



GOVERNMENT OF JAMAICA

MINISTRY OF SCIENCE, ENERGY & TECHNOLOGY

Waterproofing of Roof

Ref No: MSET/W/MTNC-JAN2023/04

January 2023



MINISTRY OF SCIENCE, ENERGY AND TECHNOLOGY

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REQUEST FOR PROPOSALS **MSET/W/MTNC-JAN2023/04**

January 9, 2023

Re: Waterproofing of Roof at the Ministry of Science Energy & Technology (MSET)

1. The **Ministry of Science, Energy and Technology (MSET)**, utilizing public funds invites you to submit your price bid for **the Waterproofing of Roof** as per the attached Scope of Work at Section 2.
2. The bid must be submitted in hard copy.
3. Only bids from eligible suppliers as defined in paragraph 1 of Section 1, Instructions to Suppliers will be considered.
4. Bids must be submitted by **Thursday, January 19, 2023 at 3:00 p.m.**
5. No Bid Security is required.

Ministry of Science, Energy and Technology

Addenda

Section 1	Instructions to Bidders
Section 2	Scope of Work
Section 3	Form of Bid
Section 4	Form of Contract Agreement

Section 1 Instructions to Bidders

1. Eligible bidders

- 1.1 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 Subsuppliers or suppliers for any part of the Contract including related services.
- 1.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders and any named Subsuppliers shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission by presenting proof with a valid copy of the Tax Compliance Certificate/Letter (TCC/TCL).
- 1.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.

2. Disqualified Bidders

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

3 Qualification of the Bidder

- 3.1 A Bidder must meet the following qualification requirements to be considered for the procurement contract award:
 - a. Evidence as a Supplier in the execution of at least one work of the nature and complexity equivalent to the works included in this Invitation, over the last three years.
 - b. The Bidder may not subcontract any part of the works.

4. Fraud, Corruption and Other Prohibited Practices

- 4.1 The Government of Jamaica requires that all parties involved in the procurement

proceedings and execution of such contracts observe the highest standard of ethics.

4.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.

4.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall:

(a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

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

(c) risk other sanctions provided for in the Act or the regulations.

5. Documents Comprising the Bid

5.1 The bid submitted by the Bidder shall comprise the following documents:

1. Signed Letter of Bid on your company Letter Head
2. Evidence as a Supplier in the execution of at least one work of the nature and complexity equivalent to the works included in this Invitation over the last three years.
3. Valid copy of or Tax Compliance Certificate (TCC) or Tax Compliance Letter (TCL)
4. Public Procurement Commission (PPC) Certificate in the following category:
 - o **Works: Contractor – Building Construction (Roofing), minimum Grade 3**

6. Bid and Evaluation Criteria

6.1 The Bidder must quote for all the items specified in Section 2 Scope of Work.

The procuring entity may award the contract to the Bidder following the evaluation and any negotiation.

7. Bid Prices

7.1 Prices must be quoted in Jamaican Dollars for completion of the works within **eight (8) weeks after receiving a fully executed copy of the Contract.** All custom duties, import and any other taxes or fees applicable for materials or works imported in Jamaica and GCT should be quoted separately, where applicable.

7.2 Prices shall remain fixed and not subject to adjustment during the period of performance of the contract.

Site Visit

8.1 The Bidder shall visit the site(s) of the project and obtain for himself, at his own responsibility and risk, all information that may be necessary for preparing the bid and entering into the procurement contract. The costs of visiting the site(s) shall be at the bidder's own expense. **A site visit is scheduled for Thursday, January 12, 2023 at 12:30 p.m.**

8.2 The procuring entity will arrange for the bidder and any of its personnel or agents to gain access to the relevant site(s), provided that the bidder submits in writing a request for the proposed visit within five days of the date of this invitation.

No site visits shall be permitted after the deadline for the submission of bids and prior to the award of the procurement contract.

8. Validity of Bid

9.1 Your bid should be valid for a period of **Ninety (90)** days from the deadline for submission.

9. Language of the Bid

10.1 All documents relating to the bid and contract shall be in the English language.

10. Signing of the Bid

11.1 The original of the bid shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the bidder.

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

11. Submission of the Bid

12.1 Bids shall be submitted by hand in hard copy and bidders shall enclose the original and each copy 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 single envelope should be duly marked as follows:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the procuring entity as follows;

Attention: **Senior Procurement Officer**

Address: Ministry of Science, Energy and Technology
PCJ Building
36 Trafalgar Road
Kingston 10

Floor-Room number: Reception Area, 2nd Floor

(c) bear the specific Ref Number; and

(d) bear a warning not to open before the time and date for deadline for opening.

12.2 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.

12.3 The bids shall be deposited in the BID BOX provided in the address stated above.

12.4 A Bidder may modify or withdraw its bid once submitted but only prior to the deadline for submission. The modification or withdrawal must be prepared as above, however, the outer envelope must also be marked 'MODIFICATION' or 'WITHDRAWAL'.

Failure to be directly obtain the Request for Proposal Document from the Procuring Entity will result in disqualification of that bidder from participating in the procurement process.

12. Deadline for Submission

12.1 The bid must be submitted to the procuring entity no later than **Thursday, January 19, 2023 at 3:15 p.m.**

12.2 Public Opening of Bids will take place on **Thursday, January 19, 2023 at 3:15 p.m. in the Conference Room, 2nd Floor at the address stated above.**

13. Late Bids

14.1 The procuring entity shall not consider any bid that arrives after the deadline for submission. All late bids shall be declared late and rejected.

14. Confidentiality

15.1 Information relating to the examination, evaluation, and comparison of bids and recommendation for the procurement contract award shall not be disclosed to bidders or any other persons not officially concerned with the procurement proceedings until publications of the contract award.

15.2 Any attempt by the bidder or any person to influence the procuring entity during the procurement process, pursuant to Section 46 of the Act, shall result in the rejection of the bid.

15. Negotiation

16.1 The procuring entity may seek to negotiate and obtain a reduction in the bid price in order to ensure best value for money.

Procuring Entity's Right to Accept Any Bid and to Reject any or all Bids:

- 17.1 The procuring entity reserves the right to accept or reject the bid, and to cancel the procurement proceedings and reject the bid, at any time prior to the award of the procurement contract, without incurring any liability to the affected Bidder(s).

16. Clarifications or Further Information

- 18.1 Any request for clarification or further information must be received **three (3) days** before the bid deadline. All request must be in writing to the Procurement Officer (insert email address) or the address provided at Clause 11.

17. Notification of Award and Standstill Period

- 19.1 Prior to the expiration of the period of bid validity, the procuring entity shall notify all bidders, in writing, of the determination of the successful bid including all the information required by Section 44(2) of the Public Procurement Act, 2015.
- 19.2 The date of the notification under ITB Sub-Clause 42.1 establishes the commencement of the standstill period. The standstill period will be **Five (5) days**. During this time bidders may query, apply for reconsideration or otherwise challenge the decision of the procuring entity. This may include a request for debriefing seeking explanations for the grounds on which their bids were not selected.

18. Signing of Contract

- 18.1 On the expiry of the standstill period the procuring entity shall send the successful bidder the Letter of Acceptance.
- 18.2 The successful bidder shall return the signed contract within **five (5) days** from the date of the Letter of Acceptance.
- 18.3 On receipt of the signed contract Agreement the procuring entity will immediately notify in writing all unsuccessful bidders, of the final results of the bidding process.

19. Right to Reconsideration and Review

- 21.1 **Subject to section 49 of the Public Procurement Act 2015 and in accordance with The Public Procurement (Reconsideration and Review) Regulations, 2018 an eligible bidder has the right to reconsideration or review of an action or decision of the procuring entity.**

Section 2 Scope of Work

The general specifications given herein are for the supply of material and labour for Waterproofing of the 5th Floor and Penthouse Roof.

5th Floor Roof:

- Clean and prepare slab for waterproofing – 900m²
- Supply and install SIKA Waterproofing to area – 900m²
- Remove existing damaged membrane from Planter Boxes – 140m²
- Supply and install Elastomeric sealant to flower bed - 140m²

Penthouse:

- Remove existing waterproofing membrane – 400m²
- Supply and install new layer of waterproofing – 400m²
- Remove existing damaged membrane from planter boxes – 42m²
- Supply and install new membrane in planter boxes – 42m²

Mandatory site walkthrough is required.

Safety on the Job Site

It shall be the responsibility of the Contractor to develop the appropriate construction and maintain safety mechanisms for all works to ensure the safety of his workmen and resident stakeholders.

Contractor shall ensure that all workers wear the required Personal Protective Equipment (PPE) at all times, while carrying out works.

Site Access and Coordination

The contractor shall coordinate with the MSET to ensure that the necessary arrangements are in place to facilitate the smooth work activities on site. The contractor shall ensure that works scheduled within regular working hours have minimal impact on the activities of the staff and Tenants of the MSET. The contractor shall:

- Notify the MSET at least 48 Hours in advance of any access interference and obtain approval before proceeding with interruptions.
- Make all arrangements to ensure that access to the work space is available for all equipment and work.
- Confirm with the MSET for the safest and best locations for access to the building and surrounding environs.
- Avoid any extended blockage of driveways required for access to the building.
- The contractor shall make his own arrangements for disposal of garbage accumulated from the installation.

Handling and storage

The contractors shall be solely responsible for the safekeeping in good condition of all materials and for on-site storage of all materials and equipment.

Supervision

The contractor shall ensure the active supervision of all works to be done and coordinate the task of any Sub-Contractor where applicable.

Proposed Delivery Schedule

The bidder shall be responsible to create a complete and detailed project schedule which should be submitted at the proposal stage. The implementation of the project shall be within the shortest time frame possible.

Bill of Quantity

Item	Description	Quantity	Unit	Rate	Price
	<u>Waterproofing of the 5th Floor and Penthouse Roof</u>				
	5 th Floor:				
A	Clean and prepare slab for waterproofing	900	M ²		
B		900	M ²		
C	Supply and install SIKA Waterproofing to area	140	M ²		
D	Remove existing damaged membrane from Planter Boxes	140	M ²		
E	Supply and install Elastomeric sealant to flower bed				
	Penthouse:				
F	Remove existing waterproofing membrane	400	M ²		
G		400	M ²		
H	Supply and install new layer of waterproofing	42	M ²		
J	Remove existing damaged membrane from planter boxes	42	M ²		
	Supply and install new membrane in planter boxes				
	TOTAL BQ2				

[illegible]

Evaluation Criteria

The method of assessing the winning proposal will be as follows:

MANDATORY SUBMITALS	Y/N
Company Profile	
Valid TCC. Tax Compliance Certificate	
Valid PPC Registration Certificate	
Site Visit Form	

Technical Competence /Experience in Building Construction	Allotted Points	Points
Years of experience undertaking similar Construction Services at Commercial Buildings.	<ul style="list-style-type: none"> • ≤10 years – [20] • ≤7 >10 years – [12] • ≤5 >7 years – [7] • ≤2 >5 years – [3] • >2 year [0] 	
Number of Jobs contracts completed in building construction and roofing. (Bidders are expected to submit a list of contracts supplied/performed with dates, addresses and contact numbers.) (List must be shown in the document)	<ul style="list-style-type: none"> • ≤8 contracts – [15] • ≤5 >8 contracts – [10] • ≤3 >5 contracts – [7] • ≤1 >3 contracts – [3] • None [0] 	

Technical Competence	Allotted Points	Points
Time: [10] Lowest Proposed Time (ST) ----- x 10= Time points (T) Time Proposed (XT)	10	
Past Performance Record (2 Client Referrals) The contractor must submit two (2) Client Referrals from clients for whom similar works and services were provided. This information should be completed by the client using the Client Referral Form supplied at Section 3 (Bidding forms) . The completed forms must bear the clients' seal or stamp or it will be rejected and it must be sealed. The score will be calculated as X/48 * 5 , where X is the total number of points obtained from the Client Reference Forms.	5	

Warranty		
Warranty on workmanship (Bidder with the longest warranty – (3 years minimum) will receive the maximum points): [10]	10	

Length of warranty of bid evaluated (WB)		
----- X 10= Warranty points		
Length of longest warranty proposed (LW)		

COST EVALUATION

The maximum points for cost, is forty (40) per cent. This is a competitive process and bidders' prices are evaluated against the lowest bid price received. That is, the bidder that indicates the lowest price for the services will automatically achieve the maximum available points (40) and every other price will be assigned points relative to the lowest bid price.

The formula to be used is:

Bid score:

$$\frac{\text{Cost of lowest quotation (LQ)}}{\text{Cost of other quotation (XQ)}} \times 40 = \text{Cost Weight (C)}$$

Bidders are therefore encouraged to submit the most competitive price quotations.

TECHNICAL COMPETENCE (TS)	60%	
COST (Service/Maintenance Contract) (C)	40%	
TOTAL (Final Score) FS	100%	

C	Cost Weight (%)
LQ	Lowest Quote
XQ	Other Quote
FS	Final Score
S	Site Visit
RQ	Relevant Qualification
E	Experience of Proposed Staff
TS	Technical Score

Please note that the award of Contract will be made to the bidder obtaining the highest evaluated score (of at least 60 points). That is, the Bidder that is eligible to perform the Contract satisfactorily and is most substantially responsive as per the Evaluation Criteria.

Referral Response Form

The Procurement Officer
Ministry of Science, Energy & Technology
36 Trafalgar Road
Kingston 10

Re: _____

(Name of Company)

Please rate the quality of service offered by the named Company by circling the relevant score for the quality criteria.

Excellent = 4 Good = 3 Satisfactory 2 Unsatisfactory = 1

<i>a. Service Quality</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
<i>b. Responsiveness of Management</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
<i>c. Customer Relations</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
<i>d. Conduct of staff</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
<i>e. Work Ethics</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>
<i>f. Meeting Goals and Timelines</i>	<i>4</i>	<i>3</i>	<i>2</i>	<i>1</i>

How would you rate the overall quality of previous work done?

Excellent [] Good [] Satisfactory [] Unsatisfactory []

How would you rate the overall quality of service provided?

Excellent [] Good [] Satisfactory [] Unsatisfactory []

Please give general comments on the company's performance during your contact with them in the space provided below. (Attach additional sheets if necessary)

GENERAL COMMENTS:

Name: _____ Title: _____

Signature: _____ Company: _____

N.B. please affix company's seal/stamp or your form will be deemed invalid

Section 3 Letter of Bid

Date: _____

Ref No.: _____

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Suppliers (**ITC**);
- (b) We offer to supply, in conformity with the Invitation for Bids, the following:
 - i. Supply and Installation of Emergency Lights and Exit Signs at Select Location at the PCJ Building, 36 Trafalgar Road, Kingston 10
- (c) The total price of our bid, excluding any discounts offered in item (d) below, but including all applicable taxes is: _____

- (d) The discounts offered and the methodology for their application are: _____
_____;
- (e) Our bid shall be valid for a period of **60 days** from the date fixed for the bid submission deadline in accordance with the Invitation for Bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We do not have any conflict of interest in accordance with **ITC 1**;
- (g) Our firm, its affiliates or subsidiaries (including any subsuppliers or suppliers for any part of the contract), have not been declared ineligible procuring entity in accordance with **ITC 2** ;
- (h) We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bid process or execution of the contract:
- (j) 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.
- (k) We understand that you are not bound to accept the lowest responsive bid or any other bid that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful bid or after the successful bid is accepted if
 - (i) the supplier presenting the bid is disqualified under the Act or the regulations of the Public Procurement Act, 2015;
 - (ii) the procurement is cancelled;

- (iii) the supplier presenting the successful bid is excluded on the grounds of corruption, unfair competition and a conflict of interest; or
- (iv) the procurement, the bid or the supplier contravenes or is otherwise not compliant with the provisions of the Public Procurement Act, 2015.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____

Section 4 Form of Contract Agreement

THIS CONTRACT AGREEMENT made the _____ day of _____, 2019

BETWEEN

[insert complete name of procuring entity], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Jamaica, or corporation incorporated under the laws of Jamaica] and having its principal place of business at *[insert address of procuring entity]* (hereinafter called “the procuring entity”), of the one part,

and

[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”), of the other part:

WHEREAS the procuring entity desires that the works known as *[insert name of works]* should be executed by the supplier, and has accepted a bid by the supplier for the execution and completion of these works and the remedying of any defects therein,

The procuring entity and the supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (i) the Bid
 - (ii) the Addenda Nos _____(if any)
 - (iii) the Conditions of Contract;
 - (iv) the Specification
 - (v) the Drawings; and
 - (vi) the completed Bill of Quantities.
3. In consideration of the payments to be made by the procuring entity to the supplier as indicated in this Agreement, the supplier hereby covenants with the procuring entity to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The procuring entity hereby covenants to pay the supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Jamaica on the day, month and year indicated above.

Signed by _____(for the procuring entity)

Signed by _____ (for the supplier)

Conditions of Contract

1. Definitions:

- a. Bill of Quantities specifies procuring entity's estimate of quantity for each item of work and priced accordingly by the supplier;
 - b. The Completion Date is [insert date] and is the date of completion of the works as certified by the procuring entity. This may only be revised by the procuring entity in writing.
 - c. The procuring entity (one party) is
 - d. The contract is the contract between the procuring entity and the supplier to execute, complete, and maintain the works as specified in the specifications or in other sections of the contract. The name and identification number of the contract is given in the Invitation to Quote.
 - e. The supplier (the other party) is a person or corporate body whose bid to carry out the works has been accepted by the procuring entity.
 - f. The supplier's bid is the completed document (Invitation to Quote together with attachments) submitted by the supplier to the procuring entity.
 - g. The contract Price is [insert contract price].
 - h. Days are calendar days; months are calendar months.
 - i. A Defect is any part of the works not completed in accordance with the contract.
 - j. The Defects Liability Period is one year counted from the Completion Date.
 - k. Equipment is the supplier's machinery and vehicles brought temporarily to the Site to construct the works.
 - l. Materials are all supplies, including consumables, used by the supplier for incorporation in the works.
 - m. The Project Supervisor is the person appointed by the procuring entity and who is responsible for supervising the execution of the works and administering the contract.
 - n. Works means the scope, specification and drawings of the works included in the contract and any modification or addition made or approved by the procuring entity.
 - o. The Site is .
 - p. The Start Date is [insert date]. It is the latest date when the supplier shall commence the execution of the works.
 - q. The Variation is an instruction given by the procuring entity in writing which varies the scope of the original Work requirements.
2. Fraud and Corruption. GOJ requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.

A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall

- (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;

- (b) have their bid rejected if it is determined that the bid or supplier is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica
- (c) risk other sanctions provided for in the Act or the regulations.
3. Language and Law. The contract shall be in English. The law governing the contract shall be the applicable law(s) of Jamaica. The supplier shall comply with all applicable Laws in the performance of the contract.
4. Communications. Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.
- (a) the term “in writing” means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
- (b) “Electronic communications” means the transfer of information using electronic or similar media and the recording of information using electronic media.
5. Assignment. Neither party may assign the whole or part of the contract.
6. Supplier’s Risks. From the Starting Date until the Project Supervisor has issued a certificate for the correction of any Defects, the risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the works, materials and equipment) are the supplier’s risks.
7. Works to be Completed by the Completion Date. The supplier shall commence execution of the works on the Start Date and shall carry out the works in accordance with the work schedule submitted by the supplier, as updated with the approval of the Project Supervisor, and complete them by the Completion Date.
8. Safety. The supplier shall be responsible for the safety of all activities on the Site.
9. Delays Ordered by the Project Supervisor. The Project Supervisor may instruct the supplier to delay the start or progress of any activity within the works. Delays or suspension of work by the Project Supervisor which increases the supplier’s costs shall be subject to equitable adjustments by the procuring entity.
10. Defects. The Project Supervisor shall give notice to the supplier of any Defects before the end of the Defects Liability Period, which begins at Completion. The Defects Liability Period shall be extended for as long as Defects remain uncorrected. Every time notice of a Defect is given, the supplier shall correct the notified Defect within the length of time specified by the Project Supervisor’s notice. If the supplier has not corrected a Defect within the time specified by the Project Supervisor’s notice, the Project Supervisor will assess the cost of having the Defect corrected, and the supplier will pay this amount, or the procuring entity shall recover these amounts by deduction from the amounts due to the supplier.
11. Program. Within seven (7) days of the written notification of award, the supplier shall submit to the Project Supervisor for approval a Program showing the general methods, arrangements, order, and timing for all activities of the works. The Project Supervisor’s approval of the Program shall not alter the supplier’s obligations. The supplier may revise the Program and submit it to the Project Supervisor again at any time. A revised Program will show the effect of Variations.
12. Changes in Quantities. The supplier shall carry out all the activities and complete them in accordance with the scope of work specified in the contract as part of the prices in the Bill of Quantities which

shall not be subject to any changes. In the case of unit rate contracts no adjustment in the unit rate shall be made if the variation in quantity of each item does not exceed 25% of the initial estimated quantity. If the quantity exceeds 25% the Project Supervisor will determine if there is any justification to revise the unit price, based on information provided by the supplier, and will fix such rate as he deems appropriate with the approval of the procuring entity.

13. **Payment Certificate.** The Project Supervisor shall check the supplier's executed work and certify the amount to be paid to the supplier. The value of work executed shall comprise the value of completed items of work.
14. **Payments.** Payments shall be adjusted for deductions on account of mobilization payments and retention money. The procuring entity will make its best efforts to pay the supplier the amounts certified by the Project Supervisor within twenty (20) days of the date of each certificate.
15. **Mobilization Payment.** The procuring entity may make mobilization payment to the supplier in the amount up to ten (10) percent of the contract Price after the supplier has provided any mobilization payment Bank Guarantee for an equal amount. The mobilization payment shall be repaid by deducting proportionate amounts from payments otherwise due to the supplier, to be recovered within one-half of the contract completion period.
16. **Completion and Taking Over.** The supplier shall request the Project Supervisor to issue a certificate of completion of the works, and the Project Supervisor will issue such a certificate when he determines that the work is satisfactorily completed. The procuring entity shall take possession of the site within seven (7) days of the Project Supervisor's issuing a certificate of completion of the works.
17. **Final Account.** The supplier shall supply the Project Supervisor with a detailed account of the total amount that the supplier considers payable under the contract before the end of the Defects Liability Period. The Project Supervisor shall issue a Defects Liability Certificate after the supplier has fulfilled its obligations under the contract to this end and certify any final payment that is due to the supplier within fifteen (15) days of receiving the supplier's account if it is correct and complete. If it is not, the Project Supervisor shall issue within fifteen (15) days a schedule that states the scope of the corrections or changes that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Supervisor shall decide on the amount payable to the supplier and issue a payment certificate.
18. **Termination.** The procuring entity or the supplier may terminate the contract if the either party causes a fundamental breach of the contract. Fundamental breaches of contract shall include, but shall not be limited to, the following:
 - a. The supplier stops work for ten (10) days when the stoppage has not been authorized by the Project Supervisor;
 - b. if the supplier, has engaged in fraud and corruption, as defined in Clause 2, in competing for or in executing the contract;
 - c. a payment certified by the Project Supervisor is not paid by the procuring entity to the supplier within thirty (30) days of the date of the Project Supervisor's certificate;
 - d. the Project Supervisor gives notice that the supplier has failed to correct a Defect within twenty (20) days as determined by the Project Supervisor; and
 - e. the supplier has delayed the completion of the works by thirty (30) days.

Notwithstanding the above, the procuring entity may terminate the contract for its convenience by giving the supplier a thirty day notice in writing. If the contract is terminated, the supplier shall stop work immediately, make the Site safe and secure, and leave the Site within fifteen (15) days of the completion of the notice period.

19. Force Majeure: Either party may terminate the contract by giving thirty (30) days' notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.
20. Payment Upon Termination. If the contract is terminated because of a fundamental breach of contract by the supplier, the Project Supervisor shall issue a certificate for the value of the work completed and for the materials already ordered less the mobilization payments received up to the date of the issue of the certificate. If the total amount due to the procuring entity exceeds any payment due to the supplier, the difference shall be a debt payable by the supplier to the procuring entity.
21. Property. All materials and construction equipment on the site, temporary works, and works shall be deemed to be the property of the procuring entity if the contract is terminated because of the supplier's default.
22. Resolution of Disputes. The procuring entity and the supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the contract. The place where arbitration will take place will be Jamaica.

APPENDIX 1

Copy of the Supplier's Bid