



Government of Jamaica

STANDARD BIDDING DOCUMENTS

**Procurement of
Goods
International
Competitive Bidding**

April 2010

Foreword

These Standard Tender Documents for Procurement of Goods have been prepared by the Ministry of Finance (MOF), Procurement and Asset Policy Unit and its use is mandatory for the procurement of goods through Open Tendering in projects according to Government of Jamaica Handbook of Public Sector Procurement Procedures.

Those wishing to submit comments or questions on this document or to obtain additional information are encouraged to contact:

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SBD for Procurement of Goods

Summary

PART 1 - BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification. However, the following clauses may be modified according to the nature of the procurement:**

ITB Clause Reference

- 1. Scope of Bid
- 4. Eligible Bidders
- 13. Alternative Bids
- 14. Bid Prices and Discounts
- 15. Currencies of Bid
- 16. Documents Establishing the Eligibility of the Bidder
- 17. Documents Establishing the Conformity of the Goods and Related Services
- 21. Bid Security
- 34. Conversion to Single Currency
- 36. Evaluation of Bids
- 44. Performance Security

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest responsive bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

PART 2 - SUPPLY REQUIREMENTS

Section V. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 - CONTRACT

Section VI. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section VII. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VI, General Conditions of Contract.

Section VIII: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

An "Invitation for Bids" form is provided at the end of the Bidding Documents for information.

Acronyms

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

(REVISED) BIDDING DOCUMENTS
Issued on: September 6, 2017

for

**Procurement of
Tablet and Services for e-
Learning Project in Schools**

ICB No: *ELJ2017-ES001*

**Project: *e-Learning Jamaica Tablets in Schools
Project***

**Procuring Entity: *e-Learning Jamaica Company
Ltd.***

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PART 1 - Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

• General

- **Scope of Bid**
 - 1.1 The Procuring Entity indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- **Source of Funds**
 - 2.1 The Procuring Entity has committed funds toward the cost of the project and intends to apply the funds to eligible payments under the contract.
- **Fraud and Corruption**
 - 3.1 The Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open

competition;

(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and

(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and

(d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

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

- **Eligible Bidders**

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed

subcontractors or suppliers for any part of the Contract including Related Services.

- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
- 4.3 A Bidder that is under a declaration of ineligibility by the GOJ in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 4.4 Government-owned enterprises in Jamaica shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Entity.
- 4.5 In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures November, 2008 (<http://www.mof.gov.jm>) the Bidder shall have to demonstrate that they have paid such taxes, duties, fees and other impositions as may be levied in Jamaica.
- 4.6 Where deemed necessary, the bidders should be registered with the National Contracts Commission “Registry of Public Sector Contractors” (<http://www.ocg.gov.jm>).
- **Eligible Goods and Related Services**
 - 5.1 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
 - 5.2 The term “origin” means the country where the goods

have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

• Contents of Bidding Documents

- **Sections of Bidding Documents**
 - 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which includes all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.
 - PART 1 Bidding Procedures**
 - Section I. Instructions to Bidders (ITB)
 - Section II. Bidding Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms
 - PART 2 Supply Requirements**
 - Section V. Schedule of Requirements
 - PART 3 Contract**
 - Section VI. General Conditions of Contract (GCC)
 - Section VII. Special Conditions of Contract (SCC)
 - Section VIII. Contract Forms
 - 6.2 The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Documents.
 - 6.3 The Procuring Entity is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Procuring Entity.
 - 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- **Clarification of Bidding Documents**
 - 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's e-mail address **specified in the BDS**. The Procuring Entity will respond in writing to any request for clarification on the entity's website

elearnja.org, provided that such request is received no later than seven (7) days prior to the deadline for submission of bids, thus making the clarification available to all known and potential bidders. The clarification shall include a description of the inquiry but without identifying its source. Should the Procuring Entity deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

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

• Preparation of Bids

- **Cost of Bidding**
 - 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- **Language of Bid**
 - 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- **Documents Comprising the Bid**
 - 11.1 The Bid shall comprise the following:
 - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security in accordance with ITB Clause 21, if required;

- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document **required in the BDS.**
- **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
 - **Alternative Bids**
 - 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
 - **Bid Prices and Discounts**
 - 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
 - 14.2 All lots and items must be listed and priced separately in the Price Schedules.
 - 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
 - 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
 - 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

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

of destination) or CPT (named place of destination), if so specified in the **BDS**;

- (c) For Goods manufactured outside the Procuring Entity's Country, already imported:

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

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Entity's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any

applicable taxes).

- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.
- **Currencies of Bid** 15.1 The Bidder shall quote in the currency of the Procuring Entity's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Procuring Entity's country, unless otherwise specified in the **BDS**.
 - **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.
 - **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.
 - **Documents Establishing the Conformity of the Goods and Related** 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

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

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

20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non responsive.

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- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it may also be extended. A Bidder may refuse the request for extension without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- **Bid Security**
 - 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS.**
 - 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Procuring Entity's Country or a freely convertible currency, and shall:
 - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Procuring Entity's Country, it shall have a correspondent financial institution located in the Procuring Entity's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - 21.3 If a Bid Security is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring Entity as non-responsive.
 - 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB

Clause 44.

21.5 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

- **Format and Signing of Bid**

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

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

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

- **Submission and Opening of Bids**

- **Submission, Sealing and Marking of Bids**

23.1 Bids shall be submitted by hand in hard copies. The bidder shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

23.2 The inner and outer envelopes shall:

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

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

23.4 The proposals shall be deposited in the TENDER BOX provided in the address stated in the **BDS**

- **Deadline for Submission of Bids**

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

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- **Late Bids**

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

- **Withdrawal, Substitution, and Modification of Bids**

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

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require

copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

(b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

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

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

- **Bid Opening**

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

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

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is

a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

• Evaluation and Comparison of Bids

- **Confidentiality** 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
 - 28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
 - 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- **Clarification of Bids** 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the

Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 31.

- **Responsiveness of Bids**

30.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

 - (a) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limit in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

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

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

- shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.3 If the Bidder that submitted the lowest responsive bid does not accept the correction of errors, its Bid shall be rejected.
- **Preliminary Examination of Bids**
 - 32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
 - 32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security in accordance with ITB Clause 21, if applicable.
 - **Examination of Terms and Conditions; Technical Evaluation**
 - 33.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
 - 33.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
 - 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
 - **Conversion to Single Currency**
 - 34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates

established by the source and on the date **specified in the BDS.**

- **Domestic Preference** 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS.**
- **Evaluation of Bids** 36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
 - 36.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
 - 36.3 To evaluate a Bid, the Procuring Entity shall consider the following:
 - (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
 - 36.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:
 - (a) In the case of Goods manufactured in the Procuring Entity's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Procuring Entity's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the

period of execution of the contract, if provided in the bid.

- 36.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- **Comparison of Bids**

37.1 The Procuring Entity shall compare all substantially responsive bids to determine the bid(s) with the highest scores based on the results of the technical and financial evaluations, in accordance with ITB Clause 36, and Section III, Evaluation and Qualification Criteria.
 - **Qualification of the Bidder**

38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder 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

38.4 The Procuring Entity may choose to determine the Bidder's capability to perform the Contract satisfactorily via pre-qualification, as part of the technical qualification, or by post-qualification
 - **Procuring Entity's Right to Accept Any Bid, and to Reject Any or**

39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. Further because this is a pilot project where it is important to trial different solutions and learn as much as possible, the Procuring

All Bids

Entity reserves the right to select multiple vendors based on their category of solution for example, operating system/ecosystem of apps could be one such category. In this case the higher scoring vendors in each category will be the preferred bidder. E.g. The Procuring Entity could choose;

- (a) the 1 or 2 or 3 highest scoring bidders that has an android based solution
- (b) the 1 or 2 or 3 highest scoring bidders that has and apple IOS based solution
- (c) the 1 or 2 or 3 highest scoring bidders that has a MS Windows based solution
- (d) or not select any bidder from one or more of the categories

[N.B. The Procuring Entity reserves the right not to award a contract to any party with whom it is currently in litigation or with whom it has been previously involved in litigation]

- **Award of Contract**

- **Award Criteria** 40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the bid with the highest scores based on the results of the technical and financial evaluations and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- **Procuring Entity's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- **Notification of Award** 42.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
 - 42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
 - 42.3 The National Contracts Commission's shall publish on it's website the results identifying the bid, lot numbers, name of the winning Bidder, and the price it offered, as

well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity 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 Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.
- **Signing of Contract**
 - 43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
 - 43.2 Within twenty-eight (10) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
 - **Performance Security**
 - 44.1 Within twenty eight (10) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity 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 Procuring Entity may award the Contract to the next lowest responsive bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <i>e-Learning Jamaica Company Ltd.</i>
ITB 1.1	<p>The name and identification number of the ICB are: <i>ELJ2017-ES001 Provision of Tablets and Services for e-Learning Project Schools</i></p> <p>The number, identification and names of the lots comprising this ICB are:</p> <p><i>Lot 1 - TC001 Tablets, Carts and Services for Group 1</i></p> <p><i>Lot 2 - TC002 Tablets, Carts and Services for Group 2</i></p> <p><i>Lot 3- TC003 Tablets, Carts and Services for Group 3</i></p> <p><i>Lot 4- TC004 Tablets, Carts and Services for Group 4</i></p>
ITB 2.1	The name of the Project is: <i>e-Learning Jamaica Tablets in Schools Pilot</i>
ITB 4.5	<p>At the time of the tender the bidder shall present to the Procuring Entity a valid Tax Compliance Certificate for due taxes in Jamaica.</p> <p>Overseas bidders will be required to obtain a valid Tax Compliance Certificate if they are selected for contract award and where any aspect of the contract will require work to be done in Jamaica.</p>
ITB 4.6	<p>At the time of tender, if indicated herein in ITB 4.6 below, the local bidder must be registered with the National Contracts Commission “Register of Public Sector Contractors”.</p> <p>Under the National Contracts Commission “Register of Public Sector Contractors”, the required registration grade is: <i>Computers and Supplies, Computers and Related Services</i></p> <p>Overseas bidders will be required to obtain NCC Registration if they are selected for contract award.</p> <p>For more information: http://www.ocg.gov.jm</p>

B. Contents of Bidding Documents	
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: <i>The Tender Officer</i></p> <p>Address: <i>PCJ Building, Ground Floor</i></p> <p><i>36 Trafalgar Road</i></p> <p>City: <i>Kingston 10</i></p> <p>ZIP Code:</p> <p>Jamaica</p> <p>Telephone: <i>876-929-4044</i></p> <p>Facsimile number: <i>876-929-8625</i></p> <p>Electronic mail address: <i>Tablets@e-Ljam.net</i></p>
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English
ITB 11.1 (h)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1. Technical Proposal <ol style="list-style-type: none"> a. A completed and signed Bid Pre-tender Declaration Form b. A valid National Contracts Commission Certificate, where the company is local. Overseas entities will be required to register before award c. A valid Tax Compliance Certificate or the equivalent evidence of current conformance with taxation regulation in the jurisdiction of origin/registration. d. Bid Security and/or completed Bid Security Form e. Overview of organization including Organization Chart of Company f. Three (3) most recent audited financial reports g. Information on the existing or planned local office or authorized local dealer or representative h. Evidence of provision of similar goods and/or services carried out in Jamaica or the Caribbean i. Resumes of personnel to be assigned to this project j. Project Rollout plan/methodology, and support strategy/process, including assignment of resources and time frames, <u>where there are post-delivery activities</u>. k. Completed Technical Compliance form

	<p>l. Any product brochures and promotional literature or media.</p> <p>2. Financial Proposal</p> <p>a. BID CONFIRMATION FORM.</p> <p>b. Itemized costing of products and services to be provided.</p> <p>c. A statement on any special discounts, payment plans being offered.</p>
ITB 13.1	Alternative Bids “ <i>shall not be</i> ” considered.
ITB 14.5	The Incoterms edition is: Incoterms 2000
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination <i>Project schools in Jamaica</i>
ITB 14.6 (a) (iii);(b)(ii) and (c)(v)	“Final destination (Project Site)”: [<i>Project schools - see list at Section V sub-section 4</i>]
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Procuring Entity’s Country shall be quoted: DDP (Delivered Duty Paid)
ITB 14.7	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable. If prices shall be adjustable, the methodology is specified in Section III Evaluation and Qualification Criteria.
ITB 14.8	Prices quoted for each lot shall correspond at least to [<i>not applicable</i>] % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to [<i>not application</i>] percent of the quantities specified for this item of a lot.
ITB 15.1	The Bidder “ <i>is not</i> ” required to quote in the currency of the Procuring Entity’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>3 years</i>
ITB 19.1 (a)	Manufacturer’s authorization is: “ <i>required</i> ”

ITB 19.1 (b)	After sales service is: <i>“required”</i>
ITB 20.1	The bid validity period shall be 90 days.
ITB 21.1	Bid shall include a Bid Security (issued by bank or surety) included in Section IV Bidding Forms
ITB 21.2	The amount of the Bid Security shall be: [US\$3,500 or JA\$450,000]
ITB 22.1	In addition to the original bid, the required number of copies is: 5
D. Submission and Opening of Bids	
ITB 23.1	Bidders <i>“shall not”</i> have the option of submitting their bids electronically.
ITB 23.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>The original and five (5) copies of the Technical Proposal shall each be placed in separate envelopes, duly marked as “ORIGINAL” and “COPY”.</p> <p>The envelopes bearing the original and copies of the Technical Proposal must be submitted in a separate sealed outer envelope marked “TECHNICAL PROPOSAL” (The Bid Security must be enclosed in the envelope containing the original of the TECHNICAL PROPOSAL)</p> <p>The original and five (5) copies of the Financial Proposal shall each be placed in separate envelopes, duly marked as “ORIGINAL” and “COPY”.</p> <p>The envelopes bearing the original and copies of the Financial Proposal must be submitted in a separate sealed outer envelope marked “FINANCIAL PROPOSAL”</p> <p>The two outer sealed envelopes containing all the copies of the Technical and Financial proposals shall be marked with the bidding firm’s name and address to enable the bid to be returned unopened in case it is declared “late”.</p> <p>The two outer sealed envelopes shall be enclosed in a sealed package.</p>

	<p>The inner and outer envelopes and the sealed package shall be addressed as follows:</p> <p>The Tender Officer e-Learning Jamaica Company Limited PCJ Building - Ground Floor 36 Trafalgar Road Kingston 10 Jamaica</p> <p>“BID FOR PROVISION OF TABLETS, CARTS AND SERVICES FOR e-LEARNING TABLET IN SCHOOLS PROJECT BID NO. - ELJ2017-ES001 NOT TO BE OPENED BEFORE OCTOBER 11, 2017”</p> <p>The Name and Address of the bidder shall be placed in the upper left corner of all three sealed envelopes and the outer sealed package.</p> <p>If all envelopes are not sealed and marked as required then the bid will be considered non-responsive and the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p> <p>The sealed package containing the Bid must be placed in the Tender Box situated in the offices of the:</p> <p>e-Learning Jamaica Company Limited PCJ Building - Ground Floor 36 Trafalgar Road Kingston 10.</p>
ITB 24.1	<p>For bid submission purposes, the Procuring Entity’s address is:</p> <p>Attention: <i>The Tender Officer</i> Address: <i>36 Trafalgar Road</i> Floor-Room number: <i>PCJ Building - Ground Floor</i> City: <i>Kingston 10</i> Jamaica</p> <p>The deadline for the submission of bids is: Date: <i>11 October, 2017</i> Time: <i>12:00 noon</i></p>

ITB 27.1	<p>The bid opening shall take place at: Street Address: <i>36 Trafalgar Road</i> City: <i>Kingston 10</i> Jamaica A. _____ Date: <i>12 October, 2017</i> Time: <i>3:15 p.m.</i></p>
	E. Evaluation and Comparison of Bids
ITB 34.1	<p>Bid prices expressed in different currencies shall be converted in: <i>US dollars</i></p> <p>The source of exchange rate shall be: <i>Bank of Jamaica</i></p> <p>The date for the exchange rate shall be <i>1 June, 2017</i></p>
ITB 35.1	Domestic preference “ <i>shall</i> ” be a bid evaluation factor.
ITB 36.3(a)	<p>Evaluation will be done for <i>Items</i></p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p> <p><i>An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</i></p>

ITB 36.3(d)	<p>The scoring shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Vendor qualifications/expertise; YES. A Maximum of 20% will be awarded to for the assessment of the vendor in the following categories</p> <ul style="list-style-type: none"> • Provision of similar goods and services in Jamaica 3% • Financial Standing 12% • Local Office or authorised dealer in place 3% • Personnel suitably qualified 2% <p>Bidders that score below 70% of the maximum score for vendor qualification/expertise will not be evaluated any further.</p> <p>(b) Meeting or exceeding Technical Specifications; YES. A maximum of 30% will be awarded based on the bidder’s response to the technical compliance form, product description, brochures and functional Presentation]</p> <p>(c) Service and Support strategy; YES. A maximum of 10% will be awarded based on escalation procedures (number of Touch points), response time and service hours, spares strategy, manufacturers commitment/support, island-wide support presence, customer service reference(s)]</p> <p>(d) Warranty/Guarantees; YES. A maximum of 8% will be awarded based on whether the vendor meet or exceed warranty requirements indicated in specifications.</p> <p>(e) Price/Cost proposal - With respect to the evaluation of the cost proposal, the lowest priced bid will receive maximum points of 30% and all other bids will be prorated. This evaluation will be carried out only in respect of those bids which are substantially responsive, pre-qualify, and satisfy the technical specifications. Bids that are substantially non-responsive will be rejected.</p> <p>(f) Rollout plan- 2% will be awarded for a detail rollout plan.</p>
ITB 36.6	Bidders “ <i>shall not</i> ” be allowed to quote separate prices for one or more lots.
F. Award of Contract	
ITB 41.1	The maximum percentage by which quantities may be increased is: [25%]

	The maximum percentage by which quantities may be decreased is: [25%]
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Section III. Evaluation and Qualification Criteria

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

Contents

1. Domestic Preference (ITB 35.1)
2. Evaluation Criteria (ITB 36.3 (d))

1. Domestic Preference (ITB 35.1)

If the Bidding Data Sheet so specifies, the Procuring Entity will grant a margin of preference to goods manufactured in the Procuring Entity's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Procuring Entity's Country, for which (i) labor, raw materials, and components from within the Procuring Entity's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Procuring Entity's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Procuring Entity's Country that have been already imported or that will be imported.

To facilitate this classification by the Procuring Entity, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Procuring Entity's reclassification of the bid into its appropriate bid group.

The Procuring Entity will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest responsive bid of each group. Such bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If, as a result of the preceding comparison, the lowest responsive bid is from Group C, those bids will then be further compared with the lowest responsive bid from Group A, after adding to the evaluated bid price of goods offered in the bid for Group C, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIP (named place of destination) bid price. The lowest responsive bid determined from this last comparison shall be selected for the award.

2. Evaluation Criteria (ITB 36.3 (d))

The Procuring Entity's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or

more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

- (a) Vendor qualifications/expertise; YES. A Maximum of 20% will be awarded to for the assessment of the vendor in the following categories
- Provision of similar goods and services in Jamaica 3%
 - Company has been in business in this industry for over 3 years
 - Company has supplied service of this size previously.
 - Company has at least one Major reference account in Jamaica
 - Financial Standing 12%
 - Company is financially viable over last 3 years
 - Profit as a percentage of sales (before Tax)
 - Liquid Assets Ratio
 - Local Office or authorised dealer in place 3%
 - Company has a local registered office or authorized agent in Jamaica
 - Local representative has recognized established presence in Jamaica
 - Personnel suitably qualified 2%
 - Company has technically competent individuals on project delivery (experienced tertiary and/or industry level certified)

Bidders that score below 70% of the maximum score for vendor qualification/expertise will not be evaluated any further.

- (g) Meeting or exceeding Technical Specifications; YES. A maximum of 30% will be awarded based on the bidder's response to the technical compliance form, product description, brochures and functional Presentation
- (h) Service and Support strategy; YES. A maximum of 10% will be awarded based on escalation procedures (number of Touch points), response time and service hours, spares strategy, island-wide support presence, customer service reference(s)
- (i) Warranty/Guarantees; YES. A maximum of 8% will be awarded based on whether the vendor meet or exceed warranty requirements indicated in specifications.
- (j) Price/Cost proposal; YES. With respect to the evaluation of the cost proposal, the lowest priced bid will receive maximum points of 30% and all other bids will be prorated

E.g. If there are 3 bids, A, B, and C and A is the lowest cost proposal, and B is 20% higher than A, then B will receive 83% of the allotted 25 points. If C is 25% higher than A, then C will receive 80% of the allotted 25 points.

This evaluation will be carried out only in respect of those bids which are substantially responsive, pre-qualify, and satisfy the technical specifications. Bids that are substantially non-responsive will be rejected.

(k) Rollout Plan-

2% will be awarded to bidders including a detail rollout plan.

Section IV. Bidding Forms

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Bidder Information Form

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

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

Page _____ of _____ pages

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

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 Procuring Entity'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]*

Lot No.: *[insert No of IFB]*

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;

- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality of each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by GOJ, under the Procuring Entity’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

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

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

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

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

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

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

Price Schedule Forms

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

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

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

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

Price Schedule: Goods Manufactured Outside the Procuring Entity's Country, already imported

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

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

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

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

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

Price and Completion Schedule - Related Services

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

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

Bid Security (Bank Guarantee)

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

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

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

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

Bid Security (Bid Bond)

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

BOND NO. _____

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

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

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

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

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

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

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

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

Principal: _____ Surety:

Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Manufacturer's Authorization

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

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

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

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

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

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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

Technical Compliance Form

Student's tablets

Category - Hardware	Minimum Specs New Student	Y/N	Comments
Screen Size	•8 ins	•	•
Screen Type	•LCD, with screen protector, tempered glass	•	•
Screen Resolution	•Hi-Definition, IPS, 1024x768	•	•
Type Touch	•Multi-Touch, Capacitive	•	•
Visible angle	•172 degrees	•	•
Processor	•1.4 GHz Quad Core, Separate GPU	•	•
ROM	•3 Gb DDR3	•	•
Flash Memory	•32Gb	•	•
Camera	•2 Mega Pixel front, 5Mega Pixel Rear	•	•
Sensors	• Gyroscope, accelerometer, ambient light sensor and compass	•	•
Battery	•8 hours per charge	•	•
Network	•Wi-Fi 802.11 b/g/n/ac, •Bluetooth •Support for external 4G dongle	•	•
External ports	•MicroSD , •USB type c, •3.5mm headphone	•	•
Category - Software	Minimum Specs		
OS	•Broad based usage OS with minimum 3 years support e.g. Android 7.0	•	•
App Market	•Access to one of the major app markets e.g. Google Play certified	•	•
Default Apps	•General- File Manager, word processing, presentation, spreadsheet, Task Manager, Browser, Gallery, Clock, Calculator, Calendar, ebook-Reader, e-mail	•	•
Music Files support	•MP3/WMA/WAV/APE/AAC/FLAC/OGG	•	•
Video Files support	•AVI/MOV/1080p MP4 /RMVB/FLV/MKV	•	•
Picture Files support	•JPG, BMP, PNG, GIF	•	•
Document files support	•Word processor, Electronic Spread Sheet, Electronic Presentation	•	•
EBook files support	•UMD, TXT, PDF, HTML, RTF, FB2, e-PUB	•	•
Special App	•Secure multi-profile launcher, •	•	•

Category - Security	Minimum Specs		
Physical Tablet	<ul style="list-style-type: none"> • Custom Colour, • Smart trifold Protective case, • Security label, • Rugged exterior, • Gorilla Glass or equivalent 	•	•
Application	<ul style="list-style-type: none"> • Passworded profiles 	•	•
Other support	<ul style="list-style-type: none"> • Public Education, Secure practices education, Parental engagement, Periodic inspection policy 	•	•
Category - Services	Minimum Specs		
Distribution	<ul style="list-style-type: none"> • Island wide capacity for issuing and providing warranty repairs 	•	•
Warranty repairs/ replacements	<ul style="list-style-type: none"> • 1 year Through Island wide centres • (2 business day replacement strategy) User should not be without the device for more than 2 business days. • Option for extended warranty (include cost) • Spares 	•	•
OS	<ul style="list-style-type: none"> • OTA upgrades of OS, • Refresh of Device 	•	•
Website	<ul style="list-style-type: none"> • FAQ, • Knowledge base, • e-mail support, • Help with Public Education, Secure practices education, Parental engagement, Periodic inspection policy 	•	•
Accessories	<ul style="list-style-type: none"> • Cases (Medium hard plastic such as TPU, trifold smart) • stylus • adaptor cables • chargers (USB) 	•	•
Security	<ul style="list-style-type: none"> • Internal and external branding 	•	•

Teachers Tablets

Category - Hardware	Minimum Specs New Teacher	Y/N	Comments
Screen Size	• 10 ins	•	•
Screen Type	• LCD, with screen protector, tempered glass	•	•
Screen Resolution	• Hi-Definition, IPS 1024x768	•	•
Type Touch	• Multi-Touch, Capacitive	•	•
Visible angle	• 172 degrees	•	•
Processor	• 1.6 GHz Quad Core, Separate GPU	•	•
ROM	• 4 Gb DDR3	•	•

Flash Memory	•32Gb	•	•
Camera	•2 Mega Pixel front, 5Mega Pixel Rear	•	•
Sensors	•Gyroscope, accelerometer, ambient light sensor and compass	•	•
Battery	•8 hours per charge	•	•
Network	•Wi-Fi 802.11 b/g/n/ac, •Bluetooth •Support for external 3G dongle	•	•
External ports	•MicroSD XC, •USB type c, •Mini HDMI •3.5mm headphone	•	•
Category - Software	Minimum Specs		
OS	•Broad based usage OS with minimum 3 years support e.g. Android 7.0	•	•
App Market	•Access to one of the major app markets e.g. Google Play certified	•	•
Default Apps	•General- File Manager, word processing, presentation, spreadsheet, Task Manager, Browser, Gallery, Clock, Calculator, Calendar, ebook-Reader, e-mail	•	•
Music Files support	•MP3/WMA/WAV/APE/AAC/FLAC/OGG	•	•
Video Files support	•AVI/MOV/1080p MP4 /RMVB/FLV/MKV	•	•
Picture Files support	•JPG, BMP, PNG, GIF	•	•
Document files support	•Word processor, Electronic Spread Sheet, Electronic Presentation	•	•
EBook files support	•UMD, TXT, PDF, HTML, RTF, FB2, e-PUB	•	•
Special App	•	•	•
Category - Security	Minimum Specs		
Physical Tablet	•Custom Colour, •Smart trifold Protective case, •Security label, •Rugged exterior, •Gorilla Glass or equivalent	•	•
Application	•Passworded profiles	•	•
Other support	•Public Education, Secure practices education, Parental engagement, Periodic inspection policy	•	•
Category - Services	Minimum Specs		
Distribution	•Island wide capacity for issuing and providing warranty repairs	•	•
Warranty repairs/replacements	•1 year Through Island wide centres	•	•

	<ul style="list-style-type: none"> •(2 business day replacement strategy) User should not be without the device for more than 2 business days. •Option for extended warranty (include cost) •Spares 		
OS	<ul style="list-style-type: none"> •OTA upgrades of OS, •Refresh of Device 	•	•
Website	<ul style="list-style-type: none"> •FAQ, •Knowledge base, •e-mail support, •Help with Public Education, Secure practices education, Parental engagement, Periodic inspection policy 	•	•
Accessories	<ul style="list-style-type: none"> •Smart trifold protective case •stylus •adaptor cables •chargers (USB) 	•	•
Security	<ul style="list-style-type: none"> • Internal and external branding 	•	•

Charging/Syncing Carts

Category - Hardware	Minimum Specifications	Y/N	Comments
Min Capacity	40 devices (in protective cases)		
	Device shelf should protect tablets from scratches during removal and storage		
Security	Locking steel doors and side panels prevent theft and tampering		
Compatibility	Compatible with all devices that charge via USB, including tablets (such as iPad®, Android™, Kindle™, Kindle Fire™ and Surface™ models), select ultra-portable notebooks (such as select Chromebook™ and MacBook® models) and mobile phones (such as iPhone®, Android and Windows Phone® models)		
Charging	Simultaneously charges a minimum of 40 Tablets/devices		
	Each USB charging port delivers up to 2.4 amps of charging current		
Syncing	Simultaneously syncs all devices with a host computer (software to be included)		
	Syncing software should be compatible with Microsoft Windows 7,8,10		
Portability	Cart must be portable with handle, rolling casters, hardware allowing cabinet to function as mobile carts		
Ventilation	Adequate Flow-through ventilation preventing devices from overheating		
Power Input	Input Connection Type C14 inlet with 100-250V AC compatibility.		

	Also accepts user-supplied country-specific AC cordsets Voltage Compatibility (VAC) 100-250 Input Frequency 50 / 60 Hz (auto-select)		
Delivery	Cart should be fully assembled and functional		
Warranty	1 year, Next business day repair / replacement, parts & labour		

Bid Pre-Tender Declaration Form

Date: _____

**TO: e-LEARNING COMPANY JAMAICA LIMITED,
36 TRAFALGAR ROAD, KINGSTON 10.**

Q1. Is the Bidder locally incorporated? If yes go to Q2. If no Go to Q3.

Q2 TCC provided? Enclosed

Q3. NCC registration included? Enclosed

Q4. Bid Security **and** Bid Security Form included? Enclosed

Q5. **Functional/Technical Compliance form included?** **Enclosed**

Q8. **Overview of the company been provided?** **Enclosed**

Q9. **Audited financial statements (for last three years) been included?** **Enclosed**

Q12. **Profiles of individuals to be engaged in this project been provided?**
Enclosed

Q13. **Project Rollout plan/methodology been provided?** **Enclosed**

Q14 **Product brochures and promotional literature included?** **Enclosed**

We the undersigned have provided the documentation as outlined above in order to comply with qualifying criteria for this bid.

_____ (signing authority)

Signature

Name (in Print)

PART 2 - Supply Requirements

Section V. Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

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

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date (Business days)	Latest Delivery Date (Business days)	Bidder’s offered Delivery date [to be provided by the bidder]
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
	<u>Lot 1</u>						
1	Teachers Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	4,500	one	Schools	45	60	
2	Students Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	19,300	one	Schools	45	60	

3	Charging/Syncing Carts with sync software, 1 year warranty	520	one	Schools	45	60	
	<u>Lot 2</u>						
1	Teachers Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	4,800	one	Schools	45	60	
2	Students Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	21,100	one	Schools	45	60	
9	Charging/Syncing Carts with sync software, 1 year warranty	570	one	Schools	45	60	
	<u>Lot 3</u>						
	Teachers Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	4,200	one	Schools	45	60	
	Students Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	16,500	one	Schools	45	60	

	Charging/Syncing Carts with sync software, 1 year warranty	450	one	Schools	45	60	
	<u>Lot 4</u>						
12	Teachers Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	3,800	one	Schools	45	60	
13	Students Tablet Computers, case with Bluetooth keyboard, Ear phone, Stylus, 1 year warranty	14,100	one	Schools	45	60	
14	Charging/Syncing Carts with sync software, 1 year warranty	390	one	Schools	45	60	

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
	<u>Lot 1</u>				
1	Labeling and pre-loading of apps	23,800	1	Schools	
2	Delivery of tablets to schools	23,800	1	Schools	
3	Delivery of Carts to schools	520	1	Schools	
4	Warranty support	24,320	1	Schools	
	<u>Lot 2</u>				
1	Labeling and pre-loading of apps	25,900	1	Schools	
2	Delivery of Tablets to schools	25,900	1	Schools	
3	Delivery of Carts to schools	570	1	Schools	
4	Warranty support	26,470	1	Schools	

	<u>Lot 3</u>				
1	Labeling and pre-loading of apps	20,700	1	schools	
2	Delivery of Tablets to schools	20,700	1	schools	
3	Delivery of Carts to schools	450	1	schools	
4	Warranty Support	21,150	1	schools	
	<u>Lot 4</u>				
1	Labeling and pre-loading of apps	17,900	1	schools	
2	Delivery of Tablets to schools	17,900	1	schools	
	Delivery of Carts to schools	390	1	schools	
3	Warranty Support	18,290	1	schools	

3. Technical Specifications

Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
<i>[1]</i>	<i>[Tablets]</i>	<i>[See Below]</i>
<i>[2]</i>	<i>[Charging/Sync Carts]</i>	<i>[See Below]</i>
<i>[3]</i>	<i>Labeling/ App loading</i>	<i>[See Below Category - services]</i>

The e-Learning Jamaica Co. Ltd. (e-LJam) in partnership with Ministry of Education Youth and Information (MOEYI) is seeking to introduce the use of Tablets in Schools through an island wide Project rollout. The Project is targeting approximately 1100 institutions including Infant schools, Primary and All-age schools. The project is expecting to get tablets in the hands of teachers and students prior to the start of the school year in September 2018.

The Project is now looking for partners to provide and support suitable tablet solutions which will not only include the devices but supporting charging, syncing and storage systems needed for the daily use of the devices in the classes. The project is designed to provide access to digital learning resources for each student one fifth of the schools week through scheduled use of the tablets.

Vendors with appropriate free content/apps or services should include these offerings where they add significant value or help to reduce the cost of the device itself. Support services including custom branding of the devices is a critical part of the strategy to secure the devices.

The Project is meant to help the MOEYI use technology to meet some of their strategic objectives including;

- Provide **equitable access and/or attachment** to a high quality education system for all Jamaican **children ages 3-11**. The needs of remote (disadvantaged) schools and their students who will not have broadband internet connections must be fully taken into account

- **Build partnerships** with donors, private sector partners, the community, parents, employers, and those committed to creating a strong education system to build the nation.
- Enable all learners in the education system to manage challenges and achieve their **developmental goals** to become well-adjusted, healthy and secure individuals.
- **Provide a resource-rich environment** supportive of all learners at all levels in the public education institutions by 2020.
- Improve learners' performance across the formal education system and the wider society to achieve **universal literacy and at least 85% numeracy**.

Specific areas of student education where the tablets should help to impact include;

<u>Pre-primary to Grade 6</u>
Facilitate Divergent thinking
Expressiveness: express themselves using lines, colours, polygons, clip art; create comic strips; record audio clips, play musical instruments; take photographs and record video
Development of reading skills
Development of numeracy - Math games
Experimentation – exploration of the natural environment w/ sensors

Suppliers will be required to:

1. Provide specified number of tablet devices over the life of the project.
2. Refresh tablet specification each project year
3. Provide Security labeling externally and internally on the tablets.
4. Provide specified number of charging/syncing carts with compatible sync software over the life of the project
5. Stage and Deliver devices to specified schools over the life of the project.
6. Provide local warranty support for devices to schools.
7. Provide repair service, parts and labour for 3 years on the tablets
8. Sign a framework contract with the specific quantities of good required each year determined by a purchase order.

Potential vendors will be required do a functional presentation of their solutions.

Detailed Technical Specifications and Standards.

Tablets

Category - Hardware	Minimum Specs New Student	Minimum Specs New Teacher
Screen Size	•8 ins	•10 ins
Screen Type	•LCD, with screen protector, tempered glass	•LCD, with screen protector, tempered glass
Screen Resolution	•Hi-Definition, IPS, 1024x768	•Hi-Definition, IPS 1024x768
Type Touch	•Multi-Touch, Capacitive	•Multi-Touch, Capacitive
Visible angle	•172 degrees	•172 degrees
Processor	•1.4 GHz Quad Core, Separate GPU	•1.6 GHz Quad Core, Separate GPU
ROM	•3 Gb DDR3	•4 Gb DDR3
Flash Memory	•32Gb	•32Gb
Camera	•2 Mega Pixel front, 5Mega Pixel Rear	•2 Mega Pixel front, 5Mega Pixel Rear
Sensors	• Gyroscope, accelerometer, ambient light sensor and compass	• Gyroscope, accelerometer, ambient light sensor and compass
Battery	•8 hours per charge	•8 hours per charge
Network	•Wi-Fi 802.11 b/g/n/ac, •Bluetooth •Support for external 3G dongle	•Wi-Fi 802.11 b/g/n/ac, •Bluetooth •Support for external 3G dongle
External ports	•MicroSD , •USB type c, •3.5mm headphone	•MicroSD XC, •USB type c, •Mini HDMI •3.5mm headphone
Category - Software	Minimum Specs	Minimum Specs
OS	•Broad based usage OS with minimum 3 years support e.g. Android 7.0	•Broad based usage OS with minimum 3 years support e.g. Android 7.0
App Market	•Access to one of the major app markets e.g. Google Play certified	•Access to one of the major app markets e.g. Google Play certified
Default Apps	•General- File Manager, word processing, presentation, spreadsheet, Task Manager, Browser, Gallery, Clock, Calculator, Calendar, ebook-Reader, e-mail	•General- File Manager, word processing, presentation, spreadsheet, Task Manager, Browser, Gallery, Clock, Calculator, Calendar, ebook-Reader, e-mail
Music Files support	•MP3/WMA/WAV/APE/AAC/FLAC/OGG	•MP3/WMA/WAV/APE/AAC/FLAC/OGG
Video Files support	•AVI/MOV/1080p MP4 /RMVB/FLV/MKV	•AVI/MOV/1080p MP4 /RMVB/FLV/MKV
Picture Files support	•JPG, BMP, PNG, GIF	•JPG, BMP, PNG, GIF
Document files support	•Word processor, Electronic Spread Sheet, Electronic Presentation	•Word processor, Electronic Spread Sheet, Electronic Presentation

EBook files support	<ul style="list-style-type: none"> •UMD, TXT, PDF, HTML, RTF, FB2, e-PUB 	<ul style="list-style-type: none"> •UMD, TXT, PDF, HTML, RTF, FB2, e-PUB
Special App	<ul style="list-style-type: none"> •Secure multi-profile launcher, • 	<ul style="list-style-type: none"> •
Category - Security	Minimum Specs	Minimum Specs
Physical Tablet	<ul style="list-style-type: none"> •Custom Colour, •Smart trifold protective case, •Security label, •Rugged exterior, •Gorilla Glass or equivalent 	<ul style="list-style-type: none"> •Custom Colour, •Smart trifold protective case, •Security label, •Rugged exterior, •Gorilla Glass or equivalent
Application	<ul style="list-style-type: none"> •Passworded profiles 	<ul style="list-style-type: none"> •Passworded profiles
Other support	<ul style="list-style-type: none"> •Public Education, Secure practices education, Parental engagement, Periodic inspection policy 	<ul style="list-style-type: none"> •Public Education, Secure practices education, Parental engagement, Periodic inspection policy
Category - Services	Minimum Specs	Minimum Specs
Distribution	<ul style="list-style-type: none"> •Island wide capacity for issuing and providing warranty repairs 	<ul style="list-style-type: none"> •Island wide capacity for issuing and providing warranty repairs
Warranty repairs/ replacements	<ul style="list-style-type: none"> •1 year Through Island wide centres •(2 business day replacement strategy) User should not be without the device for more than 2 business days. •Option for extended warranty (include cost) •Spares 	<ul style="list-style-type: none"> •1 year Through Island wide centres •(2 business day replacement strategy) User should not be without the device for more than 2 business days. •Option for extended warranty (include cost) •Spares
OS	<ul style="list-style-type: none"> •OTA upgrades of OS, •Refresh of Device 	<ul style="list-style-type: none"> •OTA upgrades of OS, •Refresh of Device
Website	<ul style="list-style-type: none"> •FAQ, •Knowledge base, •e-mail support, •Help with Public Education, Secure practices education, Parental engagement, Periodic inspection policy 	<ul style="list-style-type: none"> •FAQ, •Knowledge base, •e-mail support, •Help with Public Education, Secure practices education, Parental engagement, Periodic inspection policy
Accessories	<ul style="list-style-type: none"> •Smart Cases (Medium hard plastic such as TPU, Trifold) •stylus •adaptor cables •chargers (USB) 	<ul style="list-style-type: none"> •Smart case (Medium hard plastic such as TPU, Trifold) •stylus •adaptor cables •chargers (USB)
Security	<ul style="list-style-type: none"> • Internal and external branding 	<ul style="list-style-type: none"> • Internal and external branding

Charging carts

Category - Hardware	Minimum Specifications
Min Capacity	40 devices (in protective cases)
	Device shelf should protect tablets from scratches during removal and storage
Security	Locking steel doors and side panels prevent theft and tampering
Compatibility	Compatible with all devices that charge via USB, including tablets (such as iPad®, Android™, Kindle™, Kindle Fire™ and Surface™ models), select ultra-portable notebooks (such as select Chromebook™ and MacBook® models) and mobile phones (such as iPhone®, Android and Windows Phone® models)
Charging	Simultaneously charges a minimum of 40 Tablets/devices
	Each USB charging port delivers up to 2.4 amps of charging current
Syncing	Simultaneously syncs all devices with a host computer (software to be included)
	Syncing software should be compatible with Microsoft Windows 7,8,10
Portability	Cart must be portable with handle, rolling casters, hardware allowing cabinet to function as mobile carts
Ventilation	Adequate Flow-through ventilation preventing devices from overheating
Power Input	Input Connection Type C14 inlet with 100-250V AC compatibility. Also accepts user-supplied country-specific AC cordsets Voltage Compatibility (VAC) 100-250 Input Frequency 50 / 60 Hz (auto-select)
Delivery	Cart should be fully assembled and functional
Warranty	1 year, Next business day repair / replacement, parts & labour

4. Project Groups (Lots)

These Grouping of Schools listed will be the target locations for this bid.

Lots	MOE Region	Population type	Infant	Primary	All Age	Primary & Junior High	Teachers Colleges	Special Schools	Total	State homes
Lot 1	6. Old Harbour Clarendon & St. Catherine	Teachers	125	2482	260	452	29	49	3397	5
		Students	2715	58074	4421	6627	444	851	73132	
Lot 2	4. Montego Bay St. James, Westmoreland & Hanover	Teachers	94	1089	300	267	41	36	1827	6
		Students	2178	28856	7501	5477	625	438	45075	
	5. Mandeville St. Elizabeth, Manchester	Teachers	41	1106	118	302	109	46	1722	5
		Students	644	23443	2349	6067	1300	363	34166	
Lot 3	1. Kingston and St. Andrew	Teachers	66	1584	180	667	415	220	3132	5
		Students	1413	40083	3298	13025	2989	1823	62631	
Lot 4	2. Port Antonio St. Mary, Portland & St. Thomas	Teachers	42	1066	111	255	76	4	1554	1
		Students	701	20456	1423	3933	470	63	27046	
	3. Brown's Town St. Ann & Trelawny	Teachers	41	759	274	158	67	34	1333	1
		Students	731	17287	5441	2858	311	233	26861	

Lots	MOE Region	Population type	Tablets	Carts	Approx. no. Tablets /year	Approx. no. Carts /year
Lot 1	6. Old Harbour Clarendon & St. Catherine	Teachers	4,466		406	
		Students	19,214	519	1,747	47
Lot 2	4. Montego Bay St. James, Westmoreland & Hanover	Teachers	2,435		221	
		Students	11,960	323	1,087	29
	5. Mandeville St. Elizabeth, Manchester	Teachers	2,289		208	
		Students	9,083	245	826	22
Lot 3	1. Kingston and St. Andrew	Teachers	4,122		375	
		Students	16,484	446	1,499	41
Lot 4	2. Port Antonio St. Mary, Portland & St. Thomas	Teachers	2,030		185	
		Students	7,072	191	643	17
	3. Brown's Town St. Ann & Trelawny	Teachers	1,733		158	
		Students	6,984	189	635	17

5. Schedule of Events

Bid documents available	Sep 6, 2017
Bidders Meeting	Sep 14, 2017 @ 10:00 am
Bid clarifications close	Sep 30, 2017 @ 12:00 noon
Closing date for submission of bids	Oct 11, 2017 @ 12:00 noon
Bid opening	Oct 12 June 1, 2017 @ 3:15 pm
Functional Presentation	Oct 23 - Oct 27, 2017

6. Inspections and Tests

The following inspections and tests shall be performed:

Functional Presentation

The bidder is required to make an oral presentation of their proposal. This presentation will be made to the Board Sub-Committee members and executive staff responsible for selection of the preferred bidder for this contract. The bidder is required to indicate and show functional and technical compliance of the technology being proposed as it relates to the Jamaican School environment. This opportunity is given to allow vendors the chance to further define the primary features and benefits of their proposed solutions, to allow clarification of weak areas in their proposal, and to permit questions from the audience. Oral presentations are mandatory. Presentations will be two hours unless otherwise specified by e-Learning Jamaica. Dates and times of the presentations will be organised between e-Learning and the respective bidders.

The presentation format is left to the discretion of the vendor. The presentation room will be equipped with audio/visual equipment as required. In the oral presentation, vendors will be expected to provide the following information:

- Company overview, partnerships, and future strategy
- Proposed solution overview
- Demonstration of proposed solution including specifications, performance, hardiness, syncing and app loading, refreshing
- Proposed deployment plan (including professional services approach or partnerships)
- Vendor support strategy/program and Manufacturer's commitment/support

In showing the proposed solution, the vendor must demonstrate the use and advantages of the technology being proposed by way of a demonstration. The demonstration should focus on ease of use, performance, safety and security features as well as support functions. The demonstration will be scheduled at the e-Learning Jamaica's office in New Kingston.

Delivery inspection

Upon delivery to the school site, each device will be inspected for general functionality. Any device not passing the general functionality test will not be accepted. The tests will include;

- Physical condition; scratches, dents and cracks
- Power up and power off
- Start-up of Operating System
- Wi-Fi connectivity
- Charging/syncing
- Presence of accessories
- Security features (labeling etc)
- Protective cases functionality

PART 3 - Contract

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

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

or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the SCC.

Contract Documents

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

Fraud and Corruption

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

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;
 - iii. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the

execution of a contract; and

- iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
- d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between

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

4.4 Amendment

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

4.5 Nonwaiver

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

4.6 Severability

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

Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

Joint Venture, Consortium or Association	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.
Eligibility	<p>7.1 A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
Notices	<p>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.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Entity’s Country, unless otherwise specified in the SCC.
Settlement of Disputes	<p>1.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>1.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of which a notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under</p>

the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

1.3 Notwithstanding,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

Scope of Supply	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
Delivery and Documents	12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
Supplier's Responsibilities	13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
Contract Price	14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
Terms of Payment	15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC. 15.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
Taxes and Duties	16.1 For goods manufactured outside the Procuring Entity's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Entity's Country. 16.2 For goods Manufactured within the Procuring Entity's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until

delivery of the contracted Goods to the Procuring Entity.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Entity's Country, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**Performance
Security**

17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

17.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

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

Copyright

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

**Confidential
Information**

19.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following

completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

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

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Entity or Supplier need to share with GOJ or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

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

Subcontracting

under the Contract.

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

**Specifications
and Standards**

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 32.

**Packing and
Documents**

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

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

ordered by the Procuring Entity.

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|------------------------------|---|
| Insurance | 23.1 Unless otherwise specified in the SCC , the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC . |
| Transportation | 24.1 Unless otherwise specified in the SCC , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
| Inspections and Tests | <p>25.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.</p> <p>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Procuring Entity's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.</p> <p>25.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.</p> <p>25.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's</p> |

reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 25.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

Liquidated Damages

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

Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects

arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

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

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

located; and

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

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

28.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

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

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

Limitation of

29.1 Except in cases of criminal negligence or willful

Liability	<p>misconduct,</p> <p>(a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and</p> <p>(b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement</p>
Change in Laws and Regulations	<p>30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Entity's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.</p>
Force Majeure	<p>31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity,</p>

wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**Change Orders
and Contract
Amendments**

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

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

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

32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter

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

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

Termination

34.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the

extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

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

Assignment

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

Export Restriction

36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods or systems to be supplied in particular by sanctions arising from trade regulations from a country supplying those products/goods, systems or services, the supplier shall not be bound by its bid,

always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

- 36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially impede the supplier from meeting its obligations under the contract shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

Section VII. Special Conditions of Contract

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

GCC 1.1(j)	The Procuring Entity's country is: Jamaica
GCC 1.1(k)	The Procuring Entity is: <i>[e-Learning Jamaica Company Ltd.]</i>
GCC 1.1 (q)	The Project Site(s)/Final Destination(s) is/are: <i>[Pilot project schools]</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 Incoterms 2000 .
GCC 5.1	The language shall be: English
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: <i>[The Tender Officer]</i> Street Address: <i>[36 Trafalgar Road]</i> Floor/ Room number: <i>[PCJ Building, Ground Floor]</i> City: <i>[Kingston 10]</i> Jamaica Telephone: <i>[876-929-4044]</i> Facsimile number: <i>[876-929-8625]</i> Electronic mail address: <i>[tablets@e-ljam.net]</i>
GCC 9.1	The governing law shall be the law of: Jamaica
GCC 10.2	Amicable Settlement Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Procuring Entity and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of

	<p>dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p>Dispute Settlement</p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The mediator’s role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p>Arbitration</p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p>
GCC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are [<i>a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Commercial Invoice</i>].</p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

GCC 14.2	<p>The prices charged for the Goods supplied and the related Services performed “shall not,” be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment [see attachment to these SCC for a sample Price Adjustment Formula]</p>
GCC 15.1	<p>Sample provision</p> <p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (US dollars _____)</p> <p>(i) Advance Payment: [10] % of the Contract Price shall be paid within thirty (10) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: [80] % of the Contract Price of Goods received shall be paid within [thirty (30)] days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>(iii) On Acceptance: The remaining [10] % of the Contract Price shall be paid to the Supplier within [90] days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in [Jamaican dollars] within [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> <p>Payment for Goods and Services supplied from within the Procuring Entity’s country:</p> <p>Payment for Goods and Services supplied from within the Procuring Entity’s country shall be made in [Jamaican dollars], as follows:</p> <p>(i) Advance Payment: [10] % of the Contract Price shall be paid within thirty (10) days of signing of the Contract, and upon submission of claim and a</p>

	<p>bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: [80] % of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: The remaining [10] % of the Contract Price shall be paid to the Supplier within [90] days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 17.1	<p>A Performance Security [<i>“shall” be required</i>]</p> <p><i>The amount of the Performance Security shall be: [10% of the Contract Price]</i></p>
GCC 17.3	<p>If required, the Performance Security shall be in the form of : [<i>“a Bank Guarantee” or “a Performance Bond”</i>]</p> <p>If required, the Performance security shall be denominated in [<i>“ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”</i>]</p>
GCC 17.4	<p>Discharge of the Performance Security shall take place: [<i>six (6) months after acceptance</i>]</p>
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be: [<i>N/A</i>]</p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC 24.1	<p>Responsibility for transportation of the Goods shall be as follows: [<i>“The Supplier is required under the Contract to transport the Goods to the Project Schools within the Procuring Entity’s country, defined as the Project Site. The transport to such place of destination in the Procuring Entity’s country, shall include insurance and storage, as shall be specified in the Contract; shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms between the Procuring Entity and the Supplier</i>)]</p>
GCC 25.1	<p>The inspections and tests shall be: [<i>as stipulated in Section V Subsection 5 above</i>]</p>
GCC 25.2	<p>The Inspections and tests shall be conducted at: [<i>each school</i>]</p>
GCC 26.1	<p>The liquidated damage shall be: [<i>.85</i>] % per week</p>

GCC 26.1	The maximum amount of liquidated damages shall be: <i>[10]</i> %
GCC 27.3	The period of validity of the Warranty shall be: <i>[365]</i> days or greater For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[Project Schools]</i>
GCC 27.5	The period for repair or replacement shall be: <i>[2]</i> days.

Section VIII. Contract Forms

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1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

-
- (f) The Procuring Entity's Notification of Award
- (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Procuring Entity

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

For and on behalf of the Supplier

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

2. Performance Security

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

C.

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

D.

E.

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

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

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

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

3. Bank Guarantee for Advance Payment

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

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

[Bank's letterhead]

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

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

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

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

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

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

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

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

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



e-LEARNING JAMAICA COMPANY LIMITED

REQUEST FOR PROPOSAL ELJ2013-ES001 PROVISION OF TABLETS AND SERVICES FOR e-LEARNING PROJECT IN SCHOOLS

e-Learning Jamaica Company Limited (e-LJam), an Agency of the Ministry of Science, Energy and Technology (MSET), is a limited liability company established to manage e-Learning projects in collaboration with Government Ministries, Departments and Agencies. The projects are funded by the Universal Service Fund. The first project was implemented in partnership with the Ministry of Education focused on enhancing Jamaica's high schools and teachers' colleges, by providing digital content for CXC subjects, audiovisual and computing technology, and training teachers and lecturers in Basic ICT as well as the integration of technology in instructional delivery.

e-LJam and the MOEYI are now focusing on the pre-primary, primary schools across the island to implement a Tablet in Schools project (TIS), utilising tablet devices and other supporting technology to enhance the teaching and learning process. The project is again being funded by the Universal Service Fund.

TIS project will be commencing September 2017 and e-LJam is seeking suitably qualified partners to provide and support approximately 91,000 tablets with associated charging/ syncing carts, syncing software and services in up to 1,100 education institutions over an 11 year period.

REQUIREMENTS (Summary)

- Tablets should be minimum 8-10 inches in screen size with high resolution displays with capacitive type touch technology and smart protective cases
- Tablets should be robust, available in standard and child coloured versions as well as accommodate custom labeling to help with identification and security warnings.
- Charging/ syncing carts for storage, recharging and refreshing content of the tablets.
- Syncing software compatible with tablets and carts and Laptop running windows 10
- Preparation, delivery, warranty and support services

See the **Request for Proposal** available from web address below, for detailed requirements

ELIGIBILITY

Local Suppliers must

- i. Be registered with the National Contracts Commission in the following categories;
 - a. Computers and Related Services
 - b. Computers and Supplies.
- ii. Possess a valid Tax Compliance Certificate

Overseas Suppliers must

- i. Show evidence of Tax Compliance in their country of operation
- ii. Have a local office or an authorized local service provider

Proposals must be submitted by Wednesday October 11, 2017 @ 12:00pm, to;

The Tender Officer
e-Learning Jamaica Company Limited
PCJ Building – Ground Floor
36 Trafalgar Road
Kingston 10

FURTHER INFORMATION

Please access the website www.elearnja.org as of September 6, 2017 to obtain:

- i. Additional information on the project
- ii. Request for Proposal Document (click on “**Opportunities**”)

Clarification questions should be e-mailed to tablets@e-ljam.net.