The Purchaser (with the assistance of the Supplier) shall perform user acceptance tests (UAT) on the System following installation and configuration to determine whether the System and the Subsystems meet all the requirements mandated for Operational Acceptance.</p>	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement Met/Remarks/Cross is
NR13.11.00	The bidder shall provide a description of how system error correction will be managed.	C		
NR13.12.00	The bidder shall provide documented acceptance criteria.	C		

Software Development and Customization

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement Met/Remarks/Cross is
NR13.13.00	The Bidder shall provide a description of their technical approaches to the development of customizations (including custom reports), including an estimate of the level of effort, duration, and task sequencing.	C		
NR13.14.00	The Bidder shall provide a description of their technical approaches to the development of interfaces, including an estimate of the level of effort, duration, and task sequencing	C		
NR13.15.00	The Bidder shall provide all code developed for the solution to the GOJ to ensure continuity and redundancy	C		

Transition and Implementation

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
NR13.16.00	The Bidder shall demonstrate how it will, in close consultation with MNS, establish the procedures and interfaces necessary to enable the new system to coexist with MNS specified systems.	C		
NR13.17.00	The Bidder shall provide a roll-out plan/schedule detailing the implementation of the Mobile Device Management System	C		
NR13.18.00	The Bidder shall be responsible for the effective deployment of the Mobile Device Management System at the named location.	C		

Training

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
NR13.19.00	The bidder shall where necessary provide assistance and support in conducting training and/or awareness activities for all aspects of the solution to enable MNS's staff to use, maintain and support the solution.	C		
NR13.20.00	The bidder shall provide assistance and support in conducting training and/or awareness activities to enable users to use the Mobile Device Management System components being provided.	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
NR13.21.00	The bidder shall provide, where required, training in the areas of system maintenance and configuration. Such training shall be provided to, system administrator, business analyst, developer, other technical staff and support. Onsite skill transfer/mentoring shall be part of the training methodology.	C		
NR13.22.00	The bidder shall provide a description of their approach to delivering training. This should include a high level training plan which will be refined as the detailed training requirements are finalized during the course of the project,	C		

Documentation

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
NR13.23.00	<p>The bidders shall include complete description of their proposed approach to user and system documentation. All documentation shall be written in English and shall be available in both hard and soft form and will become the property of MNS. MNS reserves the right to reproduce, at no additional cost to the MNS, any documentation supplied for the solution. Documentation shall at a minimum include the following:</p> <ul style="list-style-type: none"> - Design and technical specification - Training presentation document - User manuals - Infrastructure system document 	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
	<ul style="list-style-type: none"> - Application system document - vi. System operation and maintenance document 			
NR13.24.00	<p>The design and technical specifications document shall include but not be limited to, use case models, design models, data models, implementation models, test models, prototypes, and software architecture design. In addition, the security design documentation shall address the following issues:</p> <ul style="list-style-type: none"> - Application security - Database and middleware security - iii. Network security 	C		
NR13.25.00	<p>The user & training documentation shall provide complete and comprehensive user manuals that cover, but not limited to, the following topics:</p> <ul style="list-style-type: none"> - System overview - System interface, login/logout, commands and messages - Functional user guide (including all screen flows, screen layout) - Troubleshooting guide 	C		
NR13.26.00	<p>The infrastructure system documentation shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> - Overview of operating environment - System architecture diagram - Hardware and software specifications - Platform configuration - Configuration management - System recovery plan - Operation manual 	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
NR13.27.00	<p>The application system documentation shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> - Installation procedures - Data models (Data dictionary and ERD) - System structure and control flow - Interface to other systems - Security control matrix - vi. Privacy control, integrity control, backup and recovery operation etc. 	C		
NR13.28.00	<p>The solution operation and maintenance documentation shall include but not be limited to, the following:</p> <ul style="list-style-type: none"> - Equipment level operations - System level operation - Maintenance schedules and procedures - Configuration management plan - Troubleshooting including list of error message - Performance tuning and capacity planning - Security administration - Backup and recovery procedures 	C		

Maintenance and Post Implementation Support

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
NR13.29.00	<p>The bidder shall include where applicable a detailed Warranty, Maintenance and Support plan in its bid, including:</p> <ul style="list-style-type: none"> - On-going support for all solution components, including: 	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement Met/Remarks/Cross is
	<ul style="list-style-type: none"> - Bug Fixes - Help Desk Service for logging system faults - Access to all software upgrades at no additional cost - Distribution, documentation and installation of patches and upgrades - Provision for off-site technical support and maintenance period of two (2) years for all software solution components. 			
NR13.30.00	<p>The Supplier shall describe their internal fault reporting, fault escalation and feature request processes. This description shall include but not limited to:</p> <ul style="list-style-type: none"> - Fault resolution - Fault escalation - Feature requests - Feature development 	C		
NR13.31.00	<p>The Supplier should describe any provisions for online support of, but not limited to the following areas:</p> <ul style="list-style-type: none"> - Technical advice and assistance, - Knowledge-base, information sharing - Service Level Reporting - Hardware and software configuration guides - Network design guidelines - Ordering of equipment and components - Order Delivery status tracking - Fault status tracking 	R		
NR13.32.00	<p>For the three (3) Maintenance Period, Bidder shall describe the staffing plan, location and operational process of its support center(s) in order to match the</p>	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement Met/Remarks/Cross is
	<p>following minimum service level requirements:</p> <ul style="list-style-type: none"> - Make qualified personnel available to MNS by telephone, via a domestic or toll-free line staffed during business hours of Jamaica, for the reporting of Non-Conformities or other problems with the solution. During the Maintenance Period, such telephone service to MNS shall be unlimited. - During or as a result of telephone conferences, or electronic exchanges, the Vendor shall make every reasonable effort to correct such Non-Conformities or to resolve such problems. If any such Non-Conformities or problems are not corrected within four (4) hours of the initial Telephonic Contact by the MNS, Vendor shall provide solution to issues encountered by either sending qualified maintenance personnel to the project sites or via remote means upon the conclusion of such four (4) hours, and such personnel shall ensure that such non-conformities are resolved. - Vendor shall commence the work necessary to remedy defects or damage in accordance with terms in the contract. - Vendor shall be responsible during the Maintenance periods for performing its 			

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
	maintenance obligations twenty-four (24) hours a day, seven (7) days a week for access to technical bulletins and alerts, new release and product availability information and problem resolution, configuration assistance, information on new releases and maintenance releases.			
NR13.33.00	The vendor shall also provide, during Maintenance Periods, periodic published bulletins relating to changes in any solution components at no additional charge, and any other services that ordinarily would be provided under its standard service.	C		
NR13.34.00	The bidder should provide support for the migration of the specific MNS configuration and customizations to any new software patches or upgrade as needed.	R		

3.4 QUALIFICATION REQUIREMENTS

Firms Qualifications and Experience Requirements

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
NR14.01.00	<p>Bidder shall provide a corporate profile including, at a minimum, information on the following:</p> <ul style="list-style-type: none"> - Financial Statements - Staffing, number of full-time and part-time employees - Locations - Services 	C		

Ref. No.	Description	Priority C/R	Req. Met? (Y/N)	How Requirement is Met/Remarks/Cross
	- Corporate History			
NR14.02.00	<p>Bidder shall provide a minimum of three (3) references of project credentials relevant to this project. Credentials shall include:</p> <ul style="list-style-type: none"> - Customer information - Start and finish date - Value of project - Scope of work undertaken - Description of technical solution provided 	C		
NR14.03.00	<p>Bidder shall disclose firm certifications, e.g. quality assurance system, in operation and certified or recognized by an independent body in terms of its quality assurance practices (using the ISO-9000 series or equivalent standards).</p>	C		
NR14.04.00	<p>Bidder shall provide for each authorized agent/ distributor/ subcontractor undertaking a significant portion of work under this contract (fifteen percent (15%) or greater of the estimated value of the contract):</p> <ul style="list-style-type: none"> - Detailing which elements of work under this contract (software customization, maintenance, training, installation, support) the subcontractors will undertake. - corporate profile as above - firm certifications as above 	C		

Team Qualifications and Experience Requirements

Ref. No.	Description	Priority C/R	Degree of Responsiveness	How Requirement is Met/Remarks/Cross
TEA 001	<p>Bidder shall provide a detailed staffing plan including resumes for the project manager, lead specialists, and key personnel. Only one (1) candidate may be proposed for each key position.</p>	C		

Ref. No.	Description	Priority C/R	Degree of Responsiveness	How Requirement is Met/Remarks/Cross
TEA-002	The Project Manager should have a minimum of five (6) years of experience with at least three (3) years of experience on similar projects. Other key project staff should have a minimum of eight (5) years' experience in their area of specialization with at least five (3) years of experience on similar projects.	R		
TEA-003	Key project staff should be full-time members of the Bidder firm.	R		

PART III CONTRACT

SECTION VIII. GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) “Bank” means the Inter-American Development Bank (IDB) or any fund administered by the Bank.
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (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 fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

- (o) “The Project Site,” where applicable, means the place named in the **SCC Source of Funds**

2. Contract Documents

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

3. Fraud and Corruption and Prohibited Practices

- 3.1 The Bank requires compliance with its policy in regard to fraud and corruption and prohibited practices as set forth in Attachment 1.

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 CIP, FCA, CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 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 Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

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

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of a Bank's member country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it complies with the following requirements:
- (a) **An individual** is considered to be a national of a member country of the Bank if he or she meets either of the following requirements:
 - (i) is a citizen of a member country; or
 - (ii) has established his/her domicile in a member country as a "bona fide" resident and is legally entitled to work in the country of domicile.
 - (b) **A firm** is considered to have the nationality of a member country if it meets the two following requirements:
 - (i) is legally constituted or incorporated under the laws of a member country of the Bank; and
 - (ii) more than fifty percent (50%) of the firm's capital is owned by individuals or firms from member countries of the Bank.
- 7.2 All members of a JVCA and all subcontractors must meet the nationality criteria set forth above.
- 7.3 All the Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in any Bank's member country. Goods have their origin in a member country of the Bank if they have been mined, grown, harvested, or produced in a member country of the Bank. A good has been produced when

through manufacture, processing or assembly another commercially recognized article results that differs substantially in its basic characteristics, function or purpose of utility from its parts or components. For a good consisting of several individual components that need to be interconnected (either by the supplier, the purchaser or by a third party) to make the good operative and regardless of the complexity of the interconnection, the Bank considers that such good is eligible for financing if the assembly of the components took place in a member country, regardless of the origin of the components. When the good is a set of several individual goods that are normally packaged and sold commercially as a single unit, the good is considered to originate in the country where the set was packaged and shipped to the purchaser. For purpose of origin, goods labeled “made in the European Union” shall be eligible without the need to identify the corresponding specific country of the European Union. The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of 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 Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

- 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 Prohibited Practices, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery of Documents

- 13.1 Subject to GCC Sub-Clause 33.1, 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.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser 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.

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 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.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier

by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier need to share with the Bank 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.
- 20.4 The above provisions of GCC Clause 20 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.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

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

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 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.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 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**.

25. Transportation

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract..

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 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.
- 28.2 Subject to GCC Sub-Clause 22.1(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.
- 28.3 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.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract..

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged

infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective

equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Changes in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 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.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.

- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 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.
- 33.4 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.

34. Extension of Time

- 34.1 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 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, 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 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in prohibited practices, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those

undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

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

36. Assignment

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

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

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

GCC 1.1(j)	The Purchaser's country is: <i>Jamaica</i>
GCC 1.1(k)	The Purchaser is: <i>Ministry of National Security</i>
GCC 1.1 (q)	The Project Site(s)/Final Destination(s) is/are: <i>As listed in Schedule of Requirements</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>Incoterms 2010</i>
GCC 5.1	The language shall be: English
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: <i>Procurement Specialist, Security Strengthening Project</i> Address: <i>Ministry of National Security, Security Strengthening Project, Shops 31 – 32 Kingston Mall, Kingston, Jamaica W.I.</i> Telephone: 876-922-5068 Electronic mail address: <i>sspprocurement@mns.gov.jm</i> E-mail Subject: MNS/SSP JA-L1074/2019/09/RFP-001 <i>Mobile Device Management System for Jamaica Constabulary Force</i></p>
GCC 9.1	The governing law shall be the law of: <i>Jamaica</i>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>Amicable Settlement</p> <p>MNS/SSP JA-L1074/2019/09/RFP-001</p> <p>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, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation</p>

	<p>of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (30) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p>Dispute Settlement</p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p>Arbitration</p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> a. Relevant Customs Documents b. Delivery Note signed by an authorized person representing the Purchaser. c. Completed Supplier's Certificate
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p>

GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied: DRAFT</p> <p>Payment shall be made in the currency of the Contract Price in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: Fifteen percent (15%) 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/Services are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity. (ii) Milestone Payments: Seventy percent (70%) of the Contract Price of Goods/Services will be paid upon submission of a claim supported by a milestone certificate issued by the Procuring Entity indication that agreed milestones have been reached. The set key of deliverables with timelines will be negotiated prior to contract signing. (iv) On Acceptance: Fifteen percent (15%) of the Contract Price shall be paid within (30) days of submission of claim supported by the acceptance certificate issued by the Procuring Entity. (v) Any variation cost shall be paid as follows: 50% of the approved Variation Cost shall be paid on receipt of 50% of the Goods requested under the Variation and upon submission of the documents specified in GCC Clause 12. <p>Payments shall be made within thirty (30) 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>
GCC 16.5	Interest on delayed payments will not be imposed.
GCC 18.1	A Performance Security <i>shall not be required.</i>
GCC 18.3	<i>Not Applicable</i>
GCC 18.4	<i>Not Applicable</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>Not Applicable</i>

GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	The inspections and tests shall be: <i>as specified in the schedule of requirements.</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>Project Site(s).</i>
GCC 27.1	The liquidated damage shall be: <i>0.5%</i> per week
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10%</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>Three (3) years</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>TBD</i>
GCC 28.5	The period for repair or replacement shall be: <i>Three (3) years</i>

Attachment 2: Fraud and Corruption and Prohibited Practices

Prohibited Practices

1. The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank⁷ all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. The Bank has also adopted sanctions procedures to adjudicate cases. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.
 - (a) The Bank defines, for the purposes of this provision, the terms set forth below:
 - (i) A "corrupt practice" which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - (v) An "obstructive practice" which is:
 - a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1 (f) below.

⁷Information on how to present allegations of Prohibited Practices, the applicable rules regarding the investigation and sanctions process, and the agreement regulating the mutual recognition of sanctions among the IFIs are available on the Bank's website (www.iadb.org/integrity).

- (b) If, in accordance with the Sanctions Procedures of the Bank, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Prohibited Practice the Bank may:
- (i) not finance any proposal to award a contract for works, goods or services, and consulting services;
 - (ii) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in a Prohibited Practice;
 - (iii) declare Misprocurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;
 - (iv) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behaviour;
 - (v) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time, to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or
 - (vii) impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of the sanctions referred above.
- (c) The provisions of sub-paragraphs 1 (b) (i) and (ii) shall also be applicable when such parties have been temporarily suspended from eligibility to be awarded additional contracts pending a final outcome of a sanction proceeding, or otherwise.
- (d) The imposition of any action to be taken by the Bank pursuant to the provisions referred to above will be public.
- (e) In addition, any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers (including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied) may be subject to sanctions pursuant to agreements that the Bank may have with other International Financial Institutions (IFIs) regarding the mutual enforcement of debarment decisions. For purposes of this paragraph the term “sanction” shall mean any debarment, conditions on future contracting or any publicly-disclosed

action taken in response to a violation of an IFI's applicable framework for addressing allegations of Prohibited Practices.

- (f) The Bank requires that all applicants bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank's request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.
- (g) If the Borrowers procures goods or services, works or consulting services directly from a specialized agency, all provisions under Section VI regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the Bank-financed activities. The Bank will retain the right to require the Borrower to invoke remedies such as contract suspension or termination. Specialized agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

2. The Supplier represents and warrants:

- (a) that they have read and understood the Bank's definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
- (b) that they have not engaged in any Prohibited Practice as set forth herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
- (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants directors, officers or principal shareholders have been declared ineligible to be awarded a contract

by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;

- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by the Bank or by another International Financial Institution (IFI) with which the Bank may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed activities have been disclosed;
- (g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by the Bank of one or more of the measures set forth in Clause 3.1 (b).

SECTION X. CONTRACT FORMS

Letter of Acceptance

[letterhead paper of the Purchaser]

[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 SCC]* 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 our Agency.

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 Agency: _____

Attachment: Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. *In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.*
2. *The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:*
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in words]* (*[insert amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (*[insert amount in figures]*)*[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

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 is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded*.

[signature(s)]

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

*Note: *[Information for the Executing Agency: Article 15 (a) states: “Requirements for Demand: (a) A demand under the guarantee shall be supported by such other documents as the guarantee specifies, and in any event by a statement, by the beneficiary, indicating in what respect the applicant is in breach of its obligations under the underlying relationship. This statement may be in the demand or in a separate document accompanying or identifying the demand.]*