

Government of Jamaica

MINISTRY OF HEALTH AND WELLNESS

REQUEST FOR QUOTATION (RFQ)

MOBILE OR FIXED COVID-19 VACCINE ADMINISTRATION SITES ESTABLISHED BY:

- **1. PRIVATE PHYSICIAN OFFICES,**
- 2. PRIVATE HEALTH FACILITIES,
- 3. NON-GOVERNMENTAL ORGANISATIONS,
- 4. FAITH BASED ORGANISATIONS; AND
- **5. OTHER ENTITIES**

PROVIDING SERVICES AT A SMALL, MEDIUM OR LARGE SCALE.

Abbreviations and Acronyms

Act	Public Procurement Act, 2015
B/L	Bill of Lading
CFR	Cost and Freight
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to (named place of destination)
CPT	Carriage Paid to
e-GP	electronic Government Procurement System
EXW	Ex factory, ex works or ex warehouse
FIATA	International Federation of Freight Forwarders Associations
FCA	Free Carrier
FOB	Free on Board
ITS	Instructions to Service Providerss
JV	Joint Venture
MOF	Ministry of Finance
Office	Office of Public Procurement Policy
Regulations	The Public Procurement Regulations
RFQ	Request for Quotations
SBD	Standard Bidding Document
TCL	Tax Compliance Letter
VAT	Value Added Tax



To: Prospective Bidders Private Physician Offices Private health facilities Non-governmental organisations Faith-based organisations Other entities Date: September 7, 2021

Dear Madam/Sir

Subject: REQUEST FOR QUOTATION COVID-19 VACCINE ADMINISTRATION SERVICES AT MOBILE OR FIXED SITES AT SMALL, MEDIUM or LARGE SCALE

1. The Ministry of Health and Wellness utilizing public funds invites you to submit your price quotation for the supply of the following items:

COVID-19 Vaccine Administration Services at mobile or fixed sites that are small, medium or large scale

as per the attached Schedules of Requirements at Section 2.

- 2. Quotation must be submitted electronically and address to <u>wallaceg@moh.gov.jm</u> and copied to <u>McfarlaneK@moh.gov.jm</u>.
- 3. Only quotations from eligible Service Providers as defined in paragraph 1 of Section 1, Instructions to Service Providers will be considered.
- 4. Quotations must be submitted 2:00pm on Wednesday, September 15, 2021.
- 5. The procuring entity shall award a Framework Agreement to the Service Provider(s) whose quotation(s) has been determined to be the lowest evaluated quotation and is substantially responsive to this Invitation.
- 6. No quotation securing declaration or guarantee is required.
- Please confirm whether or not you will submit a quotation by email to: wallaceg@moh.gov.jm and copied to McfarlaneK@moh.gov.jm.

Yours faithfully

Addenda

- Section 1 Instructions to Bidders
- Section 2 Schedule of Requirements
- Section 3 Form of Quotation
- Section 4 Form of Framework Agreement

Section 1 Instructions to Bidders

1. Eligibility of the Bidder

- 1.1 A bidder shall be deemed to have the nationality of a country if the bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Service Providers for any part of the Contract including related services.
- 1.2 In accordance with the Public Procurement Regulations, 2018, Section 17, bidders and any named Subcontractors shall have to demonstrate that they have paid all taxes, duties, fees and other impositions as may be levied in Jamaica at the time of bid submission by presenting proof of a valid copy of the Tax Compliance Letter (TCL).
- 1.3 Bidders shall provide such evidence of their continued eligibility as the procuring entity may reasonably request.

2 Disqualified Bidders

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

3 Fraud, Corruption and Other Prohibited Practices

3.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

- **3.2** For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Public Procurement Act, 2015 (Act) and any other Act relating to corrupt activities in Jamaica.
- **3.3** A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall --
 - a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
 - b) have their bid rejected if it is determined that the bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica;
 - c) risk other sanctions provided for in the Act or the regulations.

4 Documents Comprising the Quotation

- 4.1 The quotation submitted by the Bidder shall comprise the following documents:
 - i. Signed Letter of Quotation on your company Letter Head (see section 3).
 - ii. Signed Price Activity Schedule on your company Letter Head (see section 2C Schedule of Requirements).
 - iii. A valid Tax Compliance Certificate or valid Tax Compliance Letter
 - iv. Articles of Incorporation/ Certificate of Incorporation or Registration under the Companies Act and/or the Charities Act, as may be applicable.
 - v. In case of Joint Venture (JV), letter of intent to form JV or JV agreement.
 - vi. Where applicable, Facility License issued under the applicable law eg Nurses Homes Registration Act, Pharmacy Act etc.
 - vii. Where applicable, evidence of each team member's registration with the appropriate professional regulatory body (i.e current practising certificates, licenses from the Medical Council, Nursing Council, Professions Supplementary to Medicine etc).
 - viii. Curriculum Vitae of each technical team member i.e. health and allied health professionals (see 2D Schedule of Requirements).
 - ix. Detailed Operational Plan that describes in detail the Service Provider's proposal for the delivery of the services (see 2B Schedule of Requirements)

5. Quotation and Evaluation Criteria

5.1 The bidder must quote for all the items specified in the **Schedule of Requirements.**

5.2 The procuring entity may award the Framework Agreement to the bidder following the evaluation and any negotiation.

6 Quotation Prices

- 6.1 Prices must be quoted in Jamaican Dollars.
- 6.2 Prices shall remain fixed and not subject to adjustment during the period of performance of the contract.

7 Validity of Quotation

7.1 Your quotation should be valid for a period of sixty (60) days from the deadline for submission.

8. **Language of the Quotation**

8.1 All documents relating to the quotation and Framework Agreement shall be in the English language.

9. **Signing of the Quotation**

- 9.1 The original and copy of the quotation shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the bidder.
- 9.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

10. Submission of the Quotation

- 10.1 The quotation must be **submitted electronically** to wallaceg@moh.gov.jm and copied to McfarlaneK@moh.gov.jm.
- 10.2 A Bidder may modify or withdraw its quotation once submitted but only prior to the deadline for submission. The modification or withdrawal must be prepared as above; however, the outer envelope must also be marked 'MODIFICATION' or 'WITHDRAWAL'.

11. Deadline of Submissions

11.1 The quotation must be submitted electronically as noted at section 10 above no later than 2:00pm on Wednesday, September 15, 2021. There shall be no public opening of quotations.

12. Confidentiality

- 12.1 Information relating to the examination, evaluation, comparison and post-qualification of quotations and recommendation of contract award shall not be disclosed to contractors or any other persons not officially concerned with such process until publications of the Framework Agreement award.
- 12.2 Any attempt by a service provider or any person to influence the procuring entity in the examination, evaluation, comparison and post-qualification of the bids or contract award decisions, pursuant to Section 56 of the Act, shall result in the rejection of its quotation.

13. Negotiation

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

14. Procuring Entity's Right to Accept Any Quotation and to Reject any or all Quotations:

14.1 The procuring entity reserves the right to accept or reject any quotation, and to cancel the process of competition and reject all quotation, at any time prior to the award of the Framework Agreement, without thereby incurring any liability to the affected Bidder(s).

15. Clarifications or Further Information

15.1 Any request for clarification or further information must be received by Friday, September 10, 2021. All requests must be addressed to <u>wallaceg@moh.gov.jm</u> and copied to <u>McfarlaneK@moh.gov.jm</u>

16. Signing of Framework Agreement

16.1 The procuring entity shall send the successful bidder(s) the Letter(s) of Acceptance.

- 16.2 The successful bidder(s) shall return the signed Framework Agreement(s) within seven(7) days from the date of the Letter of Acceptance and shall sign, date, and return to the procuring entity the signed Framework Agreement and Advance security, if required.
- 16.3 On receipt of the signed Framework Agreement and Advance security, if required, the procuring entity will immediately notify in writing all unsuccessful bidders, of the final results of the bidding process. This notice will discharge their bid securities.

Section 2 Schedules of Requirements

The Schedules of Requirements comprise the following:

2A Technical Specifications

2B Operational Plan Requirements

2C Priced Activity Schedule

2D Curriculum Vitae Form

2A TECHNICAL SPECIFICATIONS

i. Background

On 30 January 2020, the World Health Organization (WHO) declared the outbreak of the novel coronavirus COVID-19 as a Public Health Emergency of International Concern (PHEIC) pursuant to the International Health Regulations. COVID-19 is an infectious disease caused by the coronavirus SARSCov-2. On 11 March 2020, the WHO characterized COVID-19 as a pandemic. On 10 March 2020, Jamaica recorded its first imported case of COVID-19 in Kingston.

While non-pharmaceutical interventions are crucial in slowing down the spread of the coronavirus, they are not able to control it sustainably. The practical limits of such measures have been demonstrated as citizens are experiencing 'pandemic fatigue' and are tired of taking the necessary precautionary actions, including physical distancing and reduced social interactions. The development and swift global deployment of safe and effective vaccines against COVID-19 remains essential to containing the COVID-19 global pandemic, restoring normal economic activity and protecting the country's health system

The MOHW has developed the National COVID-19 Deployment and Vaccination Interim Plan. The interim plan provides national guidance for key stakeholders in operationalizing the administration of COVID-19 vaccines: those that that can be stored at -20°C and those that can be stored between 2°C and 8°C.

The Objectives of the introduction of COVID-19 Vaccination are:

- i. protecting the integrity of the health care system and infrastructure for the continuity of essential services
- ii. reducing severe morbidity and mortality associated with COVID-19 by protecting populations at greatest risk
- iii. reducing transmission of infection in the community and generating herd immunity

The Government has set target of 65% of the population to be vaccinated by March 2022. Since the inception of the National Vaccination Programme on March 10, 2021, Jamaica has

administered 550,242 doses of vaccine to the population. A total of 145,192 or 5.3% Jamaica's population (SATIN, 2020: 2,734,092) has been fully vaccinated with 405,054 (14.8%) receiving at least one dose of a double dose vaccine. There is an urgent need to promote greater uptake of vaccines in the population in order to increase the rate of vaccine coverage, especially to mitigate against the threats of new and more easily transmissible variants of COVID-19 and importantly to reduce serious illness, hospitalization and deaths. Accordingly, increasing access to vaccines across the country is key to meeting the above-stated objectives.

In that regard and pursuant to the National COVID-19 Deployment and Vaccination Interim Plan the MOHW is seeking expand its network of COVID-19 vaccination sites to include fixed and mobile sites by established by private health facilities (such a private physician offices, pharmacies, hospitals medical centers), non-government organisations, faith-based organisations and other entities for the administration of COVID-19 Vaccines to the public at no cost.

This Request for Quote (RFQ) is seeking to obtain proposals for the engagement under a Framework Agreement of private fixed and mobile sites established by private health facilities (such a private physician offices, pharmacies, hospitals, medical centers etc); non-governmental organisations; faith-based organisations; and other entities for the administration of COVID-19 vaccines (hereinafter referred to as the Services).

ii. Scope of Services

Service Providers are being invited to submit quotations for participation in the National Vaccination programme in the following categories:

CATEGORY	DEFINITION			
	A vaccination site which is established temporarily for the sole purpose			
MOBILE	of administering COVID-19 Vaccine to the public and which by its			
SITE	nature is able to be independently moved to different locations to serve			
	an agreed targeted population.			
	A facility that has a permanent geographical location and normally			
FIXED SITE	provides medical and/or pharmacy services as part of the usual course			
FIAED SITE	of business operation and which has established on-site COVID-19			
	Vaccination Administration Services.			

ТҮРЕ	NO OF VACCINE DOSES ADMINISTERED PER			
	DAY			
Small Operation	0 - 100			
Medium Operation	101 - 500			
Large Operation	501 and above			

The above categories of sites may be delivered in the following capacity levels:

The scope of services to be provided by the Service Provider includes but is not limited to:

- a) Providing COVID-19 vaccination administration and processing of vaccination registration.
- b) Providing adequate staffing to accomplish vaccination, registration and address client questions and concerns.
- c) Counselling vaccine clients about COVID-19 vaccine before vaccination.
- d) Observing post-administration of COVID-19 vaccine. The Service Provider must have in place systems and protocols to handle possible urgent adverse events following vaccination.
- e) Securing sufficient quantities of vaccine-associated supplies (e.g. personal protective equipment, specialized storage equipment) in a timely manner and maintain a steady supply stream for the delivery of the services.
- f) Purchasing and maintaining personal protective equipment (PPE) appropriate for vaccination activities.
- g) Maintaining vaccine records and documentation in keeping with all applicable laws and in keeping with the MOHW's Policies and Guidelines.
- h) Providing a completed MOHW's COVID-19 vaccination card to every COVID-19 vaccine recipient, the adult caregiver accompanying the recipient, or other legal representative.
- i) Disposing of waste associated with the services in compliance with all applicable laws and regulations as well as MOHW's Policies and Procedures.
- j) Utilise MOHW's CommCare Software for vaccine registration and data collection.

iii. Performance Standards

a) The MOHW has established a Guideline for Operating a Vaccine Site (Appendix A) which all Service Providers shall adhere to in the delivery of the services.

- b) The Service Providers must have in place a system for the end to end management of the vaccination process.
- c) The Service Provider must not sell to or seek reimbursement, for COVID-19 vaccines or any other products supplied by the MOHW, from persons being vaccinated. Under no circumstances must a fee be charged to persons being vaccinated.
- d) Service Provider must ensure that vaccine doses are administered by an authorized licensed/certified professional only and performed consistent with standards of medical care.
- e) The Services shall be provided in accordance with generally accepted medical and legal standards, consistent with prevailing medical ethics governing the Service Provider.
- f) The Service Provider must ensure that equipment and systems are in place for dictated cold chain integrity storage of vaccine depending on vaccination type. MOHW's guidelines shall be strictly adhered to, as well as all information provided by the vaccine manufacturer in the vaccine insert upon execution of the Framework Agreement.
- g) The Service Provider shall return to the MOHW all opened and unopened vaccine vials at the end of day.
- h) The Service Provider is required to operate its vaccination site and environment in a manner that assures safety for staff and clients.
- i) Health and temperature screenings must be performed for all staff and clients prior to entering the vaccination site. Persons with suspected illness must be excluded until the person has been screened for possible COVID-19 infection.
- j) The Service Provider must establish appointment and/or queuing procedures to protect staff and clients to be vaccinated.
- k) The Service Provider shall establish infection control procedures to protect staff and clients to be vaccinated.
- The Service Provider shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the MOHW. The Service provider must submit along with this RFQ details of the qualifications and professional registrations of all members of the team that will perform the services.
- m) The Service Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided.
- n) The Service Provider's personnel shall:

- if applicable, be registered with the appropriate professional regulatory body;
- possess the appropriate qualifications, experience, skills and competencies to perform the duties required of them and be appropriately supervised managerially and professionally; and
- be covered by adequate insurance for the provision of the Services.
- o) The Service Provider shall be responsible for the quality and quantity of services performed.
- p) The Service Provider shall have sufficient appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical personnel to ensure that the Services are provided in all respects and at all times in accordance with this Agreement.
- q) The MOHW retains the right to monitor the quality of services furnished by the Service Provider. The Service Provider shall be required to permit visits from the MOHW's Standards and Regulations Branch and or Health Services Planning and Integration Branch.
- r) The Service Provider shall maintain as confidential all vaccination records in accordance with medical ethics and the law. The Service Provider shall counsel its personnel, and subcontractors on their obligation to ensure that such information remains confidential.
- s) Reporting Wastage to the MOHW in accordance with Appendix E COVID 19
 Vaccination Waste Management Form.
- t) The Service Provider shall:
 - Ensure that the services are performed in a safe and effective manner;
 - Ensure confidentiality of patient information;
 - Have in place and maintain a Quality Management System acceptable to the MOHW;
 - Be certified in accordance with applicable laws and regulations and should possess current licenses and permits to operate; and
 - Ensure compliance with all applicable laws and regulations.
- u) The Service Provider warrants that any of the Service Provider's consumables or equipment utilized by the Service Provider are in safe and proper working order and suitable for the purpose, and all equipment is adequately and appropriately insured.

- v) The Service Provider shall complete the MOHW's prescribed COVID-19 Vaccination Items checklist (Appendix C) at the end of each day of vaccination and submit same the MOHW.
- w) Reporting of adverse events/events supposedly attributed to Vaccination or Immunisation shall be done in accordance with the MOHW's prescribed **Report Form** (Appendix D).
- x) The Service Provider shall provide daily updates to the MOHW on the delivery of the services in the agreed format.

iv. COVID-19 Vaccine Site Requirements

The Service Provider's proposed Vaccine Delivery Site(s) shall meet all the requirements outlined in the **MOHW's Guideline for Operating a Vaccine Site** – **Appendix A.** Service Providers are advised to be guided by **Appendix B** – **MOHW Vaccine Site Checklist** which outlines the requirements that must be met in order to be approved by the MOHW as a COVID-19 Vaccine Administration Site.

The Service Provider shall provide all necessary equipment including cold-storage or other approved storage required by vaccine manufacturers for the safe storage of vaccines.

v. Staff Requirements

The Service Provider shall have in place the minimum staff to deliver the services as set out in the MOHW's Guideline for Operating a Vaccine Site – **Appendix A**.

vi. Technology Requirements

The MOHW utilises the CommCare software application for vaccine appointments registration and data collection. The Service Provider will be required to utilise this application. The software application is downloadable from Android Google App Store (not available on Apple IOS). The MOHW will provide the Service Provider with the requisite access and installation authorisation, training and support to enable their use of the software application. The minimum specifications for tablets for use of the CommCare application are as follows:

- Processor Quad-Core
- Storage 32MB
- RAM 2GB

- Resolution 1280 x 800
- 4G LTE (SIM Card or Internet via WiFi)
- Display 8" or 10"
- Keyboard (optional)
- Camera Rear Facing

vii. Resources to be provided by the MOHW

The MOHW will supply to the Service Provider all vaccines and syringes for the delivery of the services. The MOHW will also provide the requisite training.

2B OPERATIONAL PLAN REQUIREMENTS

The Service Provider's Operational Plan shall include, at a minimum, the following information:

- i. Methodology for delivering the services and category of operation i.e. Small, Medium or Large
- ii. Proposed number and categories of staff
- iii. Staff training plan
- iv. Proposed days and hours of operation
- v. Quantification of immunisation capacity i.e. how many persons can the service provider vaccinate per week
- vi. Management of vaccine and supplies
- vii. Response Protocol for serious allergic reaction following vaccination e.g., anaphylaxis including maintaining medical supplies for treating anaphylaxis,
- viii. Detailed Infection Prevention and Control Measures
- ix. Detailed Emergency Contingency Plan
- x. Detailed Quality Assurance Program
- xi. Detailed Waste Management Plan

2C PRICE SCHEDULE

Date: _

Ref No.: _____

Name of the Bidder:

1	2	3	4	5
Item No.	Service Type	Target Number of doses for	Unit price JMD	Total Price JMD
		three (3) months		
	Vaccine dose administration		J\$ per	
			dose administered	

Name _ In the capacity of _____

Signed

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

Dated on ______, ____,

2D - Curriculum Vitae (CV) Format

Service providers are asked to complete this form for each technical staff i.e. Health and Allied personnel.

Position Title and No.	[e.g., K-1, TEAM LEADER]
Name of Team Member:	[Insert full name]
Date of Birth:	[day/month/year]
Country of	
Citizenship/Residence	

Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May	[e.g., Ministry of,		
2005-	advisor/Individual Consultant		
present]	to		
	For references: Tel/e- mail; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Detailed Tasks Assigned Service	Reference to Prior Work/Assignments that		
Provider's team:	Best Illustrates Capability to Handle the		
	Assigned Tasks [to include contact name		
	and email address for each Client]		
[List all deliverables/tasks in which the Team			
member will be involved)			
member will be involved)			

Team member's contact information:

A dequacy for the Assignment.

[address, e-mail...., phone......]

Certification:

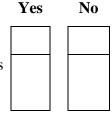
I certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the quotation. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the procuring entity, and/or sanctions by the Government.

[day/month/year]

Name of the Service Provider Date

Signature

[day/month/year]



(i) I am employed by the procuring entity

(ii) I was part of the team who wrote the terms of reference for this consulting services assignment



MINISTRY OF HEALTH AND WELLNESS

10-16 GRENADA WAY, KINGSTON 5, JAMAICA

FAMILY HEALTH UNIT

TELEPHONE NOS. 1876-633-8122, CUG-1876-317-9980

Email:

meloodyennis5@gmail.com

GUIDE FOR OPERATING A VACCINE SITE JULY 2021

Vaccinating persons involves a series of activities governed by the principles of vaccine administration (see figure 1) especially the maintenance of the cold chain and requires strict adherence to the guidelines provided by the Ministry of Health and Wellness (MOHW).

VACCINATION PRINCIPLES

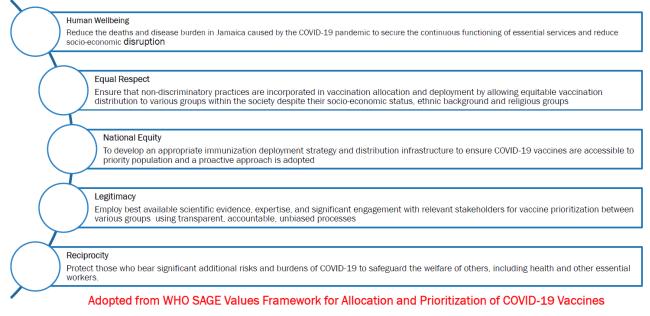


Figure 1: Vaccines Principles

SITE SELECTION

Site assets and infrastructure must be identified and inspected by a MOHW's vaccine team before approval of the site as a vaccination centre. Compliance with the MOHW protocols is key to approval. The venue will be assessed for:

- accessibility, safety and security
- the ability to maintain the appropriate cold chain, storage and monitoring of the vaccine administration process
- the presence of accessible restrooms, including provisions for the physically challenged
- accessible waiting areas with socially distanced seating, signage and adequate sanitizing machines
- the capacity for all areas to:
 - 1. accommodate physical distancing of staff and clients
 - 2. adhere to general public health regulations
 - 3. observe routine infection prevention and control measures
 - 4. arrange adequate space for the physically challenged
 - 5. have an area for screening, registration, vaccine-related activities including preparation for administration
- an observation area to monitor post vaccinated persons. The area should have a bed and an emergency trolley equipped to deal with Events Supposedly Attributable to Vaccination or Immunization (ESAVI's) and any other emergency care needed
- the flow of persons within the centre from entry to exit

STAFFING

Adequate staff is the key factor in the successful operation of a vaccine site. Clinical personnel including: physicians, public health nurse(s), registered nurses and non-clinical staff (registration clerks, IT support) must be in place. The centre management team must be identified early and participate in all planning activities and daily briefing and debriefing sessions. Staff training done by MOHW is critical and all protocols of expected duties and responsibilities must be known to the relevant persons and adhered to.

STAFFING REQUIREMENTS

The minimum required staff is as follows:

STAFFING REQUIREMENT						
Category		NUMBER OF PERSONS BEING INOCULATED PER DAY				
	>50	100	300	500	1000	2000
Centre Manager	1	1	1	1	1	1
Centre Supervisor						2
Counsellors (Health Educators, Doctors, Nurses). Recordings may also be used		1	1	1	2	4
Registration Clerks (Office Clerks, Volunteers: minimum school leaving certificate)	1	2	12	20	20	20
Vaccinators (Council Certified Doctors, Public Health Nurse, Registered Nurse, Registered Midwife)		2	4	4	10	15
Observers (Vaccinators (Council Certified Doctors, Public Health Nurse, Registered Nurse, Registered Midwife))				4	5	6

STAFF RESPONSIBILITIES

The site manager has overall responsibility for the seamless operations at the site and must be familiar with the campaign process and its practical organisation.

At the Start of each Session / Day

The *Centre Manager* will:

- report to vaccine operation centre by 8:00 a.m. on the day of the assignment, completing the necessary documents to indicate readiness and availability for work
- make sure that the crowd control persons are carrying out their duties
- take delivery of and verify the supplies received (quantities)
- account for all vaccine vials
- brief all staff on the day's activities and tasks
- ensure all registers are signed by staff
- task station supervisors to get stations ready for operation
- assign team members to their stations

- ensure registration persons are in place and registered personnel with tablet (system) access.
- make sure that the recorder has filled in the general information on the tally sheet/tablet: team, location, date, lot number, etc.
- verify that the site is clean and well-organised
 - ensure that the flow path is well-marked and each station arranged correctly
- ensure all covid-19 protocols are being observed
- ensure all stations are sanitized throughout the day
- ensure that the cold chain supplies are protected from the sun
- designate a waste storage location, out of reach of the population

During The Session

- Ensure the smooth operation of all stations
- Maintain constant reporting obligation throughout the day
- Ensure all the steps are being followed by each station
- Note all incidents and report them immediately
- Manage all patient queries and concerns
- Liaise with on the ground personnel to ensure security and order is maintained
- Ensure proper waste management protocols are observed
- Monitor registration and documentation activity to ensure all data are being captured
- Periodically check to see that the process of documentation and registration are seamless
- Monitor counselling and observation stations to ensure protocols are being observed

At the End of the Session/Day

- Collect and check the tally sheets and calculate the supplies used including sanitiser and alcohol
- Ensure the site is cleaned
- Check that the waste has been collected in accordance with the safety rules
- Account for all vaccine vials being used and batch numbers
- Account for all wastages at the end of the day
- Report daily activities to the vaccination operation centre

- Send report of all vaccination activity and targets for the day'
- Debrief staff on the day's activity. Review the activities of the day with the team: results obtained, strengths and difficulties, suggestions for improvement
- Thank the team

Site Supervisor

Site supervisors should attend all required training sessions conducted by the MOHW for eligibility to work at the sites.

Pre-registration duties

- Report to the centre manager by 8:00 a.m. on the day of the assignment, completing the necessary documents to indicate readiness and availability for work
- Account for all staff under your supervision
- Ensure all registers are signed
- Ensure all staff are in appropriate personal protective equipment (PPE) and the station is sanitized

Post-Registration duties

- Monitor and keep track of all activity at your station
- Ensure all data are being captured
- Maintain a customer friendly atmosphere
- Ensure all safety and other protocols are being followed
- Supervise and coach all staff where necessary
- Report all incidents to centre manager
- Ensure reports are sent to documentation station and centre manager at the end of each day

Registration Clerks

These persons should attend all required training sessions for work at the Sites

Duties

- Report the station supervisor by 8:00a.m. on the day of the assignment, completing the necessary documents to indicate that they are ready and available for work
- Verify appointment and ID (if no appointment, then direct to special appointment desk for walk-ins)

- Ensure the temperatures are checked and all patients are sanitized
- Write the client's demographic data along with other necessary information on the vaccination card and enter it the tablet (system)
- Obtain the following information from the person to be vaccinated:
 - Full name
 - Date of Birth
 - o Age
 - Address
 - Telephone number
 - Co-Morbidity
 - o Allergies
 - Name of Next of Kin (NOK)
 - Telephone number of NOK
 - o TRN
 - o ID
 - Previous Covid infection
 - Any form of Allergy (be it food or medication)
- Write legibly in ink especially ensuring the contact information is clear
- Issue the card to the person to be vaccinated, stressing the importance of keeping the card safe and bringing it to the next vaccination visit
 - Direct the person to be vaccinated to the waiting area
 - At the end of the day: tidy up and prep for the next day

After registration, persons are directed to the waiting area where the patient educator provides information and answers questions.

• Ensure station is sanitized before and after each client is processed

Health Educator

The health educators are responsible for advising the clients about the vaccines they will be receiving and allaying fears they may have. The talk should include but is not limited to:

- name of the vaccine
- number of doses
- side effects

- how to mitigate adverse events
- how to report adverse events
- staying healthy after being vaccinated

The Vaccinators

The vaccinator should be a doctor, public health nurse, registered nurse or registered midwife. At the start of each day the officer should use the MOHWs vaccine item checklist to ensure all needed items are present and in adequate quantities for the number of persons to be vaccinated.

Duties – Before vaccinating

- Record the lot number of the vaccine at the beginning of the day
- Check the vaccine name, the expiry date, the appearance of the vaccine (colour, clarity)
- Prepare the work area with the equipment and supplies: table and chair, the cold box with vaccines, vaccine and injection supplies, etc.
- Check that all supplies are present: gloves, kidney dish, tooth forceps, trash bags and sharps container
- Check the cold chain on a regular basis: cold box and vaccine carrier temperature
- Gloves are optional (not recommended); if worn change them regularly and wash hands with each change of gloves

Vaccinating

- Confirm the identity of the client, check they are satisfied to proceed with vaccination. Address any additional questions or refer back to the registered health care professional as appropriate
- Ensure that the client is comfortable, offer a seat if necessary, encourage them to relax their arm and make sure they are in the most appropriate position to receive the vaccine
- Clean the injection site with a cotton swab and clean water
- Inject the vaccine in accordance with safe practices and aseptic technique
- Immediately observe client's reaction and direct them to the vaccination observation post

Post vaccination

• Once the vaccination is delivered, dispose clinical and non-clinical waste in bins provided at the station and ensure surfaces are wiped down

- Ensure proper disposal of clinical waste and change of PPE as per local and national guidelines
- Discard vaccine vial if opened for six or more hours
- Discard the used syringe directly into the sharps box located close by, out of the flow of people traffic. Never re-cap the needle
- Place the used vaccine into separate containers with lids

At the end of the day

- Secure for disposal of unused open vaccine vials. NEVER USE THE NEXT DAY
- Count the number of vaccine and diluent vials, check the VVMs and count the remaining supplies; then enter them on the tally sheet / tablet

The observer

The observer must be a doctor or registered nurse that is BLS certified. They should attend all required training sessions for work at the Sites

Pre-registration

- Report to the station supervisor by 8:00a.m.on the day of the assignment, completing the necessary documents to indicate that they are ready and available for work
- Ensure station is sanitized
- Set up work station for the day
- Conduct question and answer with patient to ascertain what side effect they have if any
- Documents all feedback from patients
- Observe and document any signs of side effects seen
- Document patient demographics and vaccine batch number
- Report all incidents to station supervisor immediately
- Ensure all reports are collated based on the registrations processed for the day

OPERATIONS

Vaccine administration has five operational stages and includes:

- booking and scheduling appointments including data collection and entry into the MOHW data system
- 2. vaccine procurement

- 3. registration and screening
- 4. vaccination and observation
- 5. reporting to MOHW

VACCINE PROCESS

The preferred layout of the site is for the activities highlighted in figure 2 to be done consecutively so the clients once seated do not need to move until they have completed the vaccination process and are leaving the facility. Another option is to have the registration done on the outside if space allows.

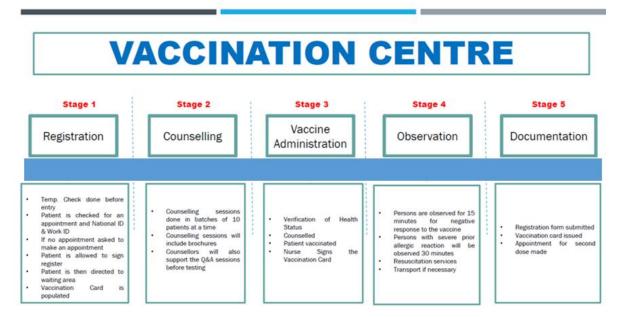


Figure 2: Vaccination Stages

VACCINE PROCUREMENT

Vaccines are managed by MOHW through the Parish Health Department. The Centre Manager liaise with the Medical Officer of Health (MO(H)) and together the daily quota is determined. Unused vaccines and empty vials are returned each evening to the Health Department. Vaccines must be kept in proper storage equipment, igloo with thermometers. At least one (1) portable vaccine fridge / cold box is needed for the transport of vaccines from the central point to the site and back. The Centre Manager tracks daily distribution, monitoring the appointment system, estimated walk-ins and vaccines given.

ARRIVAL AT CENTRE

Persons are greeted sanitization is performed and verification is done (the person's name, appointment time and Government ID / letter from a Justice of the Peace are reviewed). The client's temperature is and if normal persons are directed to the waiting area and given the MOHW form to fill out whether first dose or second dose.

The site supervisor roves the entire area and ensures order is maintained and liaises with persons in the vaccine area to coordinate the number to be vaccinated so as to minimize wastage.

REGISTRATION

MOHW has established a vaccine database and tracking system. There are specific tablets for the activity and persons are given specific credentials and training for the purpose. Each registration takes 3-5 minutes, provided there are no system glitches and the number of persons needed is determined by the number of appointments and time taken. At the registration table, persons present the filled-out form and ID.

The registration area must have adequate physical distance between the seats (using floor markers) and each chair sanitized after use. There should be adequate signage to show directional flow of clients through the area.

VACCINE ROOM

Each site must have a designated vaccine area divided into sections, with a refrigerator to store ice packs. One section to keep the igloos containing the vaccines separate from the vaccinating area and with minimal personnel flow.

This area is also used for drawing up the vaccines. Only enough vaccine for immediate use is to be drawn up. All vaccines are immediately placed in appropriate igloos with ice packs and the temperature is checked every four hours and recorded.

NB Vaccines from different vials are not to be combined and all empty vials should are given to the centre manager for tracking and returned to the parish health department at the end of the day.

VACCINE ADMINISTRATION

A second area is designated for giving vaccines. Each site will determine if vaccines are to be given individually that is, individual cubicles (chair with screen) or in groups (diagram attached). The number of vaccinators will be determined by the number of persons to be vaccinated. One vaccinator can do approximately 26 persons in 1 hour if doing batches and one person every three minutes if individually. Within this area:

- infection control measures should be maintained
- each brand of vaccine should be in well labelled and separate igloos
- each vaccine brand may be administered in a different area or at a different time
- each vaccine is in an individual syringe which is discarded in the sharp box after use
- if vaccines are to be given in batches one area with a screen should be available in case a person needs to remove their clothes
- chairs should be sanitized after each individual
- persons should be advised to press cotton on the injection site and not to rub the area
- after receiving the vaccine persons are observed for 15 minutes, 30 if there is a history of severe allergic reaction to medications or food
- there are vaccinator assistants. These persons should:
 - \circ collect the partially completed immunization card to give the vaccinator
 - o complete immunization card by adding date after vaccination given
 - update the immunization register
 - \circ put the date for the next visit (8-12 weeks after) on the immunization card
 - o direct persons to the observer / observation area
 - Tidy and clean the site and package the waste for transport

OBSERVATION POST-VACCINATION

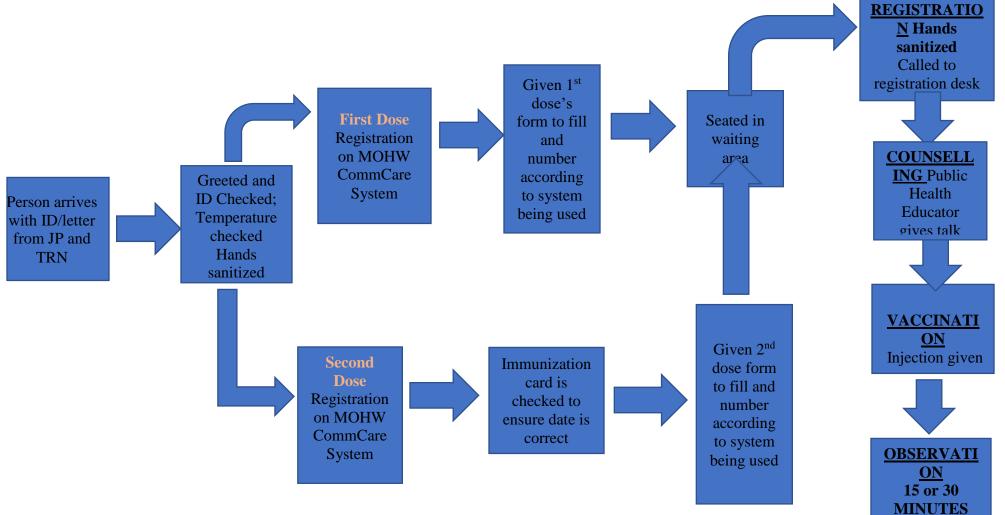
A doctor or registered nurse will observe clients for signs of adverse reaction and institute treatment as indicated. Each person is to be monitored for 15 minutes for adverse or allergic reactions.

The area designated for monitoring must have an emergency trolley with appropriate medication and a cardiopulmonary resuscitation (CPR) kit. All adverse reactions are to be documented on the ESAVI form and submitted to the centre manager. Persons are given follow-up appointments if appropriate and the immunization card is returned to the individual.

REPORTING

The MOHW requires daily reporting of all vaccines administered, ESAVIs observed and wastage of vaccines. All documentation should be placed on the tablets in real time; if not it must be inputted before the centre is closed for the day. Additionally, the site supervisor should assign individuals to collect sheets during the day and input them into the data collection spreadsheet, which is submitted at the end of each day.

FLOW CHART- VACCINATION PROCESS





APPENDIX B

COVID-19 VACCINATION SITE CHECKLIST



MINISTRY OF HEALTH AND WELLNESS 10-16 GRENADA WAY, KINGSTON 5, JAMAICA FAMILY HEALTH UNIT

COVID 19 VACCINATION SITE CHECKLIST

Name of facility:

Address of facility:

Person in Charge:

Facility Type: Fixed Hospital () Fixed Health Centre () Mobile ()

Date:

Parish:

Vaccination Sites	Yes	No	Not Applicable	Comments
Is this facility a designated COVID 19 Vaccination site?				
Is the site so designed to provide adequate protection from the elements?				
Is the site adequately ventilated?				
Is the site of adequate size to accommodate: Screening/Triage, Information Area?				
Is the site of adequate size to accommodate:				

Vaccination Sites	Yes	No	Not	Comments
			Applicable	
a registration area and has				
a desk and at least 2				
chairs?				
Is the site of adequate size				
to accommodate the				
vaccination area?				
Is the site of adequate size				
to accommodate the				
observation area				
while maintaining the				
protocol of physical				
distancing?				
Are signs visible at all the				
areas (registration,				
vaccination, observation				
etc)?				
Are the chairs in the				
observation area spaced				
6ft apart?				
Is there a recliner, cot,				
stretcher in the				
observation area?				
Is the facility adequately				
staffed? (Please state				
number of persons)				
Are there directional				
signs in place to				
inform/guide patients?				
Is there accessibility to				
adequate sanitary				
facilities?				
Is there an adequate supply of potable				
running water?				
Are there adequate				
numbers of properly				
equipped hand hygiene				
stations in place?				
Is there adequate				
personnel in place to				
conduct cleaning and				
disinfection of work				
areas?				
Is there adequate				
15 mere acequate	I		1	· · · · · · · · · · · · · · · · · · ·

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Vaccination Sites	Yes	No	Not	Comments
vaccination sites	103	110	Applicable	comments
cleaning and disinfecting			rippircable	
chemicals and related				
supplies available at the				
site?				
COLD CHAIN				
MANAGEMENT				
MANAGEMENT				
Are there adequate				
facilities in place for the				
centralized storage of				
vaccine?				
Are there systems in				
place to transport				
vaccine to and from				
vaccination sites at the				
correct temperature?				
Are there systems in				
place to store vaccines				
at the vaccination site at				
the correct				
temperature?				
MANAGEMENT OF				
ANAPHYLAXIS/ESAVI				
Is the Vaccination area				
equipped with the basic				
drugs to manage				
anaphylaxis or severe				
allergic reactions?				
Is the observation area				
equipped with an				
emergency resuscitation				
kit?				
Is there a portable screen				
in the observation area?				
Is the observation area				
equipped with portable				
oxygen?				
Is there at least one				
competent officer who				
can perform CPR if				
required?				
Is the observation area				
adequately staffed?				
Is there an ambulance				

MOHW, FHU 2021

Vaccination Sites	Yes	No	Not	Comments
vaccination sites	162	140	Applicable	Comments
on site or on call?			Аррисане	
Does the A&E				
Department in the				
parish have a copy of the				
daily vaccination				
schedule.?				
SANITATION				
Is there adequate supply				
of PPE (masks, gowns,				
gloves)?				
Are suitable areas				
identified for the				
donning and doffing of				
PPE?				
WASTE				
MANAGEMENT				
Is there an inventory				
system in place to				
manage the availability				
of infectious waste				
storage containers?				
Are there adequate				
infectious waste storage				
containers in place?				
Are there systems in				
place to store				
sharps/infectious waste				
at the vaccination site?				
Are there adequate				
containers for waste				
segregation?				
Are there systems in				
place to satisfactorily				
dispose of sharps/				
infectious waste?				
Are there systems in				
place to transport waste				
to the disposal site?				
Are adequate staff				
identified to manage				
waste?				
Does this site have a				
waste manager?				

MOHW, FHU 2021



MINISTRY OF HEALTH AND WELLNESS 10-16 GRENADA WAY, KINGSTON 5, JAMAICA FAMILY HEALTH UNIT

COVID 19 VACCINATION ITEMS CHECKLIST

This checklist is to be completed prior to leaving base for each vaccination site

#	ITEM	YES	NO	COMMENTS
1.	Line Listing of persons to be vaccinated			
2.	Vaccination Cards			
3.	Adult Tracking Register			
4.	Tablet			
5.	Igloo with ice packs and thermometer			
6.	Vaccines			
7.	Syringes 1 cc/ Syringes 5 cc			
8.	23/25G needles			
9.	Cotton Swabs			
10.	Alcohol			
11.	Bleach			
12.	First Aid Kit			
13.	BP Machine			
14.	Stethoscope			
15.	Infrared thermometer			
16.	Liquid soap			
17.	Paper towel and toilet paper			
18.	Hand sanitizers			
19.	Red bags			
20.	Black bags			
21.	Waste bins			
22.	Sharps Boxes			
23.	Gloves			
24.	Face shield			
25.	N95 respirator			
26.	Surgical mask			
27.	Goggles			
28.	Disposable Gowns			
29.	ESAVI/AEFI Form			
30.	Waste Disposal Form			

APPENDIX D

Reporting Form For Events Supposedly Attributed To Vaccination Or Immunization

(ESAVI)

HEALTH & ESAVI reporting ID number: WELLNESS MINISTRY OF HEALTH AND WELLNESS REPORTING FORM FOR EVENTS SUPPOSEDLY ATTRIBUTED TO VACCINATION OR IMMUNIZATION (ESAVI)

					-								
*Patient Name:					*Reporter's Name:								
*Patient's full Addr			tution:										
						Post & Department: Address:							
Telephone:						ess:							
Sex: 🗆 M 🛛 F	Curren	tly pregnant;	□ Yes	□ No	Telep	phone & E-	-mail:						
				_	Date	patient notif	fied event to hea	ilth system (DDA	MM/TYYY): _				
*Date of birth (DD/. OR Age at onset:													
OK Age di onsei:	10075	_Months					Today	's date (DD/M	<i>M/YYYY)</i> : _				
Health Facility (pla	ce or vaccinati	ion centre) nai	ne & add	ress:	•								
		Vaccine						Diluent (ij	e applicable)				
*Name of vaccine	fvaccine *Date of vaccination vaccination (* 24. number)					Expiry date	Name of diluent	*Baich /Lot number	Expiry date	Date and time of reconstitution			
					-								
*Adverse event(s):	1	1			Dete	FEAUT-4	arted (DD 24	M/WWW.					
*Adverse event(s): □ Local reaction □ > 3 days □ beyond nearest joint □ pain □ redness □ swelling □ seizures □ swelling □ bebrile □ afebrile □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) and Treatment (if any): □ bescribe ESAVI (Signs & Symptoms) □ bescribe ESAVI (Signs & Symptoms) □ bescribe ESAVI (Signs & Symptoms) □ bescribe ESAVI (Signs & Symptoms)													
Parish level to comp Investigation needed		No Té	Vac data	investigatio	n nlan	ned /DD/l	0//77770						
-	Investigation needed: Yes No If Yes, date investigation planned (DD/MM/YYYY):												
National level to con	Name and Signature National level to complete												
Date report received	at National lev	el (<i>DD/MM/YY</i>	YY):			ES.	AVI worldwid	de unique ID :					
Comments:													
* Compulsory field													



MINISTRY OF HEALTH AND WELLNESS 10-16 GRENADA WAY, KINGSTON 5, JAMAICA FAMILY HEALTH UNIT

COVID 19 VACCINATION WASTE MANAGEMENT FORM

Facility Type:	National	Regional	Distri	ct 🗌 Serv	vice Point	7				
Region:	Dist	rict:	Facility	:	L					
Date of the visi	it:									
Monitors name	e:		Monito	rs phone num	ber:					
Location: Date of Incident: Nature of Loss				Central St Health Ce Other (spe	ntre Storage	Parish S Hospita	Storage Il Storage			
Temperature Heat Freezing		Physical Dan In Storage In Transit	nage (breakage)		Missing Ir Expiration					
Description No.	Vaccine	Doses/ Vial	Quantity (Doses)	Quantity (Vials)	Ba #	Exp. Date	Manufacturer			
1										
2										
3										
4										
5										
Remarks										
Recommendations	for Corrective A	Actions and Dis	posal							
Prepared by:	Name		Title		Date	Signatu				
Approved by:					Date	Date Signature				

Section 3 Letter of Quotation

Date:

Ref No.:

To: [insert name of procuring entity]

- We, the undersigned, declare that:
- (a) We have examined and have no reservations to the Invitation, including Addenda issued in accordance with Instructions to Service Providers (**ITB**);
- (b) We offer to supply, in conformity with the Invitation for Quotations, the following goods and related services: _____;
- (c) The total price of our quotation, excluding any discounts offered in item (d) below, but including all applicable taxes is:

[amount of Jamaican Dollars in words], [amount in figures],;

- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our quotation shall be valid for a period of ______days from the date fixed for the quotation submission deadline in accordance with the Invitation for Quotations and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any subcontractors or Service Providers for any part of the contract, do not have any conflict of interest in accordance with **ITB** 1;
- (g) Our firm, its affiliates or subsidiaries (including any subcontractors or Service Providers for any part of the contract), are not been declared ineligible procuring entity in accordance with ITB 2;
- (h) We hereby agree that in competing for (and, if the award is made to us, in executing) the contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Jamaica;
- (i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the quotation process or execution of the contract:

Name of Recipient Address Reason Amount

[If none has been paid or is to be paid, indicate "none."]

- (j) We understand that this quotation, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest responsive quotation or any other quotation that you may receive. We understand that the procuring entity may cancel a procurement at any time prior to the acceptance of the successful quotation or after the successful quotation is accepted if

	(i) the Service Providers presenting the quotation is disqualified under the Act or the
	regulations of the Public Procurement Act, 2015;
	(ii) the procurement is cancelled;
	(iii) the Service Providers presenting the successful quotation is excluded on the grounds
	of corruption, unfair competition and a conflict of interest; or
	(iv) the procurement, the quotation or the Service Providers contravenes or is otherwise not
	compliant with the provisions of the Public Procurement Act, 2015.
Name _	In the capacity of
Signed _	
Duly authoriz	ed to sign the quotation for and on behalf of
Dated on	day of

Section 4 Form of Contract Agreement

FRAMEWORK AGREEMENT

COVID-19 VACCINE ADMINISTRATION SERVICES

between

MINISTRY OF HEALTH AND WELLNESS

and

[Name of the Service Provider]

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made the

day of

, 2021.

BETWEEN

(1) Government of Jamaica/Ministry of Health & Wellness having its principal place of business at 10-16 Grenada Way, Kingston 5, St. Andrew (hereinafter called "the Procuring Entity"), and

(2) [insert name of Service Provider], a corporation incorporated under the laws of Jamaica and having its principal place of business at (hereinafter called "the Service Provider").

WHEREAS the Procuring Entity invited bids to establish a framework for certain medical services, that is, COVID-19 Vaccine Administration Services and has accepted a proposal by the Service Provider for the supply of those consulting services in the sum of [*insert Framework Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called "the Framework Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the framework agreement between the Procuring Entity and the Service Provider, and each shall be read and construed as an integral part as any resultant Calldown Contract:
 - (a) This Framework Agreement
 - (b) The Calldown Contract Agreement template
 - (c) Special Conditions of Contract
 - (d) General Conditions of Contract
 - (e) Appendices:

Appendix A: Technical Specifications and annexes

Appendix B: Priced Activity Schedule

Appendix C: Key Personnel and Subcontractors Appendix D – Service Provider's Locations

- 3. This framework agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 4. A Calldown Contract Agreement may be awarded at any time until the end of this agreement which shall be *three (3)* months from the Effective date.
- 5. The Service Provider will provide an update of any information provided as part of its proposal in respect of the original qualification criteria.

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

FOR AND ON BEHALF OF THE PROCURING ENTITY

Signed:Dunstan Bryaninin the capacity of Permanent SecretaryName and Title

in the presence of:

FOR AND ON BEHALF OF THE SERVICE PROVIDER

Authorised Representative Name and Title:

in the presence of:

Name and Title :

CALLDOWN CONTRACT FOR SERVICE PROVIDER'S SERVICES Lump-Sum

COVID-19 VACCINE ADMINISTRATION SERVICES

between

MINISTRY OF HEALTH AND WELLNESS

and

[Name of the Service Provider]

Form of Calldown Contract – Lump-Sum

This CALLDOWN CONTRACT (hereinafter called the "contract") is made the

day of the month of, 2021, between, on the one hand, Government ofJamaica/Ministry of Health & Wellness having its principal place of business at 10-16 GrenadaWay, Kingston 5, St. Andrew (hereinafter called "the Procuring Entity") and, on the other hand,[name of Service Provider] of [] (hereinafter calledthe "Service Provider").

WHEREAS

- a) the Procuring Entity has requested the Service Provider to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "services");
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract at a contract ceiling of......;
- c) The Procuring Entity has committed funds toward the cost of the project and intends to apply a portion of the funds to eligible payments under the contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) the Service Provider's bid
 - b) the Special Conditions of Contract;
 - c) the General Conditions of Contract; and
 - d) The following Appendices:

Appendix A: Technical Specifications and annexes

Appendix B: Priced Activity Schedule

Appendix C: Key Personnel and Subcontractors

Appendix D – Service Provider's Locations

- 2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out the services in accordance with the provisions of the Contract; and
 - b) the Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE PROCURING ENTITY

Signed:Dunstan Bryaninin the capacity of Permanent SecretaryName and Title

FOR AND ON BEHALF OF THE SERVICE PROVIDER

 	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Authorised Representative

Name and Title:

in the presence of:

Name and Title :

in the presence of:

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 **Definitions**

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

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in the SCC.
- b) "Act" is the Public Procurement Act, 2015
- c) "Activity Schedule" is the priced and completed list of items of services to be performed by the Service Provider forming part of his bid;
- d) "MOF" means the Ministry of Finance, the Government of Jamaica;
- e) "Completion Date" means the date of completion of the services by the Service Provider as certified by the Procuring Entity
- f) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- g) "Contract Price" means the price to be paid for the performance of the services, in accordance with Clause 6;
- h) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- i) "Electronic communications" means the transfer of information using electronic or similar media and the recording of information using electronic media
- j) "Procuring Entity" means the party who employs the Service Provider
- K) "Foreign Currency" means any currency other than the currency of the country of the Procuring Entity;
- 1) "GCC" means these General Conditions of Contract;
- m) "Government" means the Government of the Jamaica or "GoJ";

- n) "in writing" means a communication in hand or machine written type and includes messages by facsimile, e-mail and other electronic forms of communications with proof of receipt.
- o) "Local Currency" means the currency Jamaican Dollars;
- member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- q) "Party" means the Procuring Entity or the Service Provider, as the case may be, and "Parties" means both of them;
- r) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the services or any part thereof;
- s) "Procurement Review Board" or "Review Board" means the body established in accordance with Section 50 of the Act.
- t) "Service Provider" is a person or corporate body whose bid to provide the services has been accepted by the Procuring Entity;
- u) "Service Provider's bid" means the completed bidding document submitted by the Service Provider to the Procuring Entity
- v) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- w) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Procuring Entity
- x) "services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's bid.
- y) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Jamaica.

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

1.5 Location

The services shall be performed at such locations as are specified in **Appendix D**, in the specifications and, where the location of a particular task is not so specified, at such locations as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials specified in the SCC.

1.7 Inspection and Audit by the GoJ

The Service Provider shall permit the Government of Jamaica to inspect its accounts and records relating to the performance of the services and to have them audited by auditors appointed by them, if so required.

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, CALL-DOWN, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

2.2 Commencement of Services

2.2.1 Starting Date

The Service Provider shall start carrying out the services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.7, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Procuring Entity has been obtained.

2.4.1 Value Engineering

- i. The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
 - a. the proposed change(s), and a description of the difference to the existing contract requirements;
 - a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c. a description of any effect(s) of the change on performance/functionality.

- ii. The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
 - a. accelerates the delivery period; or
 - b. reduces the Contract Price or the life cycle costs to the Procuring Entity; or
 - c. improves the quality, efficiency, safety or sustainability of the services; or
 - d. yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.
- iii. If the value engineering proposal is approved by the Procuring Entity and results in:
 - a. a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
 - an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Call-Down Procedures

- 2.5.1 The authorized representatives, as approved by the Procuring Entity, may request the services from the Service Provider in accordance with this call-down procedure.
- 2.5.2 On each occasion that the Procuring Entity wishes to Call-down specific Services under this Agreement a Request for Services Form as agreed with the Service Provider including systems of ordering which may involve facsimile, electronic mail or other on-line solutions, shall be issued to the Service Provider.
- 2.5.3. The Request for Services Form constitutes an offer by the Procuring Entity to purchase the Services subject to these Terms and Conditions.
- 2.5.4. Each Request for Services shall be subject to written acceptance by the Service Provider. No Specific Contract shall come into being until the Service Provider has given such written acceptance to the Procuring Entity or if earlier has commenced performance of the applicable Request for Services.
- 2.5.5. Any proposed variation to a Request for Services or any part thereof shall only be valid if it has been agreed by the Procuring Entity and the Service Provider in writing.

- 2.5.6 The Procuring Entity reserves the right to cancel with immediate effect the Services or any discrete part of the Services contained within a Request for Services at any time upon serving written notice to the Service Provider.
- 2.5.7 Where there is a discrepancy between the Terms and Conditions contained in this Agreement and the Request for Services, the former shall prevail.

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.6.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6.3 Extension of Time

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

2.6.4 Payments

During the period of their inability to perform the services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the Service after the end of such period.

2.7 Termination

2.7.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.7.1:

- a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than sixty (60) days; or
- d) if the Service Provider, under the laws of Jamaica has engaged in fraud and corruption, as defined in GCC Clause 3.10, in competing for or in executing the Contract; or
- e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.7.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.7.2:

- a) if the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than sixty (60) days.

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.7.1 or 2.7.2, the Procuring Entity shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

2.8 Non-exclusivity

The parties acknowledge that in entering this Framework Agreement, no form of exclusivity has been granted by the Procuring Entity to the Service Provider for the provision of the services.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General

- a) The Service Provider shall perform the services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.
- b) The Services shall be provided in accordance with generally accepted clinical, biomedical and legal standards, consistent with medico-legal ethics governing the Service Provider.
- c) The Service Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided under this Contract.
- d) The Service Provider shall be responsible for the quality of services performed under this Contract.
- e) The Service Provider shall ensure that it has appropriate arrangements for infection control and decontamination.

- f) The Service Provider shall store, use and maintain all equipment necessary to provide the Services strictly in accordance with the manufacturer's instructions and with good practice in relation to infection control.
- g) The Service Provider warrants that any of the Service Provider's consumables or equipment utilized by the Service Provider are in safe and proper working order and suitable for the purpose, and all equipment is adequately and appropriately insured.
- h) The Service Provider shall have sufficient appropriately registered, qualified and experienced laboratory, medical, and other clinical and non-clinical personnel to ensure that the Services are provided in all respects and at all times in accordance with this Contract.
- i) The Service Provider's personnel shall:
 - i. if applicable, be registered with the appropriate professional regulatory body;
 - ii. possess the appropriate qualifications, experience, skills and competencies to perform the duties required of them and be appropriately supervised managerially and professionally; and
- iii. be covered by adequate indemnity insurance for the provision of the Services.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 **Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

 (a) during the term of this Contract, any business or professional activities in Jamaica which would conflict with the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

- a) The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.
- b) All vaccination records shall be maintained as confidential in accordance with medical ethics and the law. The Service Provider shall counsel its personnel, and subcontractors on their obligation to ensure that such information remains confidential.
- c) The provisions of this Clause 3.3 shall survive completion or termination, for whatever reason, of this Contract.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the services,

- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"), and
- (c) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.8 Fraud and Corruption

- 3.8.1 The Government of Jamaica requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 3.8.2 For the purposes of this provision, offences of fraud and corruption are defined in Part VII of the Act and any other Act relating to corrupt activities in Jamaica.
- 3.8.3 A person who commits an offence under the Act or any other Act relating to corrupt activities in Jamaica shall
 - (a) be liable for conviction under the provisions of the Act or any other Act relating to corrupt activities in Jamaica;
 - (b) have their bid rejected if it is determined that the bid or bidder is not in compliance with the provisions of the Act, the regulations or any other Act relating to corrupt activities in Jamaica

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

4. SERVICE PROVIDER'S PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PROCURING ENTITY

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by

agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the services and Facilities, if any, outlined under Appendix A.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Lump-Sum Remuneration

- a) The Service Provider's remuneration shall not exceed the Contract Ceiling amount and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract ceiling amount may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- b) The Procuring Entity shall pay to the Service Provider remuneration that shall be determined on the basis of quantity of services actually performed after the date of commencement of services or such other date as the Parties shall agree in writing
- c) All payments shall be at the rates set forth in Appendix B- Priced Activity Schedule.

6.2 Ceiling Amount

- a) Payments under this contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.
- b) For any payments in excess of the ceilings specified in GCC 6.2, an amendment to the contract shall be signed by the Parties referring to the provision of this contract that evokes such amendment.

6.3 Payment for Additional Services, and Performance Incentive Compensation

i. For the purpose of determining the remuneration due for additional services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Priced Activity Schedule.

ii. If the SCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

 $Pc = Ac + Bc \ Lmc/Loc + Cc \ Imc/Ioc$

Where:

Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

Ac, Bc and Cc are coefficients specified in the SCC, representing: Ac the nonadjustable portion; Bc the adjustable portion relative to labor costs and Cc the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor for the formula of the relevant currency. Zo is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

- 6.7.1 If applicable, the Daywork rates in the Service Provider's bid shall be used for small additional amounts of services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. QUALITY CONTROL

7.1 Identifying Defects

The principle and modalities of Inspection of the services by the Procuring Entity shall be as indicated in the SCC. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as defined in the SCC.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Liability & Indemnity

8.1 **Procuring Entity**

Without affecting its liability for breach of any of its obligations under this Agreement, the Procuring Entity will be liable to the Service Provider for, and must indemnify and keep the Service Provider indemnified against:

- (a) any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:
 - a. any loss of or damage to property (whether real or personal); and
 - b. any injury to any person, including injury resulting in death; and
 - c. any Losses of the Service Provider,

that result from or arise out of the Service Provider's use or administration of the COVID-19 Vaccines provided by the Procuring Entity and/or the Procuring Entity's negligence or breach of Agreement in connection with the performance of this Agreement, except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Service Provider, any Sub-or, their Staff or agents.

8.2 Service Provider

Without affecting its liability for breach of any of its obligations under this Contract, the Service Provider will be liable to the Procuring Entity for, and must indemnify and keep the Procuring Entity indemnified against:

- (a) any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:
 - i. any loss of or damage to property (whether real or personal); and
 - ii. any injury to any person, including injury resulting in death; and
 - iii. any Losses of the Procuring Entity,

that result from or arise out of the Service Provider's or any Sub-Contractor's negligence or breach of contract in connection with the performance of this Contract or the provision of the Services (including its use of Equipment or other materials or products, and the actions or omissions of Staff or any Sub-Contractor in the provision of the Services), except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Service Provider, its employees or agents.

9. SETTLEMENT OF DISPUTES

9.1 Dispute Settlement

Amicable Settlement

Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Procuring Entity and Service Provider by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parities may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a

Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (3) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediaton.

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

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

Dispute Settlement

In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable with in the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Service Provider shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.

Arbitration

The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

For contracts with foreign Service Providers, any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.

Number of GC Amendments of, and Supplements to, Clauses in the General Conditions of Clause Contract 1.1(a) The Adjudicator is **1.1(e)** The contract name is Framework Agreement for Diagnostic Services The procuring entity is Ministry of Health and Wellness **1.1(i)** The Service Provider is _____ 1.1(s)1.4 The addresses are: procuring entity: 10-16 Grenada Way, Kingston 5, St. Andrew Attention: Mr. Dunstan E. Bryan, Permanent Secretary Telex: 876-633-8113/8164 Email: psoffice@moh.gov.jm Service Provider: Attention: Telex: Facsimile: Notices will be deemed to be effective as follows: i. In the case of personal delivery, on delivery in person to an authorized representative. ii. In the case of notice being sent by registered mail, notice will be deemed to have been received five (5) days after the date of posting of that notice. iii. In the case of notice being sent by electronic mail or facsimile, notice will be deemed to have been received twenty-four (24) hours after the date and time of the sending of the notice to the correct electronic address or correct facsimile number. It is advised that the sender notifies the receiver, by phone, of the transmission and gets

SPECIAL CONDITIONS OF CONTRACT

Number of GC	Amendments of, and Supplements to, Clauses in the General Conditions o								
Clause	Contract								
	confirmation that the receiver has received said electronic mail or fax								
	transmission.								
1.6	The Authorized Representatives are:								
	For the procuring entity: Mr. Dunstan Bryan, Permanent Secretary								
	For the Service Provider:								
2.1	The date on which this Contract shall come into effect is as of the date of								
	signing								
2.2.2	The Starting Date for the commencement of services is within seven (7) days								
	of the Effective Date.								
2.3	The Intended Completion Date is <i>three (3) months from the Effective Date</i> .								
2.4.1	Not applicable								
3.2.2	Activities prohibited after termination of this Contract are as specified in the								
	General Conditions of Contract and the Technical Specifications.								
3.4	The Service Provider shall have in place one or more insurance policies:								
	a. to cover the liabilities that may arise from the Service Provider, its								
	employees or agents performing the Services including but not limited to								
	professional liability insurance, employer's liability and workers'								
	compensation insurance, and clinical negligence where the provisions or								
	non-provisions of any part of the Services (or any other services under								
	this Agreement) may result in a clinical negligence claim; or								
	b. as may be required by the Client from time-to-time,								
	The insurance policies shall remain in force during the period this Agreement								
	is in force.								
3.5(c)	The other actions are as may be specified in the Technical Specifications.								
3.7	Restrictions on the use of documents prepared by the Service Provider are:								

Number of GC	Amendments of, and Supplements to, Clauses in the General Conditions of									
Clause	Contract									
	The Service Provider must maintain the confidentiality of all patient records									
	and shall not release same to any third party without the expressed written									
	consent of the Patient and the Procuring Entity.									
5.1	The assistance and exemptions provided to the Service Provider are: NONE									
6.2(a)	The contract ceiling amount in local currency is:									
6.3.2	The performance incentive paid to the Service Provider shall be:									
	NONE									
6.4	Payments shall be made according to the following schedule:									
	1) The Service Provider will invoice the Procuring entity on a thirty (30)									
	day cycle.									
	2) The Service Provider shall submit, in duplicate, itemized invoices for									
	Services completed and provided to during that cycle.									
	3) The invoices shall indicate:									
	a) Itemized services provided									
	b) The date each service was requested and the date same was provided									
	c) Rate per dose for the Services provided in accordance with the									
	Priced Activity Schedule,									
	4) The Service Provider shall submit the Request for Services Form									
	issued by a Designated Official or other appropriate supporting									
	documents as a condition of payment.									
	5) The Service Provider shall maintain vaccination records and other									
	documents that may be required by the Service Provider as evidence									
	of the Services provided. The Procuring Entity may delay payments to									

Number of GC	Amendments of, and Supplements to, Clauses in the General Conditions of
Clause	Contract
	the Service Provider if such documentation are not maintained and provided on request in order to validate invoices.
	 6) Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Service Provider, the Procuring Entity may add or subtract the difference from any subsequent
	payments.
6.5	Payment shall be made <i>within thirty (30)</i> days of receipt of the invoice and the relevant documents specified in paragraph 4, and within <i>thirty (30)</i> days in the case of the final payment.
6.6.1	The interest rate is0.5% PER MONTH There shall be no price adjustments
7.1	The principle and modalities of inspection of the services by the procuring entity are as may be specified in the Technical Specifications. The Defects Liability Period is: not applicable

APPENDIX A TECHNICAL SPECIFICATIONS

Please see section 2A Technical Specifications of the Schedule of Requirements

APPENDIX B PRICED ACTIVITY SCHEDULE

APPENDIX C KEY PERSONNEL AND SUBCONTRACTORS

APPENDIX D SERVICE PROVIDER'S LOCATIONS