



ADDENDUM No.1

Procuring Entity: **Airports Authority of Jamaica**
Project Name: **Procurement of Consulting Services: Transaction Advisor for Review of Economic Recovery and Long Term Sustainability Proposals Submitted by Concessionaires of Norman Manley International Airport and Sangster International Airport**
Project No.: **AAJ/TA/2021**
Date of Issue: **2022 January 14**

This Addendum modifies the Bidding Documents by additions, deletions, clarifications, corrections, or other types of modifications. Addendum No.1 is to be considered part of the Bidding Document through its issuance by the Procuring Entity. Upon receipt of this Addendum, the Bidder shall review the identified additions, deletions, clarifications, corrections, or other types of modifications as may be included herein and include same in their bid to be submitted on the noted date, as though such additions deletions, clarifications, corrections, or other types of modifications as may be included herein where part of the original Bidding document.

It is required that this Addendum be signed in the Acknowledgement of Receipt below, and a copy of this page returned to the Procuring Entity **by electronic mail** for the record. By returning the signed page, the Bidder states that they have reviewed the contents of Addendum No.1 and that all items listed as included in the Addendum are present.

Attach this sheet, signed as required, to the Bid.

Acknowledgement of Receipt of Addendum

Name: _____

Title: _____

Date: _____



This addendum consists of six (6) pages and includes the following:

The Cover & Content Pages:	Pages 1-2
Amendments:	Pages 3-5
Data Sheet ITC 18.6, 18.8, 20.1 & 21.2	
Special Conditions of Contract: SCC 20.1, 22.1 & 23.1	
Clarifications:	Page 6



AMENDMENTS:

SECTION 2: DATA SHEET

Given the expression of uncertainty of courier/airline/ post movements - unforeseen delays due to Covid-19 Pandemic **an additional 14 days extension** to the Bid Submission Date is now issued as follows:

A. Submission, Opening and Evaluation	
ITC 18.6 and ITC 18.8	<p>The Proposals must be submitted no later than:</p> <p>Date: TUESDAY, 15 February 2022</p> <p>Time: 15:00 EST</p> <p>The Proposal submission address is:</p> <p>Airports Authority of Jamaica Norman Manley International Airport, Palisadoes, Kingston Jamaica West Indies</p>
ITC 20.1	<p>The opening shall take place at: Same as the Proposal submission address.</p> <p>Date: Same as the submission deadline indicated in ITC 18.6.</p> <p>Time: 15:15 EST</p>
ITC 21.2	Delete Sub-Clause 21.2 in its entirety.



SECTION 3. SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
SCC 20.1	<p>Delete Sub-Clause 20.1 and replace as follows:</p> <p>The Consultant shall perform the Consulting Services and carry out the Consulting Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating this Contractor to the Consulting Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the Third Parties. Notwithstanding anything to the contrary contained herein, nothing in this Contract shall be construed as imposing a fitness for purpose obligation on the Consultant.</p>
SCC 22.1	<p>Delete Sub-Clause 22.1 and replace as follows:</p> <p>Except with the prior written consent of the Procuring Entity, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Consulting Services, nor shall the Consultant and the Experts made public the recommendations formulated in the course, or as a result of, the Consulting Services, Provided always that the Parties may disclose such confidential information if required by the Applicable Law, save and except only that portion of the information which to the extent permitted by the relevant Applicable Law, is legally required to be furnished. The obligations set forth in this Clause GCC 22 shall expire seven (7) years after the termination of this Contract.</p>

SCC 23.1

The Consultant shall perform the Consultancy Services (as set out in the Terms of Reference) using the degree of skill, care and diligence to be expected from a Consultant experienced in the provision of services for projects of similar size scope and complexity as the Assignment. The Consultant shall comply with all relevant standards, the Applicable Law and good industry practice. Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract or in tort, in negligence or for breach of statutory duty, under indemnity or otherwise, in relation to any and all causes of action as aforesaid, the total liability of the Consultant in the aggregate for all claims (including (but not limited to) under any collateral warranty entered into in relation to the Consultancy Services) shall be limited to the lesser of:

(b) a sum equivalent to 1 (one) times the fee payable under this Contract; or

(c) Two Million United States Dollars (USD2,000,000.00)

Neither Party shall be liable to the other for loss of production, loss of profit (actual or anticipated, direct or indirect), loss of product, loss of use, loss of business or business interruption, loss of revenue, loss of contract or for any indirect or consequential loss or damage which may be suffered or incurred by the other Party arising out of or in connection with the Consultancy Services. Nothing in this Clause shall operate to exclude or limit the Consultant's liability for death, fraud, fraudulent misrepresentation or personal injury.



CLARIFICATIONS

1. Clarification with respect to ITC 18.5 – HARD COPY BID SUBMISSION

RESPONSE:

**ITC 18.5 was completed in Section 2: DATA SHEET page 20 (ITC 18.5) to read: Proposal will be submitted in hard copy.
Hard copy is the selected process for this procurement.**

2. Does the financial adviser need to be the team leader or can any of the three experts lead to work and the engagement with AAJ?

RESPONSE:

FINANCIAL ANALYST IS DEFINED AS THE TEAM LEADER

3. Please clarify if AAJ has already developed a shortlist of bidders resulting from an earlier Call for Expressions of Interest for this project.

RESPONSE:

There was no earlier call for Expressions of Interest. There is no Shortlist.

4. If there is a shortlist, we would be grateful to be provided with the names of the short-listed firms.

RESPONSE:

There is no shortlist

ITC Sub-Clause 15.1 was deleted and replaced as shown in the Data Sheet.

-THE END-