



Bank of Jamaica

Request for Proposal

TENDER NAME: MAINTENANCE OF PBX SYSTEM

RFP #:2008-11-02-01

DEADLINE FOR SUBMISSION:

DATE: 8 FEBRUARY 2008
TIME: 10: 00 AM

Issue Date: 13 JANUARY 2008



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1.0 INTRODUCTION

1.1. Background

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

1.2. Overview and Technical Description of the Works, Goods and/or Services

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

1.3. Bidder Responsibilities

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

1.4. Terms of Contract

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

1.5. Confidentiality/Non-Disclosure

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

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

1.6. Eligibility Requirements

Bidders must be currently registered with the National Contracts Committee (NCC) in the category:

GENERAL SERVICES: Communication Equipment services

or

Electrical and Communication Supplies

and must be Tax Compliant. Bidders must submit proof of registration with the NCC and tax compliance with their proposal in order for their tenders to be considered. Failure to submit copies of valid NCC Certificate and TCC with each tender will result in the rejection of the tender except in cases where the requirement is specifically waived. The original certificate should be submitted for verification within seven (7) days following the closing date of the tender.



2.0 INSTRUCTION TO BIDDERS

2.1. General Guidance

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

2.2. Alternative Tenders

- 2.2.1. Alternative tenders can be submitted. Each alternative tender must be a fully responsive tender. **Where Bidders have more than one solution capable of meeting BOJ's requirement, it is incumbent on the Bidder to put forward what in their judgment is the better or best solution clearly highlighting their strengths and weaknesses.**
- 2.2.2. The tenders must be submitted physically separate from the other(s) and clearly marked as "Principal Proposal" or "Secondary Proposal", as appropriate. Secondary Proposals will be evaluated independently with no reference to any other proposal.

2.3. Period of Validity

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

2.4. Language and Currency of Offer

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

2.5. Application for Tender

- 2.5.1. Application for Tender form contained in [Appendix III](#) of this RFP must be completed and submitted.



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

2.6. Proposal Preparation

All responses should comply with these instructions. Failure to comply may result in your proposal being disqualified from consideration by the Bank.

- 2.6.1. A duly authorized Officer of the company must sign and submit the Proposal, with the appropriate company seal/stamp affixed. Submitted proposal must include the "Declaration Form" and "Disclaimer" at [Appendices IV](#) and [V](#) respectively of the RFP.
- 2.6.2. The Bidder shall name the person(s) authorized to negotiate on the Bidder's behalf and state their designations.
- 2.6.3. Arithmetic errors can be a basis for the disqualification of a bid. In the event that there is a discrepancy, Bank of Jamaica will use bid price.
- 2.6.4. The Bidder shall submit two (2) written copies of the Proposal in printed format.
- 2.6.5. Proposals must be packaged separately, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the Original shall govern.
- 2.6.6. The pages must be numbered consecutively and subject headings identified in a Table of Contents.
- 2.6.7. The proposal should be cross-referenced to the section/reference number of the RFP where possible.
- 2.6.8. The Proposal will not be considered responsive unless it has been submitted with the following items:

Section Number Section Title

1. Declaration and Application for Tender Forms
2. Executive Summary
3. Valid Jamaica Tax Compliance Certificate (See [Jamaica Tax Administration](#) for information on securing this document).
4. National Contracts Commission Certificate (International Companies will only be required to comply with this requirement after they have been selected but before the award of the contract).
5. Disclaimer
6. Tender Security (if applicable should **not** be enclosed with the Financial Proposal) (see [Appendix VII Item 3](#)).
7. Technical Proposal (see [Appendix VI A](#) for required components).
8. Financial Proposal (see [Appendix VI B](#) for required components).
9. Responses to all other information requested in this RFP.



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

2.7. Packaging Instructions

- 2.7.1. All envelopes must be sealed. Original and Alternative Proposals must be submitted separately and clearly marked "Principal Proposal" or "Secondary Proposal" as appropriate. Proposals will be evaluated independently with no reference to any other Proposal(s).
- 2.7.2. The Bidder shall use "**The Two Envelope System**". The Financial Proposal and the Technical Proposals must be placed in separate envelopes and clearly marked "**Financial Proposal**" and "**Technical Proposal**" respectively. Both envelopes shall be placed in an outer envelope with the Tender subject and number clearly printed on its exterior.
- 2.7.3. **The outer envelope shall be free of marks, words, and symbols which may be used to identify the bidder.**
- 2.7.4. The envelope containing the Financial Proposal, detailing the cost to supply the goods and services shall be marked:

FINANCIAL PROPOSAL

with the Tender subject and number, and shall have the name and return address of the Bidder clearly printed on its exterior.

- 2.7.5. The envelope containing the Financial Proposal shall **NOT** include the following:
- Application for Tender Form.
 - Executive Summary.
 - Valid Jamaica Tax Compliance Certificate.
 - National Contracts Commission Certificate.
 - Tender Security.
 - Technical Proposal.

Inclusion of any of these items in the envelope containing the Financial Proposal may result in the disqualification of the bid.

- 2.7.6. The envelope containing the Financial Proposal shall include the following:
- See [Appendix VI B](#)
- 2.7.7. Alternative tenders are being submitted they must be packaged separately and clearly differentiated e.g. "Principal Proposal" or "Secondary Proposal" as appropriate. Proposals will be evaluated independently with no reference to any other Proposal(s).

2.8. Proposal Submission

- 2.8.1. It is MANDATORY that all Proposals be physically delivered to the BOJ and after being stamped at the Information Desk, placed in the designated



receptacle (Bid Box) located in the foyer. Proposals delivered by international couriers are also subject to this requirement.

- 2.8.2. **Faxed copies of the Proposal, and Proposals sent by telex and email will not be accepted.**
- 2.8.3. Proposals must arrive at the Bank no later than the date and time specified in [Appendix VII Item 4](#) and the cover page of this document.
- 2.8.4. Proposals should be addressed as set out below:

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**ATTENTION: Chief Audit Executive
Internal Audit Division
Bank of Jamaica
Nethersole Place
Kingston, Jamaica**

- 2.8.5. The Proposal document or any part thereof, once submitted prior to the deadline, becomes the property of BOJ and will not be returned for any reason to the Bidder before the Tender opening.
- 2.8.6. A submitted Proposal in BOJ's possession may be altered or withdrawn provided that written notification of the modification or withdrawal is received prior to the submission deadline, appropriately marked and placed in the Bid Box. The Bidder's authorized representative must sign the modification or withdrawal notice.
- 2.8.7. Any format supplied by the Bidder must address the requirements specifically, clearly and completely.
- 2.8.8. Responses of a general nature that are subject to interpretation will not be in the Bidder's interest.
- 2.8.9. The Proposal should indicate important time frames such as projected period between BOJ's order and delivery of the required product. In this regard, a breakdown of the estimated times for delivery should be stated.
- 2.8.10. Proposals not satisfying the mandatory requirements in the specifications of the RFP outlined in section 2.6.8 shall be deemed non-compliant and the Proposal shall not receive further consideration.
- 2.8.11. All Proposals received before the Proposal Due Date shall remain sealed and deposited in a secure environment (the Bid Box) until public removal. After the deadline for submission of proposals, the Technical proposal shall be opened in the presence of members of the BOJ Evaluation Team.
- 2.8.12. It is understood and accepted by the Bidder that all decisions on whether a Proposal satisfies the Mandatory Requirements and meets the stated evaluation criteria are for the judgment of the BOJ in its sole discretion.
- 2.8.13. BOJ is not obligated to accept the lowest price or any bid.

2.9. Modifications to RFP

- 2.9.1. BOJ may modify the RFP prior to the Proposal Due Date, whether at its own initiative or in response to a clarification requested by a Bidder. Any amendment to the RFP will be communicated in the manner outlined at



[Appendix VII Item 5](#) as an addendum to the RFP. All amendments will form part of the tender document.

- 2.9.2. To afford Bidders reasonable time in which to take the amendment into account when preparing their bids, BOJ may, at its own discretion, extend the deadline for the submission of Proposals.

2.10. Enquiries

- 2.10.1. All queries and requests for clarification regarding the RFP shall be made by emailing bojtender@boj.org.jm indicating the subject (i.e. Tender Name and Number), or in writing as set out in [Appendix VII Item 6](#) by the date set therein.

- 2.10.2. Responses will be made available to all bidders by the date outlined in [Appendix VII Item 7](#).

2.11. Late Proposal

- 2.11.1. **Late tenders will be rejected.**
- 2.11.2. Bidders must allow sufficient delivery time to ensure receipt of their Proposal by the times specified. Post-marks before this time and date are not acceptable in lieu of actual receipt.
- 2.11.3. If a Proposal is received after the deadline for submission, BOJ will reject the Proposal. There will be no right of recourse or appeal after the final decision has been made.

2.12. Tender Security

- 2.12.1. BOJ may require Bidders to submit a tender security in the form of a manager's cheque. (See [Appendix VII Item 3](#) to determine if one is required).
- 2.12.2. Any tender which requires a Tender Security but is not accompanied by same will be deemed unresponsive.
- 2.12.3. Tender Securities will be returned to all bidders after the award of the contract.

2.13. Performance Security

- 2.13.1. A performance bond in the amount set out in [Appendix VII Item 9](#) may be required from the successful contractor for this project prior to the signing of the formal contract. Failure to provide the required performance bond within the specified/agreed period will be grounds for forfeiture of the tender security and contract award.

2.14. Tender Opening

- 2.14.1. All tenders received in response to this invitation **will be opened within half an hour** of the tender closure as set out in [Appendix VII Item 8](#).
- 2.14.2. The opening will take place at the Bank of Jamaica or any other venue determined at the date and time of the opening [Appendix VII Item 8](#).



- 2.14.3. All bidders responding positively to this Request for Proposal are invited to attend the tender opening at the time, date and place specified in [Appendix VII Item 8](#).

2.15. Bid Opening

- 2.15.1. All Tenders (or their representatives) who have attained the qualifying score on the evaluation of their Technical Proposals will be invited to attend if they choose, the opening of their Financial Proposals at the Bank of Jamaica, details are outlined in [Appendix VII Item 8](#).

2.16. Cost Incurred Prior to Final Award of Contract

- 2.16.1. The Bank of Jamaica is not liable for any costs, including but not limited to, travel, lodging or other out-of-pocket expenses incurred by Bidders prior to a written agreement, contract or purchase order.

2.17. Bank of Jamaica Disclaimer

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

3.0 SELECTION PROCESS

3.1. Responsiveness to the Tender Document

- 3.1.1. The Proposal will be considered to be substantially responsive if it conforms to all the terms and conditions of the RFP without material deviations. BOJ's determination of the Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to other sources.
- 3.1.2. In evaluating the proposals, the BOJ will consider any deviations to the RFP. Any deviation, which in the sole opinion of the Bank renders a bid non-responsive, shall result in the Bidder's proposal being rejected.

3.2. Evaluation Methodology

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

3.3. Reference Site Visit and Check

- 3.3.1. Where applicable site reviews and reference checks may be conducted at any time during the Technical Evaluation.



3.4. Clarification

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

3.5. Rejection of Tender

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

3.6. Notification of Results

- 3.6.1. The Bank of Jamaica will notify each Bidder of the outcome of its bid.
- 3.6.2. After the Successful Bidder furnishes the documents required in the acceptance letter, the BOJ will notify the other Bidders that their bids have been unsuccessful and will return their tender securities.
- 3.6.3. If negotiation with a Successful Bidder does not result in a Final Agreement, Bank of Jamaica reserves the right to discontinue negotiation and enter into negotiations with other Bidders based on their scores/rankings, or to discontinue all negotiations and terminate the RFP.



APPENDIX I

TECHNICAL DESCRIPTION OF SERVICES AND/OR WORKS

The Bank invites proposals from Nortel Authorized Service providers registered with the National Contracts Commission for the maintenance and support of its Nortel Meridian Option 61C PBX System. The selected service provider will be required to maintain the system's availability at a state of 99% operational readiness through a combination of preventative (scheduled) and remedial (on-call) maintenance.

The service agreement will be for an overall period of Twenty-Four Months subjected to an annual review of the service provider's performance based on agreed standards of performance.

Details of the minimum content of the proposal are included at [Appendix VI A](#) of this Request for Proposal.

Details of the system's specifications are included in this Request for Proposals.

Where necessary, Bidders are required to make appointments for a site visit to inspect the equipment and communications infrastructure in order to inform their proposal.



APPENDIX I A

Equipment Specifications

(Insert PDF File Here)



APPENDIX II

GENERAL TERMS OF CONTRACT





GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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



- (j) "Local currency" means the currency of Jamaica;
- (k) "Party" means BOJ or the Contractor, as the case may be, and "Parties" means both of them';
- (l) "Personnel" means persons hired by the Contractor as employees and assigned to the performance of the contract or any part thereof;
- (m) "Project Site" means the site for delivery of the services;
- (n) "Services" means the services/works stated in Appendix I and any incidental goods required to deliver these services;
- (o) "Third Party" means any person or entity other than BOJ, or the Contractor.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Headings

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

1.5 Notices

Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have



been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to the registered business address of the party to whom it being sent, or such other address as may be notified by that Party from time to time in accordance with this clause; or when sent by electronic mail or facsimile, to the correct electronic mail address or facsimile number of the Party to whom it is being sent as may be notified by that Party from time to time in accordance with this clause.

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

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

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

1.8 Tax Compliance Certification

The Contractor shall present to BOJ, at the time of contract award, a valid Tax Compliance Certificate.

1.9 Corrupt or Fraudulent Practices



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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public officer in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among Bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive BOJ of the benefits of fair competition;

(b) shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for this contract;

(c) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank of Jamaica contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, this Bank of Jamaica procurement contract.



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

2.1 Effective Date of Contract

This Contract shall come into force and effect on the date as specified in writing by BOJ, or on such other date as the parties may agree in writing on which date the Contractor shall commence the provision of the services.

2.2 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6 hereof, this Contract shall expire on the date agreed by the parties in writing.

2.3 Entire Agreement

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

2.4 Modification

BOJ may at any time, by a written Notice given to the Contractor make changes within the general scope of the Contract for the services to be performed. Modification of the terms and conditions of this Contract shall only be made by written agreement between the Parties after each Party has given due consideration to any proposals for modification made by the other Party and where required as a result of any such alteration amendment, omission, addition or variation, a reasonable additional time shall be allowed to the Contractor for all extra work authorized hereunder. The Contractor shall comply with the notice and shall be bound by the same as though it was first included in this Agreement.

2.4.1 Adjustments In Consideration For Variations and Alterations

The difference in cost, if any, (including a reasonable allowance in respect of work already done, but not required) occasioned by variations or alterations directed under sub clause 2.4 hereof or otherwise permitted by BOJ's Representative shall be added to or deducted from the Contract Price as the case may require. The proposed amount of such difference shall



be estimated by the Contractor in accordance with and having regard to the terms of this Agreement and/or in accordance with accepted practices, and shall be submitted to BOJ's Representative not later than two days after the variation is directed or permitted but before the variation is done. If BOJ Representative approves in writing the amount proposed as fair and reasonable, the Contract Price shall be increased or decreased accordingly. The Contractor shall not alter the Services or in any way change or deviate from the Appendix A except as directed or permitted in writing by BOJ Representative.

2.5 Force Majeure

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



2.5.1 No Breach of Contract

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

2.5.2 Measures to be Taken

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

2.5.3 Extension of Time

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

2.5.4 Consultation

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



2.6 Termination

2.6.1 By BOJ

BOJ may terminate this Contract for the reasons stated below in this Clause by not less than seven (7) days' written prior notice of termination to the Contractor, except in the event listed in paragraph (f) below, for which there shall be a written prior notice of not less than fourteen (14) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6:

- (a) if the Contractor fails to remedy a failure in the performance of its obligations hereunder within ten (10) days of receipt of notification of the failure from BOJ;
- (b) if the Contractor becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) if the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 6.3 hereof;
- (d) if the Contractor submits to BOJ a statement which has a material effect on the rights, obligations or interests of BOJ and which the Contractor knows to be false;
- (e) if, as the result of Force Majeure, the Contractor is unable to perform a material portion of the contract for a period of not less than thirty (30) days; or
- (f) if BOJ, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.



2.6.2 By The Contractor

The Contractor may terminate this Contract for the reasons stated below in this Clause by not less than fourteen (14) days' written prior notice of termination to BOJ, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) below:

- (a) if the BOJ fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to Clause 6 within thirty (30) days after receiving written notice from the Contractor that such payment is overdue;
- (b) if the BOJ is in material breach of its obligations pursuant to this Contract and has not remedied the same within twenty-one (21) days (or such longer period as the Parties may have agreed in writing) following the receipt by BOJ of the Contractor's notice specifying such breach;
- (c) if, as the result of Force Majeure, the BOJ is unable to perform a material portion of its obligations under the contract for a period of not less than thirty (30) days; or
- (d) if the BOJ fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5 hereof.

2.6.3 Disputes about Events of Termination

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



3. OBLIGATIONS OF THE CONTRACTOR

3.1. General Obligations

3.1.1 Standards of Performance

The services supplied under this Contract shall conform to the standards detailed in the Contract Documents. Proof of conformance shall reside with the Contractor. The Contractor shall carry out the obligations hereunder with due diligence, efficiency, and economy, in accordance with the contract documents. The Contractor shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of BOJ in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Contractor shall always act, in respect of any matter relating to this Contract, to safeguard BOJ's legitimate interests, pursuant to Conditions of this Contract.

3.2 Diligence and Due Care

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



3.3 Prohibition of Conflicting Activities

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

3.4 Confidentiality

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

3.5 Liability

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

3.6 Insurance/Indemnity

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

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

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



3.7 Bank Security

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

3.8 Timely Execution of The Services

- (i) Time shall be of the essence in the performance of the obligations of the Contractor.
- (ii) The Contractor shall provide everything necessary for the proper and timely execution of the Services, and complete the Services subject to and in accordance with the schedule of works, which is detailed in the Proposal.

4. CONTRACTOR'S PERFORMANCE

4.1 Assignment

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

4.2 Incidental Goods

The Contractor is required to provide any or all of the incidental goods required to effectively perform the necessary services. The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during shipment and/or other transport. The Contractor shall promptly repair or replace any goods that are damaged in transit due to inadequate packing or any other related causes. Packages shall be clearly demarked for easy identification.

4.3 Delivery

- 4.3.1** The Contractor shall deliver the services to BOJ at the project site(s) during the contract period.



4.3.2 If the Contractor fails to deliver any or all of the services in accordance with the Contract during the contract period, then, without prejudice to BOJ's rights for breach of Contract, BOJ may terminate the Contract.

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

4.4 Inspection and Acceptance

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

4.4.2 Should any inspected services fail to conform to the specifications, BOJ may reject the services and notify the Contractor of such rejection in writing. The Contractor shall forthwith either re-deliver the rejected services or make alterations necessary to meet specification requirements free of cost to BOJ.

4.4.3 At BOJ's discretion, inspection for acceptance shall also be performed on the re-delivered and/or altered services.

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

4.5 Contractor's Warranty

4.5.1 BOJ shall promptly notify the Contractor in writing of any claims arising under the Contractor's warranty. Upon receipt of such notice, the Contractor shall forthwith re-deliver non-conforming services without cost to BOJ.



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

4.6 Contractor's Warranties As To The Works

Notwithstanding anything herein contained or any requirement or specifications stated, the Contractor hereby represents, warrants and covenants to and with BOJ, which representations warranties and covenants shall continue for the term of this Agreement and shall survive its termination, that:

- (i) It has examined the applications thoroughly and is familiar with the service to be provided.
- (ii) The Contractor warrants that the services supplied under the Contract are timely, efficient, effective and of the desired quality, pursuant to the Contract documents.
- (iii) All materials supplied under this contract shall be subjected to a written Manufacturer's Warranty.
- (iv) That the service will be free from all defects of any kind or character.
- (v) **The Contractor, is experienced and possess the skill necessary to render the performance of its obligations hereunder.**
- (vi) If within six months after the completion of the Services any defects arise as a result of the Services, then upon receipt from BOJ of notice of such defect the Contractor will promptly cause such defect to be repaired or remedied at the Contractor's sole cost and expense.
- (v) The Contractor will allow BOJ's representative access to all areas of work. This access is to allow the BOJ representative to inspect the work to certify quality and production control.

4.7 Additional Contractor's Warranties

The Contractor hereby represents, warrants and covenants to and with BOJ, that there is no litigation pending, threatened or anticipated which would or might have a materially adverse effect on the Services or on the business or financial condition of the Contractor or on the ability of the Contractor to duly perform his obligations under this Agreement.



5. PAYMENTS, GUARANTEES AND LIABILITIES

5.1 Contract Price

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

5.2 Currency of Payment

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

5.3 Performance Security

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

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

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

5.4 Mode of Billing and Payment

Billings and payments shall be made as follows:

- (a) Notwithstanding the following paragraphs, all payments shall be tied to Contractor performance.
- (b) Request for payment by the Contractor shall be made in writing and accompanied by an invoice describing the services performed and upon fulfillment of any other obligations stipulated in the Contract.
- (c) The balance of monies due to the Contractor less a retention sum equal to 5% of the Contract sum shall be paid within fourteen (14) days after the Works have been satisfactorily completed in accordance with the Terms and Conditions of this Agreement.
- (d) The release of the retention sum of 5% shall be paid after six (6) months.
- (e) If any installment payment to be paid to the Contractor by BOJ remains unpaid for a period in excess of thirty (30) days after submission of the Contractor's request for



payment, the Contractor may terminate this Agreement upon expiration of fourteen (14) days written notice to BOJ. This Agreement upon said expiration shall terminate absolutely and the Contractor's obligations to BOJ shall cease without prejudice to the liability of BOJ in respect of the outstanding payment(s).

5.6 Delays in Contractor Performance

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

5.7 Liquidated Damages for Unsatisfactory Performance

Subject to Clause 2.4.1, if the Contractor fails to deliver any or all of the services within the period(s) specified in the Contract, BOJ shall without prejudice to its other remedies under the Contract, deduct from monies due to the Contractor liquidated damages in the amount of 0.1% of the Contract sum per calendar day for each day of delay up to a maximum of 15% of the contract price.

5.8 Retention Monies

BOJ shall withhold 5% of the Contract Price for the duration of the defects liability period as stated in the Contract documents. Within this period:

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



6. SETTLEMENT OF DISPUTES

6.1 Amicable Settlement

Any claim for loss or damage arising out of breach or termination of the Agreement shall be settled between BOJ and the Contractor by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation of the negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of the dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of the expiration of this period, BOJ shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (30) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the Mediator shall advise the parties of the failure of the Mediation.

For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute. Such notice shall be given in accordance with Clause 1.5.

For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties in accordance with Clause 1.5.

6.2 Dispute Settlement

In the event of the failure of the mediation between the parties, the Mediator will record those verifiable facts that the parties have agreed. The Arbitration shall be conducted in accordance with Clause 6.3. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The Mediator's role in the dispute resolution process shall cease upon the appointment of the Arbitrator. During the dispute settlement process the Contractor shall continue to perform



the work in accordance with this Contract. Failure to do so shall be considered to be a breach of this contract.

6.3 Arbitration

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

6.4 Waiver

BOJ reserves the right, from time to time, and can on more than one occasion waive any of the obligations or conditions imposed under this Agreement on the Contractor. No waiver by BOJ of any breach of any obligation or conditions of this Agreement by the Contractor shall constitute a waiver by BOJ of any prior, concurrent or subsequent of the same or any other obligation or condition.

6.5. Amendments

A variation of this Agreement is effective only if the parties have agreed to it in writing.



APPENDIX III

BANK OF JAMAICA

APPLICATION FOR TENDER

NAME OF TENDER: _____

**COMPANY
NAME:** _____

ADDRESS: _____

PRINCIPAL OFFICERS:

NAME	ADDRESS	PRIMARY OCCUPATION	SIGNATURE
1.			
2.			
3.			

EXPERIENCE IN:

(The recent history of applicant may be submitted as a separate document)

Special Emphasis on:

- The number and names of large clients.
- Repeat customers.
- Timing required for delivery of service.

3. Letters of recommendations from clients

BANKER(S)

NAME	ADDRESS
1.	
2.	
3.	



APPENDIX IV

DECLARATION FORM

Name of Bidder: _____

Address of Bidder: _____

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

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

Signature and Seal

Date

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



APPENDIX V

DISCLAIMER

TO: Bank of Jamaica
Nethersole Place
Kingston

NAME OF BIDDER:

ADDRESS OF BIDDER:

BID PURPOSE:

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

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



APPENDIX VI A

TECHNICAL PROPOSAL

The Technical Proposal will comprise the following:

1. Corporate Profile and Qualifications, which shall include the following:
 - (a) Relevant experience;
 - (b) Audited financial statements for the last ~~...two...~~ (~~..2..~~) years.
 - (c) **Proof of authorization as a Nortel Authorized Service provider.**
2. List of customers (references) giving names and contact details;
3. Key Project Resource Persons;
4. Description and conditions of Services.

Description of Services clearly stating the methodology for providing the services stated at [Appendix I](#). The Bidder may clearly state available service option(s) in this section. This section should include:

- a. Listing, description, and schedule of preventative maintenance activities.
- b. Service policy and performance standards
- c. Escalation procedures and response times
- d. Draft of Maintenance Agreement Terms & Conditions
- e. Options in the Design of the maintenance package
- f. Details of other services that fall outside the scope of the agreement
- g. Details pertaining to the availability and storage of critical parts and equipment
- h. List of recommended critical parts and associated prices

APPENDIX VI B

FINANCIAL PROPOSAL

The Financial Proposal will comprise the items listed below:

1. Total Cost Summary
2. All Taxes where applicable
3. Quotation details
 - Preventative Maintenance Costs for a two year contract period subjected to annual performance review.
 - Details of cost for annual and monthly charges
 - Cost per hour for remedial maintenance.
 - Payment terms and schedules.
 - Details of other charges and tariffs that fall outside the scope of the agreement



APPENDIX VII

INSTRUCTIONS FOR PROPOSAL SUBMISSION

- Item 1: The tender validity period is **90** days after the Proposal due date.
- Item 2: The cost presented in the Proposal should be stated in **Jamaica** dollars.
- Item 3: Tender Security [Y/N] **...N....** Amount if applicable \$**..... 00**. (Manager's cheque only)
- Item 4: Deadline for Proposal submission Date: **8/02/2008** Time: **10:00 a.m.**
- Item 5: Any amendment to the RFP will be made by <http://www.boj.org.jm/rfp.php> for the benefit of all Bidders. (It is therefore incumbent on bidders to **monitor** the website where the addendum document will be published).
- Item 6: All queries and requests for clarification regarding the Request for Proposal must be made by emailing BOJTender@boj.org.jm on or before **21 January 2008**, Subject: **Queries/Clarification- Tender # 2008-11-02-01 Maintenance of PBX System**.
- Item 7: Responses to all queries will be made available to all Bidders by: **28/01/2008**.
- Item 8: Tenders will be opened at the Bank of Jamaica on: **8 February 2008** at **10:10 A.M.** (only Technical Proposals will be opened).

Financial Proposal Opening

Bidders or their representative who have attained a score of Seventy-Five (75) points on the evaluation of the Technical Proposal will be invited to attend (if they choose), the opening of their Financial Proposal on:

Date: **15 February 2008**

Time: **10:00 AM**

Location: **Bank of Jamaica**

- Item 9: A Performance Security [Y/N] **...N....** Amount if applicable \$**..... 00** . 00 is required.



APPENDIX VIII

EVALUATION METHODOLOGY

The minimum required score for the Technical Evaluation is 75 points. The contractor attaining the minimum required score will be invited to the opening of the Financial Proposals.

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

1. Maintenance Services Particulars (75.. points)

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

2. Stability and Financial Status (...10.. points)

This criterion will be based on the Technical Proposal ([Appendix VI A](#)) Item number 1 of this Tender Document.

3. Customer Support (...15...points)

This criterion will be based on responses to item 4, Technical Proposal [Appendix VI A](#) and including product demonstration, site visits to the Contractor and/or Contractor's customer's location(s), if applicable.

**GENERAL EVALUATION MATRIX****Name of Tender: MAINTENANCE OF PBX SYSTEM****RFP NUMBER : 2008-11-02-01****Date: 08 FEBRUARY 2008**

Particulars		Bidders	
Description			
	POINTS	SCORES	
<u>Bid Qualification Checklist</u>			
Cover Letter			
Executive Summary			
Declaration Form			
Disclaimer			
Tax ID and TCC			
NCC Certification			
Technical Proposal			
Financial Proposal			
<u>A. Bidder Stability & Financial Status</u>	10		
Years in Business	2		
Statement of Experience and Qualification	4		
Financial Health	4		
<u>B. Maintenance Services Particulars</u>	75		
• MAINTENANCE HOURS	15		
• PREVENTATIVE MAINTENANCE TERMS	15		
• REMEDIAL MAINTENANCE TERMS	15		
• RESPONSE TIMES	15		
• SPARE PARTS POLICY	10		
• FLEXIBILITY OF CONTRACT	5		
<u>C. Bidder Service and Customer Support</u>	15		
Customer References (letters of recommendation)	2		
Service Policies	3		
Adequacy of Training for Users and Administrators	5		
Support Services	5		
<u>TOTAL TECHNICAL SCORE</u>	100		
<u>D. TOTAL PRICE PROPOSAL SCORE</u>	20		
ANNUAL CHARGE	15		
CALL OUT CHARGES	5		



GENERAL EVALUATION FORMULA

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

Q_t is the score of the Technical Proposal

t = Technical weighting (...80..%)

TP is total points (out of 100) for Technical Proposal,

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

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

C_f is the score of the Financial Proposal;

c = Cost weighting (...20..%)

F_{low} is the lowest Bid price; and

F is the Bid price of the Proposal under consideration,

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

- C. Total Score = $Q_t + C_f$

Total Score

Total Score = Technical Score + Financial Score