



THE UNIVERSITY OF THE WEST INDIES, MONA CAMPUS
Procurement Policies and Procedures Manual



The University of the West Indies - Mona Campus
Procurement Policies and Procedures Manual

March 2003



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THE UNIVERSITY OF THE WEST INDIES, MONA CAMPUS

Procurement Policies and Procedures Manual

PREFACE

TO PROCUREMENT POLICIES

AND

PROCEDURES MANUAL

The Procurement Policies and Procedures Manual has been developed for the use of departments of the Mona Campus in order to:

- establish a uniform procurement system across the Campus
- enhance transparency and accountability in procurement transactions
- promote fiscal prudence in spending the University's financial resources.

The policies and procedures governing the procurement process have been presented in a user-friendly language and format. To facilitate easy reference, an electronic copy of the manual is also available on the Campus' web site. It is expected that departments will communicate implementation experiences to inform the continued development of best practices and procedures. Additionally, as the organization is continuously faced with the need to react to change in the commercial environment, the manual must undergo periodic review and amendment.

The manual addresses procurement of goods and services (excluding academic consultancies) and provides for the establishment and maintenance of a list of suppliers to guide departments in the selection of approved suppliers. In keeping with the multi-faceted nature of the institution, the manual seeks to provide a procedural framework that can accommodate the range of goods and services required, particularly as suppliers are drawn from a diverse international marketplace.

Elaine Robinson
Campus Bursar
March 2003



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Introduction

1 INTRODUCTION

1.1 Purpose and Objective

The University of the West Indies is the premier institution of higher education in the Caribbean. In performance and fulfillment of this role, the University acquires a significant volume of goods and services from external suppliers as well as some from internal suppliers.

Public funds constitute a large part of this outlay, and in this regard the Administration of the Mona Campus of the University of the West Indies is driven to ensure that all procurement transactions are open, equitable and economically delivered. Towards this objective an instrument, which is consistent with the Financial Code of the University, is required to guide and regulate the conduct of procurement transactions; hence this manual.

This document sets out and explains the policies and procedures governing procurement at the University of the West Indies Mona Campus (UWI Mona). It is intended for the guidance of officers engaged in planning and contracting for the procurement of goods, services and works on behalf of UWI Mona. It is also intended to assist suppliers and contractors in the provision of services to the UWI Mona.

These policies and procedures are intended to ensure that:

- The process of procuring goods services and works is fair and transparent
- Suppliers or contractors are judged on the basis of competence and capability without regard to gender, religion, or other discriminatory bases
- Procurement documents include specifications of clear terms of reference in appropriate form and in sufficient detail to make clear the required nature of the works, goods or services being procured.
- The Campus receives value for money
- The risk of litigation against the Campus is minimised

1.2 Scope of Application

The policies and procedures set out in this document apply to all procurement carried out by UWI Mona. In carrying out procurement activities, employees of UWI Mona shall follow the policies and procedures as set out herein. Failure to comply with the procurement policies and procedures set out in this document will result in the imposition of sanctions as defined in Section 2.19 of this document.

1.3 Financial Code

The policies and procedures defined in this manual shall be read and interpreted in conjunction with the Financial Code of the University of the West Indies.



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1.4 Structure of the Manual

The remainder of the manual is structured as follows:

Section	Brief Description
2 - Procurement Policies	This section defines the policies for procurement at the University of the West Indies, Mona Campus. It documents the campus-approved suite of policies for the full range of procurement activities
3 - General Procurement Procedures	This section defines the campus-approved steps to be taken to perform and complete procurement activity
4 - Contract Procurement	The section on Contract Procurement details the campus-approved steps to be taken specifically for contracting for capital works



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Terms	Definitions
Airway Bill	The document used for the shipment of air freight by national and international air carriers that states the commodities shipped, shipping instruction, shipping costs and related costs
Approved List	A formal list of those suppliers or contractors that have been evaluated and deemed to be capable of satisfactory performance
Arbitration	A means of settling disputes between parties with an objective outside party acting as a fact finder and a primary decision maker
Authorised Officer	The appropriately designated person from Projects Office, Business Development Office, Maintenance Services Department or the Bursary
Bid	An offer submitted in response either to an express invitation to bid/tender or to one without such an invitation.
Bid Bond	A bond issued by a surety on behalf of a contractor/supplier or funds submitted with a bid, which serves as a guarantee to the University, that, if the bid is accepted, the contractor/supplier will execute a contract and provide a performance bond. Surety is obligated to pay the University the difference between the contractor's bid and the next lowest bidder, if the bid is accepted and the contractor fails to execute the contract.
Bill of Lading	A carrier's contract and receipt for goods it agrees to transport from one place to another and to deliver to a designated person
Bond	A written instrument executed by a bidder or contractor (the principal) and a second party (the surety) to assure fulfillment of the principal's obligation to a third party.
Breach of Warranty	This occurs when the material or product fails to meet the quality or other specification warranted by the supplier
C.I.F.	See Cost, Insurance, and Freight
Conflict of Interest	A situation in which an individual has a personal interest (or responsibility) as well as a job responsibility and a clear possibility exists that there may be a conflict between the two. The individual's actions may be influenced by his/her personal interest to the detriment of performing the professional responsibility effectively (e.g., buying from a supplier owned by a family member)



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Terms	Definitions
Consultant	A service provider whose services are primarily intellectual in nature
Consultant Services	Services that provide expertise as required by the University
Contract	<p>A written or oral agreement between two or more competent parties that expresses, for a consideration, a job or service to be performed or goods to be provided that is legally enforceable under its terms and provisions</p> <p>Contract Administration Those activities and actions taken by the buyer and supplier during the time from contract award to contract closeout. They may include follow-up, expediting, and many supplier management functions</p>
Contractor	Any provider of works in consideration of an agreed sum
Cost, Insurance and Freight (CIF)	A sales practice in international trade whereby the supplier quotes a price that includes the cost of the material, freight charges to a destination point, and marine insurance enroute
Day	Calendar day, unless otherwise stated
	Defect Liability An obligation stipulated in a contract which binds the provider of works to make good to the recipient of such works any fault identified in such works within a specified period after handover.
Design Specification	A complete description of an item, including the composition of materials to be used in making the product, as well as size, shape, capacity, dimensions, tolerances, and sometimes method of treatment or manufacture
Direct Contracting	The contracting of an individual or firm without following a competitive procedure
Domestic Contractor	A contractor having his principal place of business in Jamaica
Emergency Purchases	Services and goods required immediately to remedy or avoid: <ul style="list-style-type: none">• threats to the safety, health or welfare of students, staff or the public• disruption of services vital to the operation of the University• damage or destruction to the University's property or facilities



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Terms	Definitions
F&GPC	Finance and General Purposes Committee, Mona
Family Connection	A relationship involving a spouse, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, parents of spouse, brother-in-law, sister-in-law and common-law.
Free on Board (FOB)	<p>Delivery of the goods with all charges paid aboard the carrier's equipment without cost to the buyer. However, the F.O.B. terms go far beyond this concept and establish a contractual arrangement in which title is transferred between supplier and purchaser at the F.O.B. point.</p> <ul style="list-style-type: none">• F.O.B. Destination, Freight Collect means that title passes from the supplier to the buyer at the destination point, and that the freight charges are the responsibility of the purchaser. (The supplier owns the goods in transit and is responsible for filing loss and damage claims against the carrier, but the purchaser pays and bears the freight charges and files any overcharge claims.)• F.O.B. Destination, Freight Prepaid means that title passes from the supplier to the buyer at the destination point, and that the supplier pays the freight charges. (The supplier pays and bears the freight charges, own the goods in transit, and may file claims for overcharges, loss, and damage, etc.)• F.O.B. Destination, Freight Prepaid and Charged means that the title passes at the destination point, and that the freight charges are paid by the supplier and added to the invoice. (The supplier pays the freight charges, owns the goods in transit, and files all claims for overcharges, loss, damages, etc. The purchaser bears the freight charges.)• F.O.B. Origin, Freight Allowed means that the purchaser obtains title where the shipment originates and is responsible for all claims against the carrier, but that the supplier pays for the freight charges. F.O.B. Origin, Freight Collect means that title passes to the buyer at the point of origin, and that the buyer must pay the freight charges. (The buyer owns the goods in transit, and files all claims against the carrier.)• F.O.B. Origin, Freight Prepaid and Charged means that title passes to the buyer at the point of origin, and that the freight charges are paid by the supplier and then collected from the purchaser by adding the amount of the freight charges to the invoice. (The supplier pays the freight charges and files claims for overcharges. The purchaser bears the freight charges, owns the goods in transit, and files claims for loss and damage with the carrier.)



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Terms	Definitions
Goods	Objects of every kind and description (except land or interest in land), including raw materials, products and equipment and objects in solid, liquid or gaseous form, as well as services incidental to the supply of the goods
Guarantee	<p>The assumption of responsibility for payment of a debt or performance of some obligation if the liable party fails to perform to expectation</p> <p>Independent Contractor The following elements are essential to establish the relationship of an independent contractor to its client, as contrasted with the relationship of an agent to its principal. An independent contractor must: (1) exercise independent judgment as to the means used to accomplish the result; (2) be free from control or orders from any other person; and (3) be responsible only under the contract with the client for the result obtained</p>
Invitation for Bids	The request made or solicitation document sent to potential suppliers for a firm bid on goods or services to be purchased. The document typically describes the University's needs and the manner in which the bids will be evaluated
Invitation to Tender	See Invitation for Bids
Lease	Acquisition of real and personal property by means of a contract in which the lessor conveys to the lessee the use of the property in return for a specified rent or other compensation
Letter of Credit	An international business document that assures the seller that payment will be made by the bank issuing the letter of credit upon fulfillment of the sales agreement
Limited Tender	Express invitations to predetermined firms rather than a public announcement. Procurement offered through limited tender is generally not advertised. These firms must be qualified firms, selected in a nondiscriminatory manner, including eligible foreign firms, when available
Maintain	Upkeep to normal state of depreciation
Mediator	A neutral third party that acts as a facilitator to assist in resolving a dispute between two or more parties. Assist parties in focusing on the real issue of the dispute and generate options for settlement



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Terms	Definitions
Negotiation	An exploratory and a bargaining process (planning, reviewing, analyzing, compromising) involving a buyer and seller, each with their own viewpoints and objectives, seeking to reach a mutually satisfactory agreement on all phases of a procurement transaction including price, service, specifications, technical and quality requirements, payment terms, etc
Open Tender	The procurement opportunity is open to all interested local and foreign contractors
Performance Bond	A deposit or contract of guaranty supplied by a supplier or contractor to protect the University if the supplier or contractor is unable to complete a contract as agreed. Secures the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in a contract by the supplier or contractor.
Procurement	Includes such duties as specification development, supplier market research, negotiation, buying activities, contract administration, receiving and stores. Project A number of activities dedicated toward a common objective. Include capital works for the construction of: <ul style="list-style-type: none">• New building• A major extension to an existing building• Major infrastructure• Major works
Project Manager	Person with oversight responsibility for a particular project. Purchase Order A written contractual document prepared by a buyer to describe all terms and conditions of a purchase
Purchase Requisition	A written or computerized request to the Purchases Unit for the procurement of goods or services from suppliers
Refurbish	Restore to original state of functionality without significant update of components.
Renovate	Restore functionality with significant update of components
Repair	Restore to normal operational use



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Terms	Definitions
Request for Proposal (RFP)	A solicitation document used to obtain offers to be used either in a firm-bid purchasing process or in a negotiated purchasing process, as stipulated in the request
Routine Purchases	Acquisitions made in the normal course of the University's business from a Budget Holder's budget allocation.
Scheduled Purchases	Purchases that are made under a term commitment to a supplier for certain goods and services over a pre-determined period of time at predetermined prices. Such purchases are typically covered under a blanket purchase order
Selective Tender	Procurement opportunities offered through selective tender are open to all appropriately registered and qualified supplier or contractors
Services	Any object of procurement other than goods or works
Specification	A description of the technical requirements for a material, product, or service that includes the criteria for determining whether these requirements are met. A specification may describe the performance parameters, which a supplier has to meet, or it may provide a complete design disclosure of the work or job to be done. Specifications for service contracts normally take the form of a statement of work
Supplier	An individual or organization that supplies goods and/or services to the University for payment.
Technical Service Provider	Refers to Mona Information Technology Services, Maintenance Services Department and Electronics Unit
Tender	See Bid
Tender Validity Period	The specified period of time for which the terms and conditions encapsulated in a bid/tender document shall remain valid. The time period may be specified in the invitation to tender/bid documents prepared by the UWI and/or the tender/bid documents prepared by the service supplier
TMA	"The Maintenance Authority" being the computerised administrative system for maintenance management
Validity Period	Period up to which bids should remain valid for acceptance



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Warranty	A specific assurance made by the seller to a buyer concerning the performance, quality, or character of the goods or services sold. A guarantee by a seller to the buyer that if goods or services sold requires repair or remedy within a certain period after its purchase, the seller will repair or remedy the problem at no cost to the buyer.
Works	All work associated with the construction, reconstruction, demolition, repair or renovation of a building, structure, roadway, or other site, such as site preparation, excavation, erection, building, installation of equipment or materials, decoration and finishing, as well as services incidental to construction



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1.6 Organisational Framework

The procurement system of the UWI Mona Campus is operated through a system of:

- Committees with varying levels of authority and power to award contracts
- Departments and individuals with centralized responsibility for specific steps in the procurement process
- User departments that initiate procurement transactions.

1.6.1 Finance and General Purposes Committee (F&GPC), Mona

This is a standing committee of the Campus Council which shall exercise the powers of the Council in all matters connected with the receipt and expenditure of money and in all other matters whatsoever in respect of which the powers of the Council are not otherwise specifically delegated

1.6.2 Grounds, Buildings and Premises Committee

This is a standing committee of the F&GPC that receives and considers all plans for erection of new buildings, the extension and alteration of existing buildings, the establishment of car parks and the construction of other works at the Mona Campus. The committee is also charged with the responsibility for the preparation of an overall building plan, having regard to projected physical development, provision of space and the use of existing land.

The Grounds, Buildings and Premises Committee must approve all additions/extensions to existing buildings or new buildings for development.

1.6.3 Traffic and Parking Committee

This is a sub-committee of the Grounds, Buildings and Premises Committee and is required to monitor traffic and parking on the campus, to ensure that existing rules are implemented and observed and to make recommendations for the improvement of parking and traffic flow.

Recommendations from this committee must be made to and approved by the Grounds, Buildings and Premises Committee.

1.6.4 Contracts Committee

This is an ad hoc committee initiated by the Procurement Manager and must comprise representation from the following as may be necessary:

- Projects Office
- Maintenance Services Department
- Business Development Office



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- Campus Bursary
- Legal officer (ex-officio)
- Technical Expertise (include MITS, Electronics Unit or external consultant)
- Requesting Department
- Procurement Manager
- Contracts Officer

This ad hoc committee, at a minimum, must include three representatives with one drawn from each of the following areas, the Campus Bursary, the Requisitioning Department and the relevant area of technical expertise. The Campus Bursar or designate shall be the Chairperson of the Contracts Committee.

The Contracts Committee shall consider bids for the supply of goods and services for procurement contracts in excess of \$500,000.

1.6.5 Maintenance Services Department

This department has responsibility for the maintenance of the entire estate. In general, procurement that impacts on existing infrastructure shall be routed through the Maintenance Services department. However, where such procurement forms a part of works being undertaken by the Projects Office or Business Development Office, there must be consultation with the Maintenance Service Department.

1.6.6 Projects Office

The Projects Office receives requests for capital works and major refurbishment that are submitted to the Grounds and Building Committee for approval. The Projects Office then takes on the necessary work.

1.6.7 Business Development Office

This unit is charged with responsibility for the identification and development of business opportunities (namely commercial or revenue generating) for the campus. This unit shall ensure the initiation of projects of a commercial nature, liaising with the relevant departments in the execution and monitoring of the project.

1.6.8 Bursary

The Bursary is responsible for the financial management and accounting functions of the Campus. The Bursary is required to monitor and manage the overall treasury function and capital expenditure projects of which procurement is a critical component.

The Purchases Unit of the Bursary is directly responsible for the administration of the general procurement activities of the Campus.



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1.6.9 Mona Information Technology Services (MITS)

This unit is responsible for the approval and maintenance of all equipment and infrastructure that connects to the Campus network or interacts with an application that is provided and supported by MITS. All procurement items of this nature shall be referred to this department for appropriate recommendation. This includes all applications used throughout the Campus, all software and hardware and specifically all requests for uninterruptible power supply (UPS) systems.

1.6.10 Electronics Unit

This unit is responsible for the maintenance of primarily teaching and research instrumentation. All procurement items of this nature shall be referred to this department for appropriate recommendation.

1.6.11 Departments

Departments initiate procurement transactions and have authority within their approved limits as stated in Section 3 of this manual.

1.6.12 Procurement Manager

Reporting to the Campus Bursar, the Procurement Manager is responsible for the upkeep of the Campus' procurement policies, procedures and systems and for the regulation of processes of acquisition of all goods, services and works from outside suppliers.

1.6.13 Contracts Officer

The Contracts Officer is a member of the Bursary, reporting to the Bursar. The position is responsible for:

- Maintenance of the approved list of suppliers and contractors
- Drafting of contracts where UWI standard contract form is not applicable
- Interpretation of contract terms where issues of interpretation are to be resolved
- Provision of advice to the Procurement Manager and departments



1.6.14 Signing Officers

The following persons are authorized to sign contracts on behalf of the UWI, Mona Campus:

- Principal
- Deputy Principal
- Campus Registrar
- Campus Bursar
- Deputy Bursar.



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2 PROCUREMENT POLICIES

This section of manual defines the procurement policy framework of the University, describing Mona Campus-approved policies for the procurement of goods and services. The section covers policies for the full spectrum of procurement, including but not limited to:

- Procurement Planning
- Application of appropriate procurement methods
- Code of Conduct and Sanctions for breaches of approved campus policies.

2.1 Procurement Planning

Departments shall perform forward planning for all procurement in order to ensure that the University meets the needs in the most effective, economical and timely manner. Annual procurement plans shall coincide with budgets and shall address technical, operational, management and other significant considerations.

2.2 The Lease or Purchase Decision

Procuring departments should address this issue on a case-by-case basis, evaluating the comparative life-cycle costs, the nature of the procurement and other relevant factors. At a minimum the procuring department should consider:

- Estimated period of time the equipment is to be used and the extent of use during that time
- Financial and operating advantages of alternative types and makes of equipment
- Cumulative rental or lease payments for the estimated period of use
- Net purchase price
- Opportunities for re-deployment or equipment after completion of intended use
- Maintenance and other service costs
- Potential obsolescence, due, for example, to imminent technological improvements
- Net present value of either option.

As a general rule, purchase is appropriate if goods or services will be used beyond the point in time when cumulative leasing costs exceed the purchase costs.

Leasing is appropriate if it is to the University's advantage under the circumstances of the particular procurement. Leasing may also serve as an interim measure when the circumstances require immediate use of goods or service to meet objectives or do not currently support acquisition by purchase.



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2.3 Procurement Methods and Conditions for their Use

Officers involved in procurement must plan the process to ensure that the most appropriate methods of procurement are employed having regard to the nature and value of the goods, works or services required and the circumstances surrounding the procurement. Persons requiring assistance are encouraged to check with the Purchases Unit.

The use of personal means of payment for the procurement of goods, services and works for and on behalf of the UWI Mona Campus shall only be permitted with prior approval of the Bursary.

Following are the methods that have proven to be effective:

2.3.1 Formal Contract and Purchase Order

Procurement shall be made by way of a formal contract (Appendices 1-1 and 1-2) on the basis of the following criteria:

- value equal to or greater than \$500,000 and
- the procurement is not recurrent in nature (ie fixed/capital asset or a non-recurrent service of a consulting nature or otherwise) or
- the procurement is the first time purchase of an item that will become recurrent

A purchase order shall be required for all external procurement which includes procurement made under a formal contract.

2.3.2 Direct Contracting

Direct contracting consists of the contracting of a firm without following a competitive procedure. Direct contracting may be appropriate in circumstances such as the expansion of contracts for works or the acquisition of goods, when compatibility of equipment and spare parts is required, or in emergency cases or to extend a structure or entity originally completed through the contracting firm's intellectual property.

2.3.3 Limited Tender

Limited tendering involves express invitations to predetermined firms rather than a public announcement. Procurement offered through limited tender is generally not advertised. These firms must be qualified firms, selected in a nondiscriminatory manner, including eligible foreign firms, when available. At least three firms must be invited to ensure competitive prices. Limited bidding, which must be authorised in advance by the Procurement Manager, may be appropriate in cases such as:

- Contracts for amounts under \$50,000
- The failure of competitive public tendering



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- The acquisition of highly complex or specialised products
- A limited number of suppliers of a specific article or service
- An urgent need for key materials
- The need to standardise equipment.

Criteria for selecting suppliers or contractors should include:

- Nature of the work required
- Relevant experience
- Past performance record
- Current financial and technical capacities.

2.3.4 Selective Tender

Procurement opportunities offered through selective tender are open to all appropriately registered and qualified suppliers or contractors and are generally advertised as described in Section 4 of this manual. Procuring departments should endeavour to plan their procurement in order to allow sufficient time for interested suppliers or contractors to complete the required registration and/or pre-qualification processes in time to prepare and submit responsive tenders.

2.3.5 Open Tender

Open tender means the procurement opportunity is open to all interested local and foreign suppliers or contractors unless restricted by an external funding source, where applicable. Procurement with estimated value equal to or greater than \$4 million for construction works, including the associated consulting services, goods, and services as determined by the Procurement Manager must be offered through open tender.

2.4 Competition Requirements

The resources of the UWI must be used with strict attention to considerations of economy and efficiency. The method that best achieves this objective is competitive bidding. For this reason, procuring departments should employ competitive procedures best suited to the circumstances of the procurement action as guided by this manual and consistent with the need for efficient use of resources.

All qualified and appropriately registered suppliers of works, goods and services shall be given an equal opportunity to participate in the bidding process.



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2.5 Publication Requirements

2.5.1 Publicising Procurement Opportunities

Publicity is one of the most important elements of public bidding because it attracts the maximum possible number of eligible bidders. This publicity requires that the public notice of pre-qualification or registration, and that of the invitation to bid, when invitation is not restricted to pre-qualified firms, must be published on at least two occasions in a newspaper of wide national circulation. In the case of bidding with a value estimated to be equal to or above the thresholds set for international competitive bidding, in addition to the national publicity referred to above, international publicity may be carried out. In such cases, the public notice of pre-qualification or registration and that of submission of bids, when there has been no pre-qualification, may be published in a newspaper or recognised technical journal of wide international circulation.

2.5.2 Public Accessibility to Procurement Documentation

Select guidelines and procedures contained in this manual are available to prospective suppliers or contractors, who have been invited to provide works, goods or services to the UWI Mona Campus.

The procuring departments shall provide to suppliers and contractors, clear, specific descriptions of all materials, components and supplies required to complete the contract and shall provide such drawings, documents and models as are required to fully inform the contractor.

2.6 Rejection of Tenders or Proposals

UWI Mona may reject all tenders or proposals at any time prior to the acceptance without incurring liability to tenderers. Tenders that do not fulfill requirements of the tender documents or that contain irreparable errors or omissions should be returned without being evaluated. Tenders may be rejected if no bid complies with the tender documents, prices offered are not reasonable, or where there is evidence of collusion or lack of competition. Once the envelopes containing tenders are opened, the procuring department must, upon request, provide the grounds for any such rejection, but is not obliged to justify those grounds.

2.7 Contractor Registration and Classification

The Contracts Officer shall be responsible for the registration and classification of suppliers or contractors who wish to sell goods, services or works to the UWI Mona Campus. Qualification requirements for approved status include documented proof that applicants are capable of satisfactory performance in the categories and grades within which they apply to be registered.



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Evaluation criteria for registration shall include the following:

- Experience and results obtained in similar jobs
- Professional qualifications
- Performance record
- Personnel and equipment available
- Legal capacity to enter into contract
- Any litigation or arbitration resulting from prior contracts during the last five years
- Tax compliance
- Capacity (managerial, technical and financial)

Inclusion of the supplier or suppliers or contractor on the approved list does not automatically guarantee participation in UWI Mona procurement opportunities. Pursuant to the terms and conditions for participation in particular procurement opportunities, procuring departments may require that suppliers or contractors demonstrate eligibility in accordance with stated criteria which shall relate only to performance, experience, professional qualification, technical, managerial and financial competence and tax compliance. All UWI Mona departments that engage in procurement activities are required to utilize the register of suppliers or contractors except in the following circumstances:

- No qualified firm in the particular discipline desired has been registered
- No response to tender or proposal invitation is received
- Where open tendering is utilized.

2.7.1 Addition of Suppliers or contractors to Approved List

The UWI Mona Campus will not engage in contractual relations with suppliers or contractors that are not on the approved list. Where the need arises for goods and services, which can only be obtained from a supplier or contractor that is not on the approved list, the contracting department or unit shall request in writing, the addition of the contractor.

2.7.2 Debarment, Suspension and Ineligibility

A supplier or contractor may be disqualified and/or struck from the register of approved contractors, without liability to UWI Mona Campus, if it is found, at any time, that the information submitted concerning the qualifications of the supplier or contractor was deliberately false. Procuring departments should promptly report any such findings, along with any evidence and the reasons for its findings of falsification to the Contracts Officer in writing.



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A supplier or contractor may be disqualified, suspended or struck from the registers of approved contractors, without liability to UWI Mona Campus, for reasons of poor performance, pursuant to the contract documents. Procuring departments shall promptly report any such findings, along with any evidence and the reasons for its findings to the Procurement Manager in writing.

Any Supplier or Contractor, whether or not he has submitted a bid, who attempts to gain any advantage or concession for himself or any other person, by offering to a member of any Committee or officer of the University, a gift of money or any other favour, or approaches any member of Committees with respect to any matter that is before the Committees, or that is expected to come before the Committees shall be subject to disqualification and may be struck off the list of approved contractors.

Suppliers or Contractors shall be removed from the approved list for any of the following reasons:

- failure to observe the terms and conditions of the contract
- evidence of collusion between the contractor(s) and/or University employee(s)
- notification of the Supplier or Contractor’s bankruptcy
- failure to immediately notify the University of any changes in the data supplied by the supplier or contractor upon which his registration was based
- at the supplier or contractor’s own request
- failure to provide insurance coverage for the duration of the contract.

2.7.3 Continuous Retention of Contractor Services

No department is to retain any individual or the provision of services on a continuous basis such that the University will be exposed to the incurring of certain statutory costs.

2.8 Addition of Suppliers to Approved List

The University will not honour liabilities in respect of purchases from unapproved suppliers. When the need arises for goods/services which can only be obtained from a supplier which is not on the UWI Mona Campus list of approved suppliers, the requisitioning department shall write to the Purchases Unit to request the addition of the supplier (See Appendix 1-5). The request shall include justification for adding the supplier as well as the proposed suppliers GCT Number, TRN and proof of registration.

The Purchases Unit will carry out checks, including review of the approved suppliers list, to ensure that it is necessary to add a new supplier to the list.



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2.9 Deposits and Prepayments

2.9.1 Deposits for Goods, Services and Works

The maximum limit for deposit and prepayments on goods, services and works shall be 50% of the agreed contract price/total.

2.9.2 Performance Bond

Contracts in excess of \$4 million shall include a performance security bond. This is a written instrument executed by the supplier or contractor (the principal) and a second party (the surety) to guarantee fulfillment of the principal's obligation to the UWI Mona Campus. In the event of non-performance by the supplier or contractor, UWI Mona Campus shall request in writing that the supplier or contractor show just cause why the bond should not be realised. If the supplier or contractor fails to show just cause, the bond shall be realised and applied as payment to another supplier or contractor to complete the work

2.10 Requirements for Contract Formation

2.10.1 Separation of Contracts

No employee or committee of the University shall sub-divide the quantity of goods to be supplied or services or works to be undertaken into two or more portions so that the value of the portions will be within the limit of their authority.

2.10.2 Routing of Contracts

All contracts must be routed to the Contracts Officer prior to signing to ensure that the terms of contract protect the interests of the University.

2.10.3 Review of Contracts

All contracts entered into by the UWI Mona Campus which depart in any way from the standard UWI Mona Campus contract as set out in the appendices shall be the subject of review by the Contract Officer and or Legal Officer, prior to signing by authorized representatives of the UWI Mona Campus as set out at Section 1.7.14 of this manual.

2.10.4 Applicable Law

The laws of Jamaica shall govern the terms of all contractual agreements entered into by the UWI Mona Campus and the parties shall submit to the jurisdiction of the Jamaican courts.

2.10.5 Inclusion of Mediator

In the case of contracts for goods, services and works in excess of \$1 million, the contract shall provide for a mediator.



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2.10.6 Use of Seal

Ordinance 3 of the UWI shall govern the use of the Common Seal of the University with respect to contracts.

2.11 Code of Conduct

2.11.1 Conflict of Interest

UWI Mona procurement procedures shall be afforded the highest practicable degree of objectivity. In circumstances of conflicting interests, e.g. parties involved in the procurement process and who have connections with UWI Mona officers, the UWI Mona officer must so declare at the start of the procurement process or whenever the party becomes aware of the conflict and shall immediately disqualify himself/herself from participation in the particular procurement.

2.11.2 Confidentiality

Every person who is in any way involved in the procurement process shall regard and deal with all documents and information relating to the functions of the procurement process as confidential.

2.11.3 Code of Conduct for Suppliers and Contractors

Contractors and Suppliers doing business with the UWI Mona Campus shall be held to standards promoting sound and ethical business practices. The standards of conduct for contractors or suppliers are as follows:

- Contracts shall be arranged/negotiated only with the officers of the Campus authorised to do so
- the conditions of the contract are binding on all parties concerned
- any supplier or contractor offering gifts or personal advantages to UWI staff or representatives may preclude themselves from current and/or future tenders
- all contract information is to be treated as confidential and contract documentation shall be kept securely
- all meetings between the suppliers or contractors and the UWI staff or their representatives shall be appropriately recorded and minutes taken and filed.
- Officers are required to report to the Procurement Manager or Contracts Officer on any case of attempted Bribery
- If there is uncertainty as to whether dealings with suppliers or contractors are fit and permissible, officers MUST consult the Contracts Officer.



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2.12 Dispute Resolution

2.12.1 Right to Review

Any supplier or contractor who claims to have suffered loss or injury due to a breach under the policies contained in this manual, by UWI Mona Campus, may seek review, except as it concerns the selection of a method of procurement or a decision by UWI Mona to reject all tenders prior to acceptance.

2.12.2 Dispute Resolution Application

Tender documents shall indicate the deadline for submission of protests and the appropriate forum for the resolution of disputes in the event that informal resolution is not successful. A protest shall be recognised when a complaint, objection, rejection or other manifestation of disagreement has been submitted in writing and within the established time limits by the contractor to the Contracts Committee.

When disputes with suppliers and contractors arise, it is in the interest of the parties to the dispute to seek an amicable and speedy resolution. Therefore, in the first instance the dispute will go through the mediation process.

In the event that mediation fails, UWI Mona shall nominate an arbitrator subject to the agreement of the supplier or contractor. The arbitrator shall have full and final powers to determine the final solution.

If litigation becomes necessary, UWI Mona shall nominate its own legal representative as will the supplier or contractor. The procedure will take place in accordance with standard litigation practice.

2.12.3 Battle of Forms

In situations where the terms and conditions of a purchase order differ from the terms and conditions on an invoice for goods or services supplied in respect of that purchase order, the terms and conditions as set out in the purchase order shall prevail. To ensure that the Campus is contracting on its terms and conditions see reverse side of purchase order. Any conflicts arising with suppliers due to differences between their invoice and the Campus' purchase order should be referred to the Contracts Officer.

2.13 Sanctions

The UWI Mona Campus Policies and Procedures for procurement form a part of the campus-approved rules and regulations. Non-adherence to the policies and procedures presented herein will result in the application of appropriate sanctions in accordance with:



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- Ordinance 8
- Monasa and UAWU collective bargaining agreements
- The Laws of Jamaica

2.14 Procurement of Fixed Assets

All purchases of fixed asset must be recorded in the University's fixed Asset Register. (The payment of the invoice for the related asset will alert the Fixed Asset Unit of the Bursary to the purchase.) A member of the Unit shall visit the department to confirm the purchase, locate and tag the asset.

University Assets **MUST NOT BE RELOCATED OR DISPOSED OF** without alerting the Fixed Asset Unit of the Bursary.

2.15 Donor Agency Funds (Project Funds)

Procurement of goods, services and works using externally provided project funds from donor agencies shall apply the policies and procedures of the funding agency.

Without prejudice to the foregoing, matters not dealt with by the funding agency shall fall within the UWI Mona Campus procurement policies and procedures framework.

2.16 Overseas Procurement/ Foreign Purchases

2.16.1 Customs Clearance

The procuring department shall engage the services of a licensed customs broker who is registered and approved by the UWI Mona Campus to prepare the customs entry document and effect clearance of imported items.

2.16.2 Foreign Exchange

The Bursary shall be responsible for liaising with commercial banks to obtain Letters of Credit, Sight Drafts and/or Telegraphic Transfers required for settlement of overseas procurement debts. Copies of purchase orders and contracts shall be sent to the Purchases Unit to facilitate processing of foreign exchange requirements for procurement transactions.

2.16.3 Importation

Having regard to cost and quality all reasonable efforts shall be made to acquire goods from local sources, then regional sources or agents and finally international sources or agents.

Goods being imported for and on behalf of the UWI Mona Campus shall be imported in the name of the UWI Mona Campus. Importation by employees of personal goods and effects in the name of the UWI Mona Campus to:



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- circumvent appropriate duty and tax payments
- expedite clearance and receipt of personal items is strictly prohibited.

2.16.4 Insurance

All goods being sent to the UWI Mona Campus shall be sent CIF (Cost, Insurance and Freight) to include the cost of marine insurance in the overall price.

2.17 Green Procurement

Procuring departments shall comply with the provisions of any national policy, regulations or guidelines related to pollution control and prevention, handling of hazardous materials, waste management, recycling and water and energy conservation.

2.18 Internet-Based/Online Procurement

A limited facility is available for internet-based purchases. Internet-based purchase transaction shall not exceed US\$1000 or its equivalent on any one transaction and shall only be executed through the Purchases Unit. Departments that wish to perform internet-based purchases must therefore contact the Purchases Unit.

2.19 Emergency Purchasing

From time to time, it is necessary to procure equipment, goods or services to prevent or alleviate threat to the safety, health or welfare of students, staff or the public. Such situations may include the breakdown of plant and equipment or acts of God.

The department that requires goods/services on an emergency basis may proceed to identify a supplier, obtain quotations and order the necessary goods/services on its own. However, a purchase requisition must be raised and a purchase order number for quotation to the supplier must be obtained from the Purchases Unit. Where goods or services are purchased on an emergency basis, the purchase requisition with notation indicating that goods/services have been acquired must be sent to the Purchases Unit within 48 hours of completion of the transaction with appropriate justification.

Where purchases are required outside of the Bursary Office hours, prior approval may be waived. Purchases on an emergency basis must be authorised by the head of the requesting department, who should seek to obtain the most advantageous price for goods/services purchased. The name of the supplier and the agreed cost must be entered on the purchase requisition prior to approval by the head of department.

The selection of a supplier for emergency purchases shall be made from the list of approved suppliers. In the event that goods/services are only available from a supplier who is not on the list of approved suppliers, the order may be placed with the supplier in consultation with the Purchases Unit, which shall add the supplier to the list in the usual manner on a timely basis.



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2.20 Selection and Contracting of Consulting Services

These policies shall govern all contracts for consulting for goods, services and works except where the application of donor agency guidelines is contractually required.

In selecting consultants:

- the process shall be transparent and equitable
- all efforts shall be made to ensure that consultants selected are fully competent to provide high quality service
- services are delivered in an economic, efficient and timely manner.

In selecting consultants, the Campus shall invite proposals from a minimum of three consultants through a competitive process taking into account the following:

- quality of the proposal
- cost of the services
- and the reliability of the consultant

or it may approach a single consultant of its choice with appropriate justification.

Proper terms of reference shall be prepared. Typical activities to be performed in contracting consulting services include but are not limited to:

preparing advertisements for statements of interest or request for proposal

- processing responses to advertisements
- selecting short-listed consultants
- receiving proposals
- preparing contract documents
- determining proposal evaluation criteria
- ensuring the completion of the performance evaluation report
- preparing and dispatching letters to successful and unsuccessful applicants
- selecting and recommending the first and second placed consultants
- negotiating and awarding the contract.

The review of proposals shall be conducted by the Contracts Committee with:

- technical assistance as required and
- representatives from departments originating the request for consultancy services.

The Procurement Manager shall maintain a register of approved consultants. The Procurement Manager will retain a listing of consultants who were unreliable in the past. The register should



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also include consultants who are unreliable candidates in so far as they accepted invitation and failed to submit proposals or they failed to carry out projects satisfactorily.

Consultants shall not be selected or hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the University.

2.21 Invoice Settlement

Departments shall not make commitments to pay external suppliers without consultation with the Bursary.

Departments shall ensure that where supplier's invoices provide for discounts if payments are made within a specified period, these invoices are forwarded to the Bursary department on a timely basis to take advantage of such opportunities.



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3 GENERAL PROCUREMENT

3.1 Introduction

All employees of the UWI Mona Campus, charged with authority in the procurement of goods, services and works, are expected to act responsibly and make decisions that will ensure the continued and efficient operation of the Campus.

Purchasing for the greater part is decentralized across the Campus. The exception exists for the stocking of the General Stores Department of the Bursary. Faculty and staff in the schools and departments make most buying decisions. Whenever a purchase is initiated by the preparation of an internal purchase requisition, a commitment is established against the Campus funds provide that the following has taken place:

- A legitimate need has been identified
- Competitive bids have been requested and received, where required
- All supporting documentation for the request has been secured

Department purchases fall into the following two categories

- Recurrent
- Capital

Recurrent purchases refer to the acquisition of office supplies, teaching and research materials and repair and maintenance services. These purchases are funded from department's annual budget allocation. The Head of the Department is the designated Budget Holder vested with the authority to approve all expenditures provided for in the department's budget.

When a department wishes to place an order for goods or services, for which a budget allocation has been made, the first step is to prepare a purchase requisition. A purchase requisition is a request to order, not an order itself. Completion of the requisition alone does not constitute an order. A purchase order is a contract between the UWI Mona Campus and a supplier. In addition to the description of the goods or services ordered, price, delivery and payment terms, it outlines (on the reverse of the document) the procurement terms and conditions of the UWI Mona Campus (see appendices). A purchase order is required for all procurement transactions. Only the Purchases Unit of the Bursary is authorized to issue purchase orders.

Commitments to suppliers by UWI Mona Campus personnel in the absence of an approved purchase order are not binding and shall not be honoured for payment.



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Capital purchases refer to all procurement transactions that can be categorised as fixed assets, costing in excess of \$10,000 and with a useful life of more than one year. These include the construction of a new building or infrastructure or physical alteration to an existing building or infrastructure, acquisition of equipment and furniture. Such purchases are primarily funded from the Campus' central budget.

Departments should outline their requests for capital purchases in writing and route them as follows:

Projects Office - for construction of new building and/or infrastructure or extensions to existing buildings for onward submission to the Grounds, Buildings and Premises Committee

Maintenance Services Department – a) for renovation or physical alterations to existing buildings and infrastructure for onward submission to the Grounds, Buildings and Premises Committee b) for alteration to the internal configuration of an existing building

Bursary Purchases Unit – for acquisition of equipment, furniture etc

Though capital purchases are generally funded from central expenditure given the limited resources for this purpose, departments are permitted to purchase capital items, such as items of furniture and small equipment, out of departmental budget allocations **provided such purchases do not compromise the department's ability to satisfactorily meet the recurrent needs of the department.**

3.2 Dollar Limits and Requirements

Procurement transactions and the rules that govern how they are managed are based upon the aggregate dollar amount and the type of purchase. Supporting documentation and price quotations shall be maintained as part of the Department's purchasing file as well as faxed or e-mailed to the Purchases Unit upon request with the reference to the assigned purchase requisition number. The guidelines are as follows:

3.2.1 Recurrent Purchases

Transactions for \$50,000 and less

The procurement of goods and services for amounts of less than or equal to \$50,000 shall be made with as much competition as is practical and deemed necessary by the Department Head.

This may include verbal or written quotations from three or more vendors.

Transactions from \$50,000 up to \$500,000

Purchasing transactions from \$50,000 to \$500,000 shall be made with as much competition as is practical and deemed necessary by the Department Head.

A minimum of three written quotations **must be obtained.**



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Transactions for \$500,000 and Over

Purchase transactions greater than \$500,000 shall be made with as much competition as is practical and deemed necessary by the Department Head.

A minimum of three written quotations must be obtained.

Where capital purchases are to be funded from departmental budget allocations the above procedures apply.

3.2.2 Capital Purchases

Transactions for less than \$50,000

The procurement of goods and services in amounts less than \$50,000 shall be made with as much competition as is practical and deemed necessary by the Department Head.

This may include verbal or written quotations from three or more vendors..

Transactions for \$50,000 to Under \$500,000

Purchasing transactions from \$50,000 to under \$500,000 shall be made with as much competition as is practical and deemed necessary by the Procurement Manager.

A minimum of three written quotations **must be obtained**.

Transactions for \$500,000 and over

Purchasing transactions exceeding \$500,000 require competitive sealed bidding utilizing the Invitation to Tender Process. This process is out lined in Section 4 of this manual.

The tender process shall be initiated by the Maintenance Services Department, the Projects Office or the Procurement Manager depending on the type of the procurement as outlined in section 3.1 or as may be specifically assigned by the Grounds Building and Premises committee.

3.3 Categories of Procurement – Recurrent

There are three types of recurrent purchases

- Routine,
- Scheduled and
- Emergency

These types of procurement are discussed in detail below.

Routine

The acquisition of frequently used supplies, materials and services necessary for the operation and maintenance of a department for which an annual budget allocation is made to a



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Department/ Faculty are classified as routine. These purchases are initiated by the preparation of an on-line purchase requisition that must be approved by the Budget Holder and then routed to the Purchases Unit electronically via the Finance system for the preparation of a purchase order.

Scheduled

The acquisition of services (i.e. maintenance of computer hardware or software, copy machines or air conditioners) by a department which will be performed at specific intervals over a period of at least one year. Payments for these services are usually scheduled at specific intervals. A department is required to prepare a single purchase requisition for the total amount for the service period, obtain the requisite approvals and then route the requisition to the Purchases Unit with a faxed pro forma invoice for the preparation of a standing purchase order. Departments are required to maintain a log of the services rendered and the supporting receipts, delivery slips and certified invoices (indicating the standing order number) from the suppliers to be submitted at the end of the contract to the Purchases Unit as proof of the delivery of the service. (see Department Service Log Form in the appendices).

Certified suppliers' invoices are to be sent to the Bursary throughout the year as draw downs on the standing purchase order are needed.

Emergency

Emergency purchases are acquisitions of equipment, goods or services to prevent /alleviate

- Threats to the safety, health or welfare of students staff or the public
- damage or destruction to University property or facilities
- disruption of services vital to the operation of the University

Prior to the acquisition the Purchases Unit shall be contacted and the requisite authorization obtained. The normal quotation process may be waived under such circumstances. However, supporting documents and justification must be provided to the Purchases Unit within 48 hours of the transaction to substantiate the purchase.

3.4 Categories of Procurement - Capital

Types of procurement falling under the Capital category are :

- New buildings and infrastructure and extensions to existing buildings
- Alterations to existing buildings and infrastructure,
- Acquisition and installation of equipment,
- Acquisition of motor vehicles, furniture, appliances and other movable capital assets
- Microcomputers, peripherals, and



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- Emergency.

These types of procurement are discussed in detail below.

Buildings and Infrastructure

Departments should outline their needs in writing and submit them to the Projects Office (for construction of new building and /or infrastructure and building extensions) or to the Maintenance Department (for renovation or physical alterations to an existing buildings and infrastructure). Whenever a University department requires capital works that will require alteration to existing electrical or plumbing systems or do works that will interface with the existing Campus infrastructure, the requirements must be processed through the Maintenance Department, regardless of the amount of money involved or the source of funds.

Acquisition and Installation of Equipment

Departments that wish to purchase equipment that involves utility connections and/or building alterations; e.g., air conditioners, large computer installations, water coolers that require plumbing connections, etc., shall contact the Maintenance Services Department prior to dispatching their purchase requisition to Purchases Unit. The Maintenance Services Department must determine whether present building facilities are adequate to carry the load and if the structure of the building is sufficient to house the equipment. Initial contact with the Maintenance Services Department shall be made through their Customer Service section and will be subject to the Work Order process. The department shall ensure that the appropriate manuals, circuit diagrams, specifications for installation, use and warranty for equipment acquired are delivered to the Maintenance Services Department.

Departments that wish to purchase equipment related to teaching and research instrumentation shall contact the Electronics Unit prior to dispatching their purchase requisition to the Purchases Unit. The Electronics Unit will assist in the sourcing and assessment of the equipment including liaising with the Maintenance Services Department to determine whether present building facilities are adequate to carry the load and if the structure of the building is sufficient and appropriate to house the equipment. Initial contact with the Electronics Unit should be made through their Customer Service section. The department shall ensure that the appropriate manuals, circuit diagrams, specifications for installation, use and warranty for equipment acquired are delivered to the Electronics Department.

Motor Vehicles, Furniture, Appliances and Other Movable Assets

Where a department requires funding from Campus Central expenditure for these types of capital assets written requests must be sent directly to the Procurement Manager who will ascertain whether funding is available to accommodate the request and notify the department accordingly. If funding is identified the transaction will be processed in accordance with the applicable requirements based on the value of the purchase as set out in section 3.2.2.



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Microcomputers, Peripherals and Information and Communication Technology

Certain makes and models of microcomputers and associated hardware have been adopted as standards for use at the University. The University maintains and coordinates contracts and agreements for the purchase of approved and supported hardware and software that result in significant discounts and improved overall support. Any purchase varying from these standards requires the individual written justification and approval of the Purchasing Manager.

When formulating requirements, departments are encouraged to contact the Mona Information Technology Services (MITS) Unit regarding computer standards, recommended vendors, and an appropriate procurement approach. Purchase Requisitions for microcomputers, monitors, printers must be routed through the Chief Information Officer at MITS. All requests for acquisition and installation of information and communication technology infrastructure must be submitted to the Chief Information Officer for consideration.

Emergency

Emergency purchases are acquisitions of equipment, goods or services to prevent /alleviate

- Threats to the safety, health or welfare of students staff or the public
- damage or destruction to University property or facilities
- disruption of services vital to the operation of the University

Prior to the acquisition the Purchases Unit shall be contacted and the requisite authorization obtained. The normal quotation process may be waived under such circumstances. However, supporting documents and justification must be provided to the Purchases Unit within 48 hours of the transaction to substantiate the purchase.

3.5 Procedures for Procurement of Goods and Services

3.5.1 Recurrent Expenditure

Requisitioning and Ordering

Each department shall identify its requirements for goods and services and identify potential suppliers from the list of approved suppliers maintained in the Banner system. The University shall not honour liabilities in respect of purchases from unapproved suppliers. In the event that goods or services can only be obtained from a supplier who is not on the approved list, the responsible officer in the department shall complete a copy of the Vendor Request Form (see appendices) and submit to the Purchases Unit. .

The responsible department officer shall contact at least three suppliers to obtain quotations in respect of purchase requirements. Quotations or pro-forma invoices shall be obtained in



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writing when the value of proposed purchases exceeds J\$50,000. Such quotations must be sent to the Purchases Unit by fax, e-mail or direct mail to support the purchase requisition.

When a supplier is selected, the responsible officer in the department shall access the BANNER system and prepare a purchase requisition entering all information as required by the purchase requisition screen. The completed requisition shall be sent on-line to the budget holder of the department for approval. The budget holder will be notified on-line when purchase requisitions have been submitted for approval. If the requisition is approved, it is sent online to the Budget Officer in the Bursary. If the requisition is not approved, it is returned online to the Budget Holder for action.

In the Bursary, the Budget Officer shall review approved purchase requisitions to determine whether the system has identified any items as not sufficient funds (“NSF”) in relation to the budget of the requisitioning department. Purchase requisitions approved by the Budget Officer are sent on-line to the Purchases Unit queue.

In the Purchases Unit, the responsible officer will check the information set out in the requisition for accuracy and completeness and establish the commitment on the system by preparing a purchase order, which is linked to the purchase requisition. The pro-forma invoice will be required to specify the details related to the items or services requested and the delivery of same.

The Purchases Unit may also change the supplier on the basis of quality, price and delivery and advise the requisitioning department of the change.

Purchase orders shall be sent to the head of the Purchases Unit for approval on-line following which purchase orders shall be printed in quadruplicate and signed by the appropriate person in the Purchases Unit. Signed purchase orders (excluding those for foreign suppliers) shall be sent by bearer to the General Consumption Tax (GCT) Office for zero-rated stamping. The GCT Office shall retain one copy of the purchase order.

When stamped purchase orders are returned from the GCT office, two copies shall be placed in compartments assigned to the departments in the Purchases Unit, for collection by the requisitioning departments. One copy shall be kept in the Purchases Unit.

Requisitioning departments shall collect approved, GCT-stamped purchase orders from the Purchases Unit. The original shall be dispatched to the supplier and the green copy kept by the requisitioning department to await delivery of goods or receipt of service from the supplier.

All local purchase orders are valid for a period of three (3) months whereas foreign purchase orders are valid for a period of four (4) months after which the Purchases Unit reserves the right to terminate in the absence of a request for an extension from the department.



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Prepayments (Deposits on Jobs)

Prepayments pose a risk and are therefore NOT encouraged. However, where an advance is required and authorized, a maximum prepayment of 40% will be processed on request. All local prepaid cheques requested MUST be collected by the department and delivered to the supplier with a copy of the purchase order, the pro-forma invoice and the Prepayment Acknowledgement Form (see appendices).

The delivery of the deposit cheque must be completed with a signature from the supplier on the Prepayment Acknowledgement Form, which must be returned to the Purchases Unit by the department.

Receival

On receipt of goods or service, the Budget Holder of the receiving department shall verify receipts of the goods in accordance with the purchase order, sign the supplier's invoice and attach the invoice and/or delivery slip to the green copy of the purchase order acknowledging satisfactory receipt of goods or service. For partial delivery, the receiving department shall photocopy the purchase order and indicate the portion of delivery that has been completed on the copy purchase order. The department shall retain the original purchase order until delivery is completed.

Approved invoices with copy purchase orders attached shall be sent to the Customer Service section of the Bursary. Customer Service shall record the documents in the log as to Supplier Number, Invoice Number and Requisitioning Department. Documents shall then be sent from Customer Service to the Purchases Unit.

In the Purchases Unit, the receipt of goods or services shall be reconciled with the purchase order and received on the system. The documents shall then be passed to the Accounts Payable section for invoice processing.

Invoice Settlement

On receipt of purchasing documents, the Accounts Payable Clerk shall access the invoice screen in BANNER and enter invoice details linking the system invoice to the system purchase order.

The Accounts Payable Manager shall review the documents and approve transactions online.

Invoices shall then be split into batches for distribution to the cheque signers.

Cheque signers shall approve invoices on-line with reference to supporting documents and then return documents to the Accounts Payable section.



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In the Accounts Payable section, the invoice selection report shall be generated. The report along with documents shall be sent to the Cheque Production section. Cheques will be printed and affixed with the first signature.

Cheques shall be attached to documents and distributed among cheque signers. Cheque signers return signed cheques and documents to the Cheque Processing section where the cheques are separated from the documents and cheque counterfoils. Cheques along with the Cheque Register are sent to the Cashier for distribution to suppliers. Suppliers may collect cheques from the Cashier.

Invoices with copy purchase orders and cheque counterfoils shall be filed by the responsible employee in the Cheque Production Section and sent to the filing room for storage.

Internal Suppliers

In certain circumstances, goods and services will be acquired from internal University departments. This section describes procedures for obtaining goods and services through these internal suppliers.

General Stores

The requisitioning department shall prepare a Stores requisition entering all information as required by the form. The completed requisition shall be sent to the budget holder of the department for approval. The budget holder shall approve the requisition and forward the approved requisition to Stores.

In the Stores, the Store Clerk shall select the required items. The Stores Manager shall check off items against the requisition and either deliver items to the requisitioning department or hand over items to bearer from the requisitioning department. Stores shall charge a fee for delivery.

The stores requisition shall be signed by the requisitioning department to acknowledge receipt of goods. The yellow copy of the requisition shall be kept by the requisitioning department to identify charges which are to be passed in the department's accounts. The Stores Clerk shall access the BANNER system and enter the requisition to the Stores Issue module.

Electronics Unit

Request for services for all teaching and research instrumentation - including multimedia/conferencing equipment - shall be routed through the Electronics Unit. The department shall call the Electronics Unit and the job will be logged.

A department may choose the Electronics Unit or an external supplier to execute the job.



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If equipment is to be serviced internally, the Electronics Unit shall provide to the department an estimate of the cost to carry out the job. On acceptance and approval of the estimate by the requisitioning department, the Unit shall carry out the job.

When the job is completed, the service provider shall obtain a job completion certificate signed by an authorised representative of the requisitioning department, to indicate satisfaction with the service and approval for charges.

If the Electronics Unit determines that the equipment is to be serviced by an external contractor, the supplier selected must be from the Electronics Unit list of Approved Suppliers and Maintenance Providers. The Electronics Unit shall work in conjunction with the departments and the supplier in meeting the desired objective. Upon completion of the job, the department is required to sign off with the Electronics Unit to confirm that the repairs have been satisfactorily completed.

If the Electronics Unit determines that it is not cost effective to repair the equipment, the client department must be provided with a report on the condition of the equipment and a recommendation regarding replacement and disposal.

Mona Information Technology Services Unit (MITS)

Request for services related to information technology must be routed through the MITS Unit. The request will be logged at the Help Desk in MITS. A technician will be sent to the department for an evaluation to be made. Technical services will be provided either by the MITS staff or the requesting department will be advised of an external service provider. MITS will be responsible for making all arrangements with the external service provider if such is required and will forward a supplier pro forma invoice approved by MITS to the department for the on-line entry of the purchase requisition.

Maintenance Services Department

Whenever a department intends to alter the existing electrical wiring or plumbing systems, or do other work that will interface with the existing campus infrastructure, the requirements must be processed through the Maintenance Services Department, regardless of the amount of money involved or the source of funds.

For “simple jobs” (e.g. repairing locks) and for maintenance services under \$50,000 a department may contact suppliers directly using the University’s list of approved contractors which is available on the Web Site. Guidelines regarding the cost of a sample of maintenance jobs are also provided on the Web Site. Once an estimate has been obtained and accepted, the Department is required to enter the Purchase Requisition in the Banner system and submit to the Bursary for processing before the contractor is instructed to proceed. **If a department uses an external contractor to provide maintenance services, the contractor shall not be**



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retained by the department on an ongoing basis (i.e., services may be requested on an as needed basis).

Where a department has difficulty in assessing a job, they are encouraged to contact the Maintenance Services Department via their Customer Service Unit. The Maintenance Department will dispatch the relevant personnel to evaluate the request and via a Request Estimate advise the department of the cost for carrying out the job. The department is then required to accept the estimate, enter a Purchase Requisition in the Banner system and arrange for a Purchase Order to be prepared before the work is done. Once the appropriate documentation and approvals are in place, the Maintenance Services Department will monitor the progress of the job and recommend payment on completion, subject to the Departmental sign off.

For maintenance services with costs greater than \$50,000 but less than \$500,000, departments are required to log their request through the Customer Service Section of the Maintenance Services Department. The Maintenance Services Department will visit the site, identify the scope of the work and invite three quotations from contractors that appear on the Approved Contractors List. The Maintenance Services Department shall evaluate the quotations and select a contractor/supplier. For the selected supplier, Maintenance Services will via a Request Estimate advise the department of the cost for carrying out the job. The department is then required to accept the estimate, enter a Purchase Requisition in the Banner system and arrange for a Purchase Order to be prepared before the work can commence. Once the appropriate documentation and approvals are in place, Maintenance will monitor the progress of the job and recommend payment on completion, subject to Departmental sign off.

For maintenance services in excess of \$500,000, departments are required to submit their request in writing to the office of the Deputy Estate Manager, Technical. The Maintenance Services Department will visit the site and identify the scope of the work. If service requested is of a grounds/buildings nature, the request shall to be routed by the Maintenance Department to the Grounds, Buildings & Premises Committee for preliminary approval and funding.

The Maintenance Department (in collaboration with external professionals where necessary) will prepare tender documents and specifications for the work, invite three tenders from contractors that appear on the Approved Contractors List, evaluate the tenders and route the documents to the Tenders Committee for processing - including acceptance and tender award. Where appropriate (based on value and complexity of the job) the contracting procedures documented in Section 4 of this document will be applied. The requisitioning department and the Procurement Manager shall participate in the Tender evaluation process. Once the tender is awarded, the Procurement Manager will arrange for a Purchase Order to be prepared. Maintenance Services will monitor the progress of the job and make recommendations for payments.



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Reporting of Defects

For any works supervised by the Maintenance Department if defects are identified once the job has been completed and paid for, the defects should be reported to the Maintenance Department for remedy.

Payment to Internal Suppliers

The service provider shall prepare a pre-numbered invoice charging the requisitioning department for work completed. The requisitioning department shall sign the invoice in acceptance and send approved invoice to the Bursary for settlement.

If payment is to be made to a Campus department funded by the University budget, it shall be done by a journal entry whereas if payment is to be made by a self-financing department or special project it shall be done by cheque.

Purchase Procedures for Stores Department

When Stores identifies purchasing requirements, an indent form shall be prepared and sent to the Purchases Unit where the purchasing process shall be executed from preparation of purchase order and continue as described in the preceding paragraphs.

3.5.2 Procedures for Emergency Purchasing

When the need for the procurement of goods or services on an emergency basis (as defined) arises, the Head of Department shall direct the preparation of a purchase requisition.

The person responsible for preparing the purchase requisition shall identify suitable suppliers and establish their ability to supply the goods/services required on a timely basis at a reasonable cost. The Head of Department shall consult with the Purchasing Unit and select a supplier. The selected supplier and the agreed price shall then be entered in the space provided on the purchase requisition. If the supplier is not on the approved list, the Purchases Unit shall add the name to the list, having satisfied itself that all requirements for addition have been met.

The requisitioning department shall complete the purchase requisition, which shall indicate clearly that the goods/services are to be acquired on an emergency basis and shall include the following details:

- supplier name and address
- description of goods/service ordered
- quantity of goods ordered
- unit cost
- total value
- the reason goods/services were required on an emergency basis.



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The purchase requisition shall be approved on-line by the Head of Department. The purchase requisition shall then be sent immediately online to the Purchases Unit where a purchase order number shall be assigned. The purchase order number shall be quoted to the supplier and noted on the requisition. The requisitioning department representative shall contact the supplier and order the goods/services required, on the terms agreed between the supplier and the requisitioning department.

The Purchases Unit shall generate the purchase order with the pre-assigned number from the information set out in the purchase requisition. The supplier shall be advised to exclude GCT from invoice and that a purchase order with GCT exemption approval will be forwarded to the supplier.

If GCT exemption is required, all three copies of the purchase order shall be sent to the GCT office for zero-rated stamping. The GCT office shall retain one copy. The original shall be sent to the supplier. The Purchasing Department shall place one copy in the Emergency Purchases file. The green copy shall be collected by the requisitioning department to be attached to the suppliers invoice and sent to the Bursary for settlement.

Goods purchased on an emergency basis shall be collected by a bearer from the requisitioning department or delivered to the requisitioning departments by the supplier, as appropriate. An authorised department representative shall sign the supplier's invoice and/or other supplier documentation in acknowledgement of satisfactory receipt of goods or services.

The responsible officer in the requisitioning department shall access the system and record receipt of goods or services. Approved invoices with the green copies of purchase orders shall be sent to the Customer Service section of the Bursary. Customer Service shall record the documents in the log as to Supplier Number, Invoice Number and Requisitioning Department, before passing the documents to the Accounts Payable section for invoice processing.

The Purchases Unit shall maintain a log of all emergency orders which shall set out the items purchased, quantities, suppliers, the requisitioning departments and the reason for the purchases being made on an emergency basis.

3.6 Internet-based/Online Procurement

Purchases of this nature shall be available through the Purchases Unit of the Bursary which will accommodate individual transactions up to a value of US\$1,000.



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4 CONTRACT PROCUREMENT

4.1 Introduction

This section deals with a systematic approach for the awarding of contracts which bind the UWI Mona Campus. It is intended to ensure a competitive and transparent process with the receipt of tenders in accordance with the tender documents issued to enable speedy and efficient assessment.

Without prejudice or disregard to the range of financial issues and processes covered by the Financial Code, the policies and procedures defined herein shall be interpreted in particular in the context of Chapter 04 of the Financial Code entitled “CONTRACTS” which explains the general principles to be observed relating to contracts entered into by officers of the University, on behalf of the University. The term ‘contract’ is used in a wider sense to cover Contracts for Employment and Services, Contracts for Purchases, Contracts for Civil Works and any other contract types.

The range of matters covered by Chapter 04 of the Financial Code include inter alia:

- Precision in terms of contract
- Responsibility and authority for entering into contracts
- Limitation of the power of various authorities
- Rules on the indivisibility of contracts
- Rules on the variation of contracts
- Rules on contract price escalation and repricing

4.2 Pre-qualification

Contracts may be initiated by:

- Departments
- Projects Office
- Maintenance Services
- Business Development Office

In bidding to be conducted for the execution of works or the procurement of goods and services, UWI Mona Campus may use a system of pre-qualification and registration of bidders. The pre-qualification system is intended to ensure that only those contractors that can prove through documentary or other evidence that they can fulfill all the requirements prescribed by the University may be registered as future contractors.



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Pre-qualification may be effected as part of a preparatory exercise before invitation to bid or as part of the evaluation process after tendering. The Campus Contracts Committee or the F&GPC may exercise its discretion and not require pre-qualification. This is dependent on such considerations as the size and nature of the contract, the University's experience with the type of transaction and knowledge of available contractors.

Pre-qualification must be based exclusively on the ability of the potential contractors to carry out the works in a satisfactory manner. The criteria to be applied in this evaluation will include:

- Technical competence
- Experience and results obtained in similar jobs
- Financial soundness
- Knowledge of local conditions
- Experience of the project manager

The existence of other obligations or of pending or future obligations or undertakings that may compete with execution of the works involved in the tendering

Any litigation or arbitration resulting from prior contracts under execution during the last five years.

The pre-qualification evaluation process shall not include any requirements that would tend to violate the principles of equal treatment of all bidders. Prequalification notices should provide for at least 30 days for submission of responses.

When the pre-qualification process is completed, all contractors who indicated interest should be informed whether they have been successful. Unsuccessful contractors shall be informed by the responsible officer in the Projects, BDO, etc. or Contracts Committee of the reasons for their not being pre-qualified.

4.3 Invitation to Bid

The Contracts Committee shall be responsible for the initiation of invitations to bid for the provision of goods and services and the undertaking of works. Invitations to bid shall be publicised in the local, regional or international press as appropriate. If pre-qualification has taken place, the Contracts Committee shall send invitations to bid to only those entities that were pre-qualified.

Sample formats of an invitation to bid are included in the appendices

4.4 Tender Notice

The tender notice shall be signed by the Chairperson of the Contracts Committee and shall contain, inter alia, the following:



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- (a) The place, time and date at which entities may obtain pre-qualification or registration forms.
- (b) The date, hour and place of bid closing
- (c) A sufficient description of the goods required with specifications in brief, or scope of works or services to be undertaken. Where necessary, the notice shall also include the place where and time when additional information relating thereto can be obtained
- (d) The person to be contacted for bidding documents/clarification of product specifications, etc. including his name, designation, office address, telephone number, e-mail address where applicable.
- (e) The cost of the bidding documents
- (f) Closing date and time for submission of bids
- (g) The manner in which the bid is to be submitted
- (h) Validity period
- (i) If bids are to be opened in public, the place, date and hour for such opening
- (j) Date and time of site visit
- (K) Duration of works or services
- (L) Location of tender box in which bid is to be placed
- (M) Provision that all bids may be rejected
- (N) Provision for retention of contract payment.

The tender notice formats are included as Appendix 1-3.

4.5 Tender Documents

The Contracts Committee shall ensure that tender documents contain all the necessary information in respect of the particular procurement. The minimum information that must be included, together with guidance notes, is listed in the paragraphs that follow. The level of detail required will depend on the value and complexity of the procurement. For the simpler and smaller procurements, the documentation will be reduced although all the points listed below should be considered.

4.5.1 Description of the Works, Goods and/or Services

A description of the works to be carried out, goods to be delivered or services to be performed should be inserted in tender documents. The description may be brief provided the work



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required is described in detail elsewhere in the documents. The locations at which work is to be carried out or goods or services delivered should be stated.

4.5.2 Eligibility Requirements

Where participation is restricted in any way, this should be clearly stated. A list of approved contractors should be referred to and where applicable the means by which pre-qualification of tenderers is to be carried out should be described. In addition, there may be funding agency or other conditions in respect of the inclusion of tenderers, equipment and goods in a project (See procurement policies for Donor Agency Funds at Section 2.12 of this manual). Eligibility requirements must be incorporated in the tender documents.

4.5.3 Contractor Pre-qualification

Where it is necessary to pre-qualify contractors at the same time that they are invited to tender, as may be the case for an urgent procurement, the “two-envelope” method should be used. The tender documents should include the full pre-qualification documents together with a guide as to how the documents are to be assessed. When the documents are submitted by the contractor, the pre-qualification document should be inside of the outer envelope. This envelope should be opened and the pre-qualification exercise (as set out in Section 4.2 of this manual) carried out before opening the inner envelope that will contain the tender.

Regardless of the method used, the objective must be to pre-qualify contractors before examining their tenders.

4.5.4 Cost of Tendering

Costs associated with the preparation and submission of tenders shall be borne by tenderers. The University will not be responsible or liable for those costs regardless of the outcome of the tendering process.

4.5.5 Contents of Tender Documents

Tender documents shall include the following:

- Instructions to Tenderers
- Form of Tender and Appendix
- Form of Tender Bond
- Form of Tender Bank Guarantee
- General Conditions of Contract
- Special Conditions of Contract
- Technical Specifications
- Drawings (where applicable)



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- Bills of Quantities or Schedule of Items
- Schedules of Basic Prices (if applicable)
- Form of Agreement
- Form of Performance Bond
- Form of Performance Bank Guarantee
- Form of Advance Payment Bond (if applicable)
- Form of Advance Payment Bank Guarantee (if applicable)
- Proposed work schedule.

The details and complexity of these documents will vary with the size and nature of the contract.

Where possible, the documents used shall follow the standard forms developed and approved by the:

- Joint Consultative Committee for the Building and Construction Industry of Jamaica
- Other relevant professional bodies as appropriate.

4.5.6 Clarification of Tender Documents

The method by which tenderers may obtain clarification of the tender documents should be set out in detail. Acceptable methods (e.g. by fax, in writing, e-mail etc.) by which tenderers may seek clarification should be stated.

The exact mail or electronic address to which clarification queries are to be addressed should be stated and the time period in relation to the end of the tender period during which clarification queries will be accepted.

It should be stated that any explanation or information given by or alleged to be given by any officer of the University otherwise than in accordance with the above paragraphs will have no contractual validity.

4.5.7 Amendment of Tender Documents

It should be stated that at any time prior to the deadline for submission of tenders, the University may, whether in response to a clarification request or for any other reason, amend the tender documents by issuing an addendum. It should be stated that where it becomes necessary, the University may extend the deadline for submission of tenders. Any addenda or extended deadlines so issued, form part of the tender documents and are binding upon tenderers.



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All amendments to tender documents shall be sent to all prospective bidders in writing. Tenderers shall be required to confirm receipt of all amendments to tender documents in writing.

4.5.8 Tender Prices

Where the rates and prices quoted by the tenderer are subject to adjustment during the performance of the contract in accordance with fluctuation provisions in the Conditions of Contract this should be stated here.

The currencies in which the tender may be compiled together with the means to be employed in evaluating tenders submitted in different currencies should be stated.

4.5.9 Advance Payments

Where advance payments are offered the amounts and terms under which the advances will be made and recovered should be stated (see Advance Payment Agreement in the appendices). In all cases advances must be fully secured. In the case of mobilization payments it is normal to allow a grace period of up to one quarter of the contract period and a requirement that the whole advance must be recovered before commencement of the third quarter of the contract period.

4.5.10 Tender Validity

The period during which tenders are to remain valid and in effect should be stated. The means of obtaining an extension of this period together with extension of a tender security should be set out if this is felt to be necessary.

4.5.11 Tender Security

When the estimated contract value exceeds J\$4,000,000 a note should state that all tenders must be accompanied by a tender security in the forms and amounts prescribed in the tender documents. The form of tender security shall be either bank guarantee, certified cheque or irrevocable letter of credit.

The amount of the security should be a fixed sum that may be calculated as a percentage of the estimated value. The percentage to be used will normally fall in the range between 1% and 2% of the estimated value of the contract.

The successful bidder's security will be discharged upon the bidder's executing the contract and furnishing the performance security. Unsuccessful bidder's security will be discharged or returned as promptly as possible but no later than 30 days after expiration of the bid validity period prescribed by the University.



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The tender security may be forfeited if the bidder withdraws his bid during the period of bid validity specified by the University or, in the case of the successful bidder, if the bidder fails to sign the contract or to furnish the performance security.

4.5.12 Site Visits

Site visits, where required, will be co-ordinated by the project manager (as defined) and arranged so that all contractors invited could attend collectively at the appointed time and place.

4.5.13 Tender Submissions

The detailed requirements for packaging of tenders should be set out. The following points should be considered.

The outer envelope or packaging should identify the tender subject, the name and address of the University and the procuring department and the date of opening but not the identity of the tenderer.

The precise location of the tender box or other arrangement together with the functional title of the officer responsible for receiving tenders should be stated.

A statement that the University will take no responsibility for tenders misplaced or prematurely opened if the instructions are not precisely followed should be included. It should be noted that a premature opening may result in the bid being rejected.

4.5.14 Deadline for Submission of Tenders

The deadline should be stated with the date and time clearly identifiable.

The following notes shall be included with respect to the deadline for submission of tenders:

- the University may, at its discretion, extend the deadline for the submission of tenders in which case all rights and obligations of the University and the tenderers subject to the previous deadline shall thereafter be subject to the extended deadline
- any tender presented to the University after the prescribed deadline for the submission of tenders will not be accepted.

4.5.15 Modification and Withdrawal of Tenders

A note should state that tenderers may modify or withdraw their tenders after tender submission provided that written notice of the modification or withdrawal is received by the University prior to the prescribed deadline for submission of tenders.

The requirements for the submission of modifications, adjustments or withdrawals should be stated as being the same as for tender submissions.



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4.5.16 Right to Reject Any or All Tenders

A statement shall be included stating that the University reserves the right to accept or reject any tender, or to annul the tendering process and reject all tenders at any time prior to the award of contract without thereby incurring any liability.

4.6 Receiving Tenders

4.6.1 Tender Boxes

Specially constructed boxes in which all bids shall be placed shall be set up at the Campus Bursary. The boxes shall be marked “Tenders Box” and shall be kept in a secure and accessible place.

Each box shall have two independent locks that control the opening of the box. The keys for one lock shall be kept by the Procurement Manager while the keys for the other lock shall be kept by the Chairperson of the Contracts Committee or such other member as the F&GPC may direct.

Persons submitting bids shall place the bid in a plain envelope, which shall be sealed and deposited in the box before the closing date and time specified.

4.6.2 Tender Opening

The location and time at which tenders will be opened should be stated. This should be as soon after the time for tender closing as possible. Tender openings should allow representatives of the tenderers to be present, and may be public. To this end, the invitation to tenders should contain an invitation to those who have tendered to be present at the tender opening.

The tender box shall be opened by two persons holding the keys, namely the Procurement Manager and the Chairperson of the Contracts Committee. A record of the tender box opening shall be made in the Tender Register. The Chairperson of the Contracts and another committee member shall initial the bids contained in the tender box and shall note the number of bids found.

The Contracts Committee shall examine the bids to determine whether:

- they are complete
- they are based on and conform with instructions to bidders
- the required security has been furnished
- the documents have been properly signed, and
- whether the bids are generally in order.



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The Contracts Committee may waive minor information irregularity or non-conformity which does not constitute a material deviation provided that such waiver does not prejudice or affect the relative ranking of any bidder.

The Chairperson and at least two other members of the Contracts Committee shall open the sealed envelopes containing the offers and shall record in the Tender Register:

- The names of persons or firms submitting bids
- The price of each bid
- GCT Registration Certificate
- Tax Compliance Certificate
- Other information as the Committee may determine, e.g. modifications, absence of security.

The Chairperson of the Contracts Committee shall sign, date and stamp each bid as it is opened and sign the note taken of all bids opened (Stamp is to be maintained by the Procurement Manager). The bids shall also be signed by the other members of the Committee present.

The format of the record of tenders received is given in the appendices.

After the bids have been opened, noted, dated and signed and a summary of bids compiled, the Contracts Committee shall, at such time or times as may be deemed necessary or expedient, consider the bids received. Meanwhile, the bids shall be placed in a secure place to the satisfaction of the Chairperson of the Contracts Committee

4.7 Clarification of Tenders

The Contracts Committee may ask tenderers for clarification of their tenders in writing, to assist in the examination, evaluation and comparison of the bids. However, no change in the price or substance of the tender shall be sought, offered or permitted.

4.8 Rejection of Tenders

The Contracts Committee may reject any bid:

- a) which does not comply with any of the provisions or rules laid down in the tender documents
- b) received after the closing date which shall be returned unopened
- c) which do not meet the intent of the specifications or
- d) where there is evidence of collusion



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If all bids are rejected, the Contracts Committee shall review the causes justifying the rejection and consider making revisions to the conditions of contract, scope of work and specifications or a combination of these, before inviting new bids.

4.9 Evaluation and Comparison of Tenders

The Contracts Committee shall evaluate the bids that are substantially responsive to enable the selection of the bid that is the most advantageous to the University.

Bid evaluation shall be consistent with the terms and conditions stipulated in the tender documents and any modifications thereof prior to the opening of the bids.

To arrive at the most responsive bid, the Contracts Committee shall consider a number of parameters. The relevance and importance of the parameters for the required evaluation will vary depending on the type of goods and services and the undertaking of works under consideration.

The following factors shall be considered:

- (a) Where goods are to be supplied:
 - the University’s estimate and terms of payment quoted
 - the recommendations of the technical staff
 - any warranty or guarantee given
 - maintenance and after sales service
 - adequacy of stocks or spares held in Jamaica
 - payment schedule
 - timeline for delivery of goods
 - any other matter related to the quality, reliability or adequacy of the goods
 - the supplier is on List of Approved Vendors
- (b) Where services are to be provided or works undertaken:
 - terms of payment
 - price and estimated completion time (the latter in consultation with the architect/engineer)
 - evidence of previous performance of similar works and services
 - any bond, warranty or guarantee provided
 - availability of technical skills offered, adequacy of supporting staff
 - completeness of the bid (no significant omissions)
 - present and projected work-load of the Contractor offering the lowest cost bid



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- possible adverse effects upon work performance which may result from awarding a tender which is exceptionally low when compared to the University's estimate and other bids received
- any matter related to the quality or adequacy of the performance of the works or services
- the contractor is on List of Approved Contractors.

The Contracts Committee shall prepare a detailed report on the evaluation and comparison of bids, describing precisely the reasons for selection of the lowest evaluated bid. The report shall be submitted to F&GPC – if contract exceeds \$4 million and relates to construction of new building /infrastructure or the maintenance of existing infrastructure, if not, the report shall be submitted to the Campus Bursar, Deputy Bursar or the Principal for final approval of recommendation of award of contract.

4.10 Confidentiality

Except as may be required by law, no information relating to the examination, tabulation, clarification, evaluation of bids and recommendations concerning awards should be communicated with any person who is not officially concerned with these procedures.

4.11 Notification of Award

When results of the evaluation have been determined, letters shall be sent to all bidders acknowledging the receipt of the bids and giving the bid results, without identifying other bidders and their offers.

Where a bid has been accepted, the bidder shall be notified of its acceptance by the Chairperson of the Contracts Committee. The Chairperson shall notify the bidder that he is required to enter into a formal contract with the University. The notification shall be in writing and signed by the Chairperson of the Campus Contracts Committee .

A suggested form of a letter of acceptance is included in the appendices. Appendix 1-14

The bidder shall confirm receipt in writing. The bidder's signature on the bid acceptance letter shall constitute the formation of the Contract.

4.12 Performance Security

Within 14 days of the receipt of notification of the award, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the Performance Security Form provided by the University.

The Performance Security shall be payable to the University as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract. The Performance Security shall be in one of the following forms:



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- a bank or insurance company guarantee or irrevocable Letter of Credit
- a manager's cheque or certified cheque which must be deposited by the Bursary in an Escrow Account.

See Appendix 1-12 for an example of a performance bond.

The amount of the Performance Security will depend on the type and magnitude of the works to be undertaken. Performance Security in the sum of 10% of the contract sum is recommended for contracts over J\$4m.

The life of the Performance Security shall extend sufficiently beyond completion of the contract to cover the defects liability period. The Performance Security will be discharged by the University and returned to the Contractor no later than 30 days following the date of completion of the Contractor's obligations, including warranty obligations under the contract.

4.13 Modification of the Award

Failure of the successful bidder to sign the contract or furnish the performance security within the period set for that purpose, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security if any. In such event, the University may make the award, without a new invitation to bid, to the next lowest evaluated bidder.

4.14 Letter to Unsuccessful Bidders

After the successful bidder has signed the contract or furnished the performance security, the Secretary of the Tenders Committee should notify the other bidders that they were unsuccessful and discharge their bid security (if any).

See Appendix 1-15 for an example of a rejection letter.

4.15 Contract Documents

Contract documents must cover certain minimum possibilities. Both parties to the contract should be able to clearly identify their rights and obligations. Specific events that are likely or expected to occur during the performance of the contract should be covered in the contract documents.

A standard contract format shall be developed to be used generally and shall be in such form and contain such terms, conditions and provisions as the University may determine and shall specify. The standard contract format shall include:

- Contract number (to be assigned by Procurement Manager)
- Description of the goods to be supplied or works or services to be undertaken
- Contract sum – the price to be paid and the terms of payment for the supply of goods or the undertaking of works or services



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- Period within which the matters to be considered by the contract are to be performed
- Provision for liquidated damages
- Provision for retention money, and release of retention
- Provision for termination or breach
- Provision for determination of disputes
- Provision for extension of time
- Period for defect liability and warranty
- Contract start and completion dates
- Period of honouring payments
- Schedule of Basic Rates (for material and labour)

Contracts shall be prepared, at least, in duplicate.

4.16 Contract Signing

After the contract terms have been finalised, the signature of the Contractor or his representative and a co-representative shall be secured on the original and one copy of the contract documents. The Campus Principal or designate shall sign on behalf of the University.

The following requirements shall be put in place by the Contractor prior to signing of the contract.

- Performance Bond
- Workmen’s Compensation Insurance
- Public Liability Insurance
- Contractors All-risk and Third Party insurance
- GCT Registration Certificate
- Tax Compliance Certificate
- Delivery of job schedule, setting out major activities with estimated start and completion dates.

Two original copies of the contract shall be signed. One copy of the signed contract shall be placed in the Contracts Repository together with all original documents related to the bid, the evaluation and award of contract. The other copy of the contract documents is to be returned to the Contractor.



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Copies of the contract documents shall be provided to the Estate Manager or the Projects Office, as appropriate, to facilitate monitoring of the work to be done, the services to be provided or goods to be supplied.

4.17 Contract Variations

Subsequent to the commencement of work on a contract, circumstances may arise that result in variation of the work. For example, change in the scope of work; change in specifications or change in the method of performance.

When any variations are to be made, approval must be obtained before instructions to effect the variations are given to the contractor and these requests shall be accompanied by a detailed cost quotation from the contractor. Such variations shall be referred to the relevant Committee that awarded the contract.

4.18 Performance Appraisal

The objective of the performance appraisal is to measure the efficiency and effective work performance on all contracts and to provide information/feedback to assist the committees in their deliberations. A performance appraisal shall form part of the certification of works completed.

4.19 Reporting Defects

Defects identified by user department shall be reported to the department that is/was responsible for monitoring the performance of the contract.



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Appendix 1-1 Agreement Form

This Agreement made theday of20.....Betweenofhereinafter called “the Employer”and.....ofhereinafter called “the Contractor” of the other part.

Whereas the Employer desires that the Works known as should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of Agreement:

The Letter of Acceptance dated.....

The Letter of Tender dated

The Addenda nos.....

The Conditions of Contract

The Specification

The Drawings

The completed Schedules

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.



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For and on behalf of the Employer in the
presence
of

For and on behalf of the Employer in the
presence
of

Witness.....Witness.....

Name Name

Address.....Address.....

Date.....Date.....

SIGNED by:..... SIGNED by:.....



Conditions Of Contract

Clauses

PERCENTAGE ADDITIONS ON PRIME COST

(i). Labour% (ii). Materials% (iii). Plant%

DEFECTS LIABILITY PERIOD

(If none other stated is 6 months from the day named in the Certificate of Practical Completion of the Works).

PERCENTAGE TO COVER PROFESSIONAL FEES

DATE FOR POSSESSION

DATE FOR COMPLETION

LIQUIDATED AND ASCERTAINED DAMAGES

PERIOD OF DELAY

- (i). by reason of loss or damage caused by any one of the contingencies referred to in clause (.....) if appli-cable (if none stated in 3 months)
- (ii). for any other reason (if none stated is 1 month)

PRIME COST SUMS

for which the contractor desires to Tender ...



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PERIOD OF INTERIM CERTIFICATES

(if none stated is one month)

PERIOD OF HONOURING CERTIFICATES

(if none stated is 14 days)

RATE OF INTEREST TO BE PAID

to the Contractor on overdue amounts
(if none stated 2% per month)

PERCENTAGE OF CERTIFIED VALUED RETAINED

(if none stated 10% up to the limit
of the retention fund)

LIMIT OF RETENTION FUND

(if none stated 5% of the Contract
Sum)

PERIOD OF FINAL MEASUREMENT

and valuation (if none stated 3 months
from the day named in the Certificate of
Practical Completion of the Works)
Appendix 1-2 Sample Purchase Order



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Appendix 1-2 Sample Purchase Order

	THE UNIVERSITY OF THE WEST INDIES MONA CAMPUS, KINGSTON 7. JAMAICA, W.I	PURCHASE ORDER #: <div style="border: 1px solid black; padding: 2px; display: inline-block;">P0092876</div> <small>Please show this number on all packages and documents related to this order</small> Date: 25/09/2002 Due Date:
Vendor L0023A APPLIANCE TRADERS LIMITED 23A HALF-WAY-TREE ROAD KINGSTON 5.	Ship To: SCHOOL OF EDUCATION UWI MONA, KINGSTON 7. ATTN: Mrs Arlene Supersad	
PLEASE ACKNOWLEDGE RECEIPT OF THIS ORDER AND GIVE DELIVERY DATE		
<small>If further information is required please contact the Purchases Unit 876-927-2260 or 876-970-4470 / purchases@uwimona.edu.jm</small>		SEND INVOICES: THE BURSARY THE UNIVERSITY OF THE WEST INDIES

Item	Description	Units	Unit Price	Extended Price
1	WHITEBOARD MARKERS	20 BOX	150.00	3000.00
2	FOLDING CHAIRS	5 EA	2000.00	10000.00
TOTAL:				13000.00

SALE TO THE UNIVERSITY OF THE WEST INDIES, MONA ARE BY THE LAWS OF JAMAICA,
 EXEMPT FROM ALL TAXATION
 SEE REVERSE SIDE FOR TO ADDITIONAL TERMS AND CONDITIONS
WARNING: SUPPLY OF GOOD AND SERVICES WITHOUT AN OFFICIAL ORDER
 IS CONTRARY TO THE UNIVERSITY RULES

(SEE REVERSE SIDE)

 AUTHORISED SIGNATURE



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ADDITIONAL TERMS AND CONDITIONS

1. **Acceptance:** Acceptance of this Purchase Order by the supplier is limited to the terms and conditions on the face and back hereof and shall not in any way be changed, limited, controlled or restricted by any oral statements or the provisions of the Suppliers forms, letters or papers which are inconsistent herewith, unless specifically authorized in writing by the University.
2. **Reference:** Please refer to Purchase Order Number and Item Number in all correspondence and telephone conversation relating to this Purchase Order.
3. **Delivery:** The Supplier shall deliver the items to the University or its agents at the time, place and in the manner specified by the order. Goods and services not supplied within three months after the order date are automatically cancelled, unless a later delivery date is confirmed in writing with the University. The Supplier is urged to inform the University of a future delivery date. Delivery time is of the essence and the Supplier should deliver all items on this order under the shipping conditions agreed between the parties.
4. **Insurance:** The Supplier should provide suitable Insurance to cover all risks, from his warehouse to the compound or agent.
5. **Defects:** The Supplier warrants that all goods or services furnished hereunder shall be merchantable and free from any defects in workmanship or material. The Supplier shall indemnify and save the University harmless from any breach of this warranty and no limitations on the university's remedy in Supplier's documents shall operate to reduce this indemnification.
6. **Inspection:** All items shall be subject to inspection by the University for defect and non-compliance with specifications. If the Supplier delivers any items which do not conform to the specifications the University may, as its options, annul and set aside the order either in whole or in part.
7. **Property Rights:** The Supplier shall indemnify the University against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of copyright, patent, registered design or other property right used by or on behalf of the Supplier for the purpose of Contract providing that any such infringement is not knowingly cause by an act of the University.
8. **Prices:** The Supplier warrants that the prices quoted are the lowest price at which these or similar articles are sold by the Supplier. In the event of any price reduction between the execution of the purchase order and the delivery of the goods, the University shall be entitled to such reduction.



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9. **Payment:** Payment will be made on presentation of an invoice, or as otherwise arranged; e.g. by letter of credit. The University undertakes to pay the Contract Price on presentation of a valid invoice quoting the University Purchase Order Number and confirming that property in the goods has passed to the University or its agents normally within 30 days following that in which the invoice is received.
10. **Invoice:** Foreign Suppliers must forward without delay a commercial invoice together with a “CARICOM INVOICE” (in triplicate) along with the Original Bill of Lading/Air Waybill etc. to facilitate prompt customs clearance.
11. **Confidentiality:** The Supplier undertakes to treat as confidential all information which may be derived from or obtained in the course of the Contract.
12. **Sub-Contract:** The Supplier shall not give, bargain, assign, sell, sub-contract or otherwise dispose of the Contract or any part thereof without the prior consent in writing of the University. This Purchase Order shall become null and void, unless ratified in writing by the University as to such transfer.
13. **Conflict:** Where special or supplementary terms and conditions exist they shall be included in the Contract and such terms and conditions shall prevail.
14. **Additional Information:** If further information is required, please contact the Purchases Unit,
telephone: 876-927-1660-9 or 876-92-72260, fax: 876-970-4470,
e-mail: purchases@uwimona.edu.jm



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Appendix 1-3 Tender Notice

TENDER FOR

- 1). The University of the West Indies, Mona invites bids from interested firms for the undertaking of the following Works at the.....
.....
- 2). Bidding documents may be obtained from the (office) of the University of the West Indies, Mona during the hours of 8:30 a.m. to 4:00 p.m. [after presentation of a receipt showing payment of a non-refundable fee of J\$..... to the cashier at the Bursary on the first floor of the Senate Building] if relevant.
- 3). A site visit is scheduled for (day/month/year) at (hour).
- 4). Bids must be accompanied by a valid Income Tax certificate dated not more than six (6) months prior to the closing date of the Bid.
- 5). The Bid Price must remain valid for a minimum period of ninety (90) days after the date for submission of Tenders.
- 6). Bids shall be placed in a sealed envelope clearly marked:

“TENDER -”

And addressed to:

The Procurement Manger
Bursary
The University of the West Indies
Mona Campus, Kingston 7

and deposited in the Tender Box appropriately marked and located at

- 7). Sealed Bids shall be received up to 12:00 noon on (day/month/year).
- 8). Bids received after the deadline for submission shall be rejected.



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- 9). The University of the West Indies does not bind itself to accept the lowest or any other Bid.

[if relevant] Bids shall be publicly opened at (hour) on (day/month/year) at (location). Bidders are invited to send a representative to the opening.

The Procurement Manger
Bursary
The University of the West Indies
Mona Campus, Kingston 7



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Appendix 1-4 Department Service Log Form

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THE UNIVERSITY OF THE WEST INDIES
DEPARTMENT SERVICE LOG

DEPARTMENT:	
SUPPLIER NAME:	
SUPPLIER ADDRESS:	
CONTACT NAME:	
PHONE #:	FAX #:

SANITATION SERVICE CONTRACT	DATE OF CONTRACT
------------------------------------	-------------------------

EQUIPMENT MAINTENANCE	DATE OF CONTRACT
------------------------------	-------------------------

AGREEMENT DETAILS:

DATE	DESCRIPTION	SIGNATURE OF SERVICE REP.
Aug		
Sep		
Oct		
Nov		
Dec		
Jan		
Feb		
Mar		
Apr		
May		
Jun		
Jul		

 Budget Holder Signature



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Appendix 1-5 Vendor request Form

THE UNIVERSITY OF THE WEST INDIES
PURCHASES DEPARTMENT

VENDOR REQUEST FORM

REQUESTING DEPT:

DOCUMENT #:

DATE REQUIRED:

PROPOSED VENDOR NAME:

VENDOR ADDRESS:

CONTACT NAME:

PHONE NUMBER:

FAX #:

E-MAIL ADDRESS:

REASON FOR VENDOR SELECTION:

KINDLY SUBMIT COPIES OF THE DOCUMENTS REQUESTED BELOW:

1. TRN NUMBER - for individuals
2. CERTIFICATE OF INCORPORATION
3. CERTIFICATE OF COMPANY REGISTRATION
4. THE NAMES OF THREE (3) REPUTABLE COMPANIES FOR WHICH THE VENDOR HAS TRANSACTED BUSINESS

Budget Holder Signature



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Appendix 1-6 Prepayment Acknowledgement Form

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THE UNIVERSITY OF THE WEST INDIES
MONA CAMPUS
PREPAYMENT ACKNOWLEDGEMENT FORM

I.....hereby acknowledge that I have received cheque #
 _____for the sum of.....\$.....
 dated.....as a deposit on job # P00.....for
Department.

.....
 Budget Holder Signature

.....
 Supplier Signature

Kindly return the signed form to the Purchases Unit of the Bursary.



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Appendix 1-7 Record of Tenders Received

RECORD OF TENDERS RECEIVED

Project title.....

Bids due on..... at (hour)

Bids opened onat
 (hour)

No.	Bidders	Date of Bid	Bid Price	Remarks
1				
2				
3				
Etc.				

Bid opened by : Signatures:

Signatures:

1.....

2.....

3.....

Date.....



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Appendix 1-8 Bid Registration Checklist

BID REGISTRATION CHECKLIST

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Item No.	Conditions				
1.	Bids completed in one ORIGINAL and one copy				
2.	Sealed in separate envelopes marked ORIGINAL & COPY				
3.	Both Inner Envelopes placed in outer Envelopes endorsed				
4.	All envelopes addressed to Employer				
5.	Name and Identification No. of Loan “ ”				
6.	Lodged in box				
7.	Bid Price				
8.	Contract Period				
9.	Bid Security				
10.	Bidders Representative				
11.	Name & Title of Signatory (Block Letters)				
12.	Organizational Chart				
13.	Operational Plan				
14.	Method				
15.	Programme				

Bids opened by:

NAME AND TITLE OF SIGNATORY

SIGNATURE



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Appendix 1-9 Bid Evaluation Form

BID EVALUATION FORM

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3.

1.1 PROJECT TITLE

No. of Bids invited.....

No of bids received.....

Bid closing date.....

Bids opened on.....

Validity expires.....

1.2 BIDS RECEIVED

No.	Bidders	Bid Price		GCT %	Remarks
		as received	arithmetically corrected		
1					
2					
3					
4					
5					

1.3 University's estimate for Contract \$.....
 (Provisional sum included in estimate \$.....)

1.4 COMPARISON SUMMARY OF PREFERRED BIDDERS

(Not to exceed three)



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Appendix 1-10 Tender Security Form

TENDER SECURITY FORM

WHEREAS
 (hereinafter called “the Bidder”) has submitted its bid dated.....
 for the supply of
 (hereinafter called “the Bid”).....
 KNOW BY ALL MEN by these presents that WE.....
 of
 having our registered office at
 (hereinafter called “the Bank”) are bound unto.....
 (hereinafter called “the University”) in the sum of
 for which payment well and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of, 20.....

THE CONDITIONS of this obligation are:

- 4. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 5. If the Bidder, having been notified of the acceptance of its bid by the University during the period of bid validity:
 - a). fails or refuses to execute the Contract Form, if required; or
 - b). fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the University up to the above amount upon receipt of its first written demand, without the University having to substantiate its demand, provided that in its demand the University will note the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 30 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
 (Signature of the Bank)



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Appendix 1-11 Advance Payment Agreement

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ADVANCE PAYMENT AGREEMENT

THIS AGREEMENT is made between **THE UNIVERSITY OF THE WEST INDIES** having its principal place of business **Mona, Kingston 7** of the **ONE PART** (hereinafter called “the Employer”), and.....
a registered company incorporated under the laws of.....
with principal place of business at.....
of the **OTHER PART** (hereinafter called “**the Contractor**”).

W H E R E A S:

- (1) The Employer has employed the Contractor to construct
- (2) The Employer and the Contractor have concluded a contract for the construction of the said project.
- (3) It is customary, necessary and desirable that a sum of money calculated as a percentage of the cost of construction, should be paid by the Employer to the Contractor, to place the Contractor in funds in order to properly mobilize plant and equipment, pre-purchase materials and cover the initial commencement expenses of the Contract and the said Contract provides for payment thereof;
- (4) The parties have agreed that the said mobilization should commence as soon as possible and that for that reason, it is desirable and expedient to make advance of money to the Contractor to carry out the mobilization functions as indicated at (iii) above;
- (5) The parties have agreed that the Employer should make a loan to the Contractor sufficient for the purpose hereinbefore described and the Contractor should accept the said loan which shall be made in fulfilment of the payment for mobilization contemplated in the said Contract.

(6) **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

- (7) The Employer shall lend to the Contractor, the sum of
- (\$.....)



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- (8) The said loan shall be paid by the Employer to the Contractor:-
- a). Upon signing hereof by the parties; and
 - b). Upon the Employer being satisfied that the Contractor has established an acceptable Bank Guarantee similar to the one contained in the Appendix hereto, or other approved instruments of undertaking issued by an acceptable financial institution for the full amount of the Mobilization Payment.
 - c). Upon the Employer being satisfied that the Performance Bond which has been or will be required to be established by the Contractor, has been established in a sum not less than the sum being loaned hereunder.
 - d). Upon the Compliance with all terms and conditions contained herein to the satisfaction of the Architect.
- (9) The sum hereby loaned by the Employer to the Contractor, shall be applied by the Contractor for the purpose of mobilizing all relevant sections of the Works in accordance with the Programme for completion of the Works. Such mobilization shall include mobilization of all Nominated Sub-Contractors and Suppliers.
- (10) Where any part of the sums hereby loaned is applied in making payments for mobilization to any Nominated Sub-Contractor or Supplier, then to the extent appropriate as between Contractor and Nominated Sub-Contractor or Supplier, the Contractor shall enter into an Agreement similar to the Agreement herein contained covering such Nominated Sub-Contractors and Suppliers relative to the proportion of the loan which the Contractor has loaned to them prior to the disbursement of such sum or sums.
- (11) The loan hereby granted shall be applied as follows:-
- 1). For pre-purchase of materials as scheduled in Appendix A to this Agreement.
 - 2). For General Mobilization.
 - 3). For Nominated Sub-Contractors and Suppliers.

TOTAL

The Employer reserves the right, in the case of non-nomination of Sub-Contractors and Suppliers, to defer that portion of this mobilization agreement and subsequently make direct payment to Nominated Sub-Contractors if and when required.

- (12) The Contractor shall ensure that insurance of all goods, materials and services acquired with the proceeds of this loan, shall be established and maintained in an insurance company acceptable to the Employer up to their full insurable value and the Contractor



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shall assign the benefit of the said insurance or otherwise and secure the payment thereof to the Employer.

- (13) All payments due from the Contractor to the Employer by way of repayment of this loan, shall be deducted by the Employer from any sum due and payable from the monthly payment certificates. Such deduction to be made in monthly installments; the first such deduction to commence with the first monthly payment certificate certified after sixty (60) days from the date of the first disbursement of the loan.
- (14) No escalation on the materials and equipment covered by the mobilization loan as listed in Appendix A and in accordance with the 'Fluctuation of Material Cost' Clause of Part Two of the Conditions of Contract, will be entertained if such escalation takes place after fourteen (14) days from receipt of the said loan.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this day
of 20.....

SIGNED for and on behalf of
THE UNIVERSITY OF THE WEST INDIES
by

.....

in the presence of:

.....

WITNESS

SIGNED for and on behalf of
.....



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Appendix 1-12 Performance Bond

FORM OF PERFORMANCE BOND

The following is a suggestion of the Conditions that the Employer will require for the Bond. The actual wording and Form of Performance Bond will be as approved by the University of the West Indies subsequent to submissions by the Contractor

BY THIS BOND _____ as Principal (hereinafter called “The Contractor” and _____ as Surety (hereinafter called “The Surety”, are held and firmly bound unto **THE UNIVERSITY OF THE WEST INDIES** as ablige (hereinafter called “The Employer”) in the amount of _____

(\$ _____) for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20__ for _____ in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Conditions of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this Obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be and declared by the Employer to be in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the surety may promptly remedy the default, or shall promptly:-

Complete the Contract in accordance with its terms and conditions; or obtain a tender or tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph, shall mean the total amount payable by



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Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Maintenance Certificate.

No right of action shall accrue on this Tender to or for the use of any personal corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal and the Surety has cause these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____.

SIGNED, SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED

by the Surety _____

by the Contractor _____

in the presence of _____

in the presence of _____

(Witness)

(Witness)



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Appendix 1-13 Form of Tender

FORM OF TENDER

NAME OF CONTRACT:* _____

TO:* _____

Having examined the Conditions of Contract, Specification, Drawings, and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specification, Drawings, Bills of Quantities and Addenda for the sum of _____

_____ or such other sum as may be ascertained in accordance with the said Conditions.

We acknowledge that the Appendix forms part of the Tender.

We undertake, if our Tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Tender.

We agree to abide by this Tender for the period of * _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed this Tender, together with our written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____



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Signature _____ in the capacity of _____
duly authorized to sign tenders for and on behalf of

(IN BLOCK CAPITALS)

Address _____

Witness _____

Address _____

Occupation _____

(Note: All details marked * shall be inserted before issue of Tender document.)



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Sub-Clause

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Amount of security (if any)	10.1 % of the Contract Price
Minimum amount of third party insurance	23.2 per Occurrence, with the number of occurrences unlimited
Time for issue of notice to commence	41.1days
Time for Completion	43.1days
Amount of liquidated damages	47.1per day
Limit of liquidated damage	47.1	
Defects Liability Period	49.1days
Percentage for adjustments of Provisional Sums	59.4 (c) per cent
Percentage of invoice value of listed materials and Plant	60.1(c) per cent
Percentage of Retention	60.2 per cent
Limit of Retention Money	60.2
Minimum Amount of Interim payment Certificates	60.2
Rate of Interest upon unpaid sums	60.1 per cent per annum

Initials of Signatory of
Tender _____



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(Notes: All details in the list above, other than percentage figure against Sub-Clause 59.4, shall be inserted before issue of Tender documents. Where a number of days is to be inserted, it is desirable, for consistency with the Conditions, that the number should be a multiple of seven.

Additional entries are necessary where provisions is included in the Contract for:

22. completion of Sections (Sub-Clauses 43.1 and 48.2(a))
 23. liquidated damages for Sections (Sub-Clause 47.1)
 24. a bonus (Sub-Clause 47.3 - Part II)
 25. payment for materials on Site (Sub-Clause 60.1(c))
 26. payment in foreign currencies (Clause 60 - Part II)
 27. an advance payment (Clause 60 - Part II)
 28. adjustments to the Contract Price on account of Specified Materials (Sub-Clause 70.1 - Part II)
- rates of exchange (Sub-Clause 72.2 - Part II)



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Appendix 1-14 Letter of Acceptance

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LETTER OF ACCEPTANCE

Dear :

Subject: Letter of Acceptance

The University of the West Indies, Mona Campus wishes to inform you that your company's offer has been accepted for the (project's name) in the negotiated sum of (amount in words) (amount in figures) for a period of (duration of contract) from the date of commencement.

Further to the meeting of (date), you are requested to submit to the (department/office in charge of works) a work schedule which should clearly indicate how the work will be executed and also a payment schedule.

Pursuant to the Instruction to Bidders and the Conditions of Contract, you are required to provide a Performance Bond, a valid Tax Compliance Certificate and to execute the Agreement with the Employer within the times stipulated in the Bidding Document.

Please note that in accordance with the Instructions to Bidders, failure to provide the Performance Bond, a valid tax Compliance Certificate or to execute the Agreement shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

You are required to acknowledge receipt of this Letter of Acceptance by returning a signed copy to: The Procurement Manager, Bursary, U.W.I., c/o (department/office and address) - [if necessary]

Sincerely,

.....

(NAME & TITLE)
FOR AND ON BEHALF OF
THE UNIVERSITY OF THE WEST INDIES

Acknowledged by:

.....

(NAME & COMPANY)



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Appendix 1-15 Letter of Rejection

REJECTION LETTER

Dear :

Subject: Bid for (project's name)

Please be advised that your tender for the captioned project (name of project) was unsuccessful.

We however would like to take this opportunity to thank your firm for being a part of this exercise and to wish you all the very best in other future tender exercises.

Yours sincerely,

.....

(NAME AND TITLE)

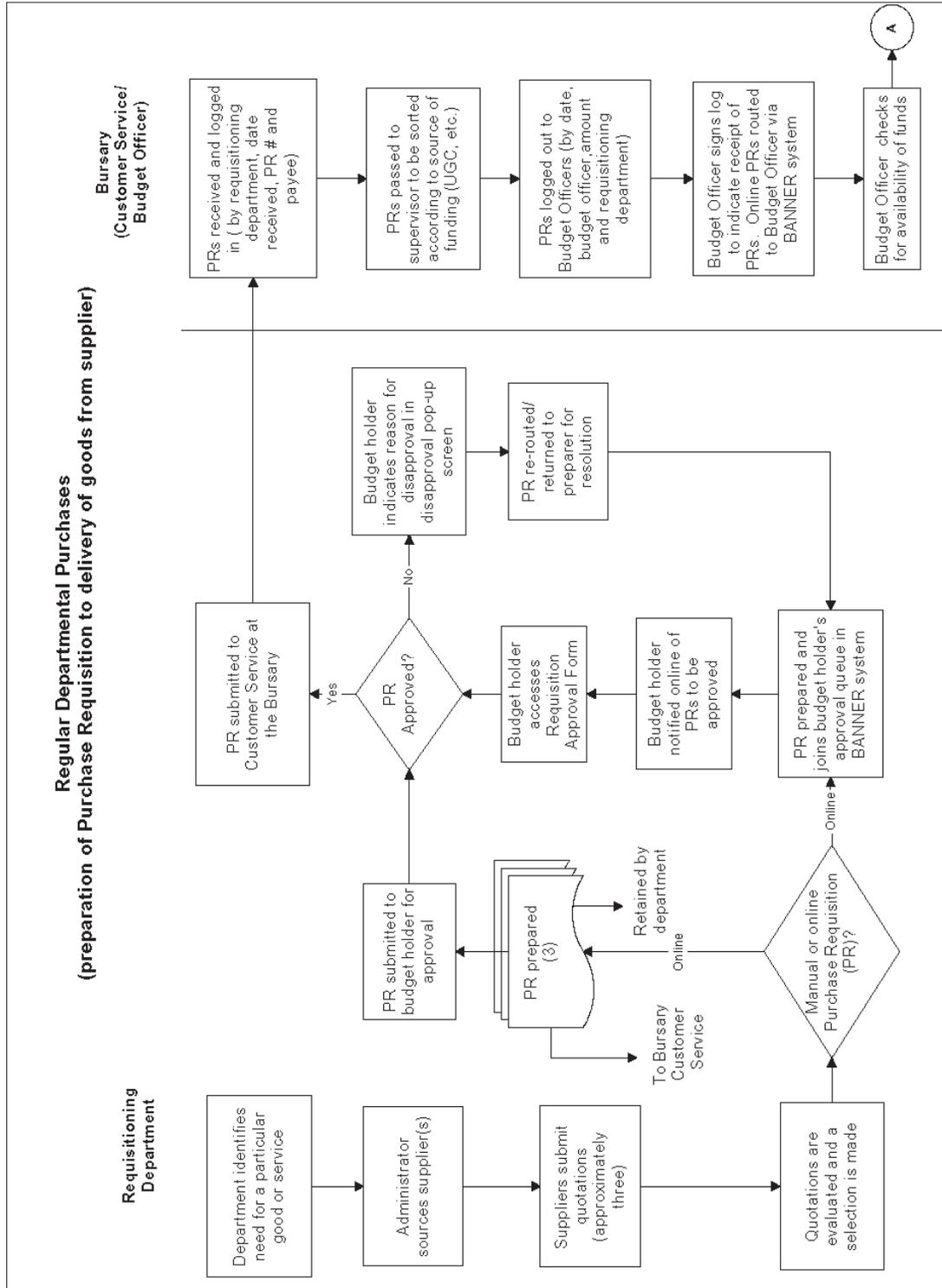
FOR AND ON BEHALF OF THE UNIVERSITY OF THE WEST INDIES



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Appendix 2 - Process Flow Charts

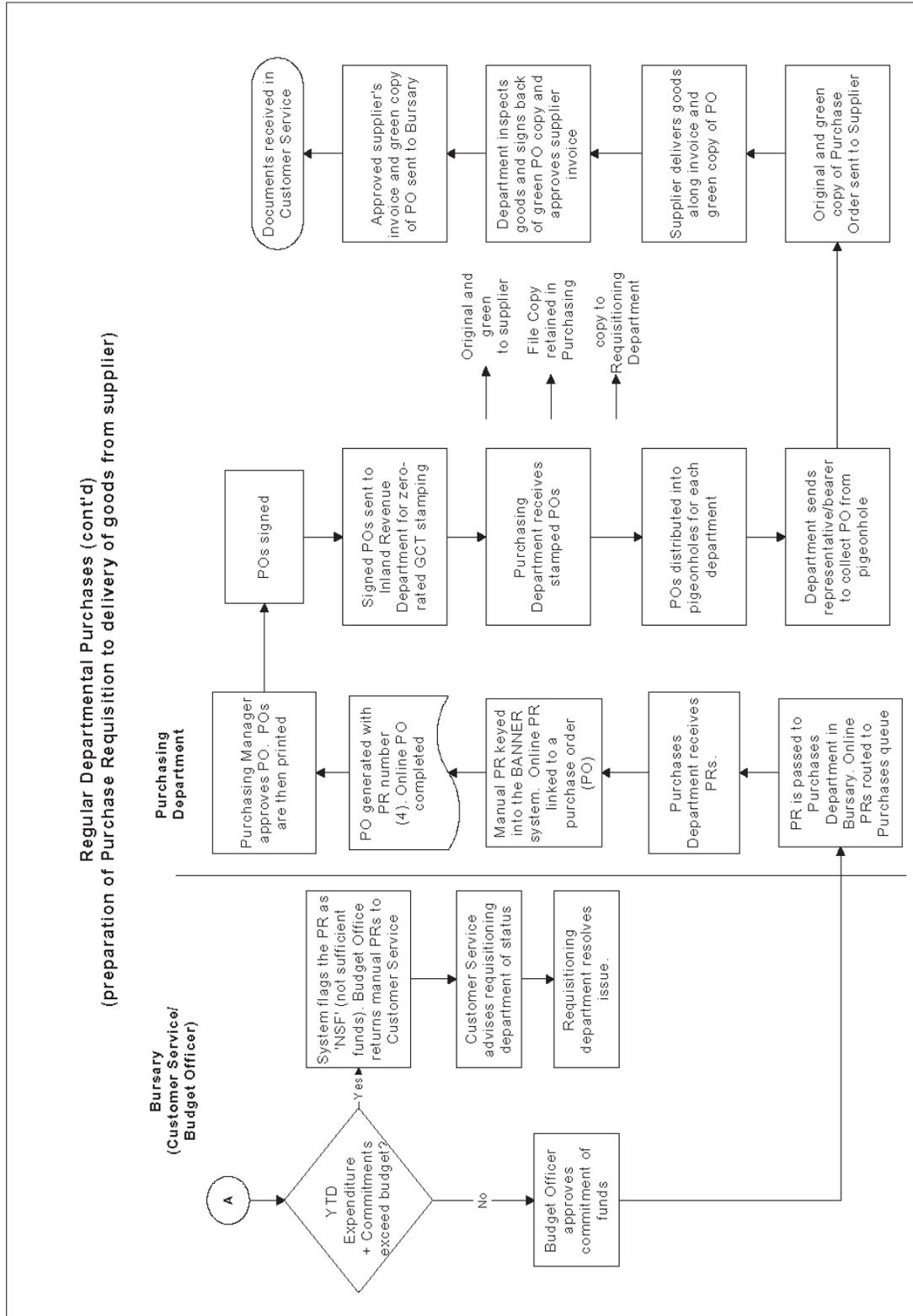




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