



# INFORMATION MEMORANDUM

## REQUEST FOR PROPOSALS

PURCHASE OF THE SAVANNAH PHASE 2 SUBDIVISION

FOR

CONSTRUCTION OF HOUSING UNITS

AT RUNAWAY BAY, ST ANN

Released: , March 10, 2021



13 Caledonia Avenue  
 Kingston 5  
 Jamaica

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**IMPORTANT NOTICE**

Housing Agency of Jamaica Limited (HAJL) reserves the right, without prior notice and in its absolute discretion, to change or terminate the Request For Proposals (RFP) procedure at any time before the signing of the contract.

Bidders are allowed to participate in this tender process only if:

- i. They have purchased the Information Memorandum Document (IMD) from the HAJL; or
- ii. downloaded same from HAJL website.

As such, documents relating to this bidding process are not to be transferred to any other firm/contractor/supplier/service provider for the preparation and/or submission of a bid.

The IMD shall not be dismantled, disaggregated and/or retyped as this may result in the rejection of a bid.

Bidders participating in the bidding process (one that was advertised) must ensure that their names are duly recorded on the Tender Receipt Form in the Procurement Unit, Second Floor of the HAJL located at 13 Caledonia Avenue, Kingston 5, on the day of the bid submission.

**Documents and appendices are to be used exclusively for this tender process and for no other purpose.**

## **1. OVERVIEW**

Housing Agency of Jamaica Limited (HAJL), is the implementing agency of the Ministry of Housing, Urban Renewal, Environment & Climate Change and is the owner of the 150 lot subdivision at The Savannah Phase 2, St. Ann. The Agency has decided to sell the subdivision in order to facilitate build-out of the scheme. HAJL therefore invites proposals from interested parties to ***Purchase and Complete Development of the Housing Project, at The Savannah Phase 2***

This document is intended to guide prospective investors concerning this opportunity and indicates the basis upon which proposals will be accepted and evaluated to conclude a selection. Details of the invitation and the requirements of prospective investors are contained in the body of this document.

## **2. REQUEST FOR PROPOSALS**

All proposals being submitted should provide a clear indication of:

- A monetary offer for the purchase of the subdivision (Appendix 1);
- Evidence of ability to finance the acquisition and completion of the housing project
- Prior experience in similar business

Interested investors are invited to submit detailed offers in accordance with the stipulated procedures, contained herein.

Proposals in response to this RFP must be submitted no later than **April 12, 2021 by or before 3:00 p.m.** Sealed and labelled proposals must be deposited in the Tender Box labelled “**Request for Proposals, Purchase of The Savannah Phase 2 Subdivision**” located at the offices of the HAJL, on the ground floor by the deadline for the submission of proposals.

**Proposals received after the deadline will not be accepted.**

### 3. BACKGROUND AND GENERAL INFORMATION

#### 3.1 THE VISTAS AT RUNAWAY BAY

The subdivision under consideration is the last remaining portion of the HAJL project at The Vistas at Runaway Bay to be developed/sold. The Vistas at Runaway is a composite of three sub-projects:

1. Phase 1 – Ocean Ridge comprising service lots sold by HAJ individually on the open market
2. Phase 2 – Sea Breeze – Comprising serviced lots sold individually
3. Phase 3 – The Savannah comprising two phases:
  - a. Phase 1 – Comprising 97 housing solutions, a mix of townhouse and detached units constructed and sold by HAJL
  - b. Phase 2 – the remaining 150 lot subdivision being offered for sale

Figure 1 The Vistas at Runaway Bay



The Vistas at Runaway Bay is one of HAJL flagship projects. Nestled on gentle slopes and surrounded by lush vegetation, the scheme allows privacy and security and boasts captivating natural beauty, including the scenic vistas of the Caribbean Sea, and is within close proximity to spectacular beaches, luxury hotels, golf courses and private villas. A good land mark is the Grand Bahia Principe Hotel Savannah to the north.

#### THE SAVANNAH

The Savannah is the third phase of The Vistas at Runaway Bay. **Associated infrastructure has been constructed for the entire Savannah:** roadways, water supply, sewerage collection and drainage installations. Potable water is supplied by the National Water Commission (NWC).

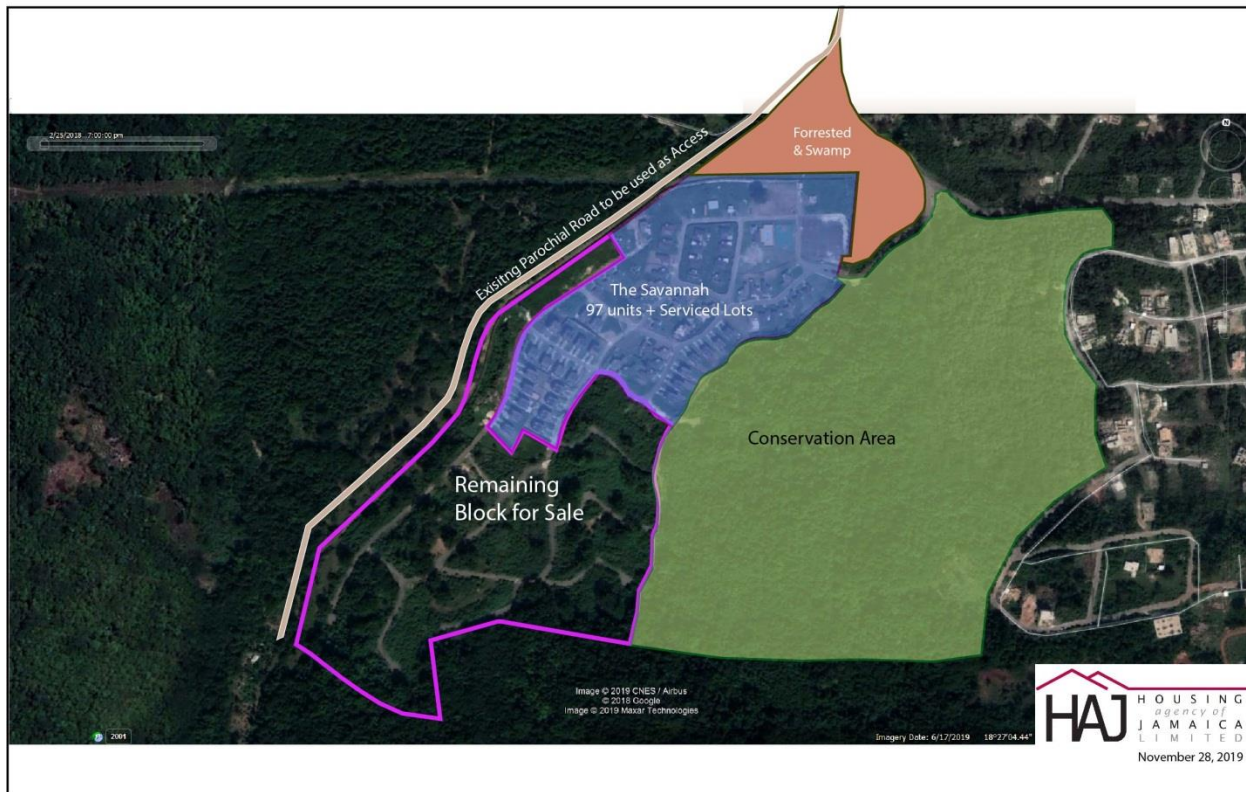


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Electrical installation has not been extended to Phase 2 of The Savannah and will be a requirement of the successful bidder to provide.

A central sewage treatment plant, located at the adjoining HAJL Belle Air project serves the entire suite of projects. The plant is currently not in operation, however, HAJL is pursuing steps to have the NWC take over the plant.

**Figure 2 - The Savannah**



**Phase 1**

Phase 1 of The Savannah is built out. It is a gated community, with shared amenities including a clubhouse with swimming pool and gym, children's play area, a football field, multi-purpose hard court and landscaped green spaces interspersed throughout.

Housing units constructed range from:

- ✓ 2 bedroom 2 bathroom townhouses – 125M<sup>2</sup>
- ✓ 2 bedroom 1 bathroom detached units - 124 M<sup>2</sup>
- ✓ 3 Bedroom 2 bathroom detached units – 137 M<sup>2</sup>
- ✓ 5 bedroom 2.5 bathroom detached units – 231.8 M<sup>2</sup>

Average lot size for the detached units - 450 M<sup>2</sup>

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**Figure 3 - Housing Units Constructed at The Savannah Phase 1**



The community is well maintained and is managed by a Homeowners Association.

## **Phase 2**

Phase 2 is a substantially completed serviced lot subdivision with related infrastructure consisting of roadways, water and sewer line installations. Electrical distribution network is not in place.

***Some amount of rehabilitative roads will have to be done by the purchaser. It is also to be noted, that outstanding common amenities, such as a jogging trail sited in Phase 1 will have to be put in place by the Purchaser. The Purchaser will also be responsible for common amenities in Phase 2, including a Club House.***

Access to Phase 2 for the purpose of construction will be via a parochial road that runs along and outside the western boundary of The Savannah.

Bidders are urged to undertake their own due diligence and assessment. **The project is being sold as is” but as a package to include completed designs for the prototype housing units contemplated by HAJL, lot grading plan, engineering reports and all technical information/documents available to the Agency.**



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It is expected that in the build out of Phase 2, the character of the community will be maintained.

### 3.2 CONCEPT

It is expected that the successful bidder builds-out The Savannah Phase 2 in a similar manner proposed by the HAJL; type, number and location of the 150 housing units as shown in Figure 4 and Table 1

Figure 4



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**Table 1**

<b>37 -Two Bedroom Detached Unit</b>  2 Bedroom, 2 Bathroom <b>Total Area - <u>1073 sq. ft. / 100 sq. m</u></b>	<b>46 - Three Bedroom Bungalow</b>  3 Bedrooms, 2 Bathrooms <b>Total Area - <u>1,429.46 sq. ft. / 133 sq. m.</u></b>
<b>38 - Townhouse (Duplex)</b>  2 Bedrooms, 2.5 Bathrooms Ground Floor – 675.16 sq. ft. / 62.72 sq. m. First Floor – 675.16 sq. ft. / 62.72 sq. m. <b>Total Area – <u>1350.32 sq. ft. / 125.44 sq. m</u></b>	<b>29 - Four Bedroom Basement Split Level)Unit</b>  4 Bedrooms, 3 Bathrooms Entry Level - 1,131 sq. ft. / 105.1 sq. m. Basement Level – 821 sq. ft. / 76.3 sq. m. <b>Total Area – <u>1952 sq. ft. / 181 sq. m.</u></b>

***A COMPLETE SET OF DRAWINGS FOR THE 4 UNIT TYPE WILL BE MADE AVAILABLE TO THE SUSCCESSFUL BIDDER.***

#### **4. GUIDING PRINCIPLES**

The HAJL therefore wishes to divest the subdivision to an investors who will:

- Complete The Savannah Phase 2 in keeping with the proposed development concept;
- Complete The Savannah Phase 2 with minimal inconvenience to the existing residents and with minimal negative impact on the ecology of the area. It must conform to the environmental and planning standards as mandated by NEPA, the St. Ann Municipal Corporation and any other regulatory authority.

#### **5. GENERAL TERMS AND CONDITIONS**

The objective of this Request for Proposals is to identify a proposal that will provide the highest offer price comparable with HAJL sale price. While price is a significant factor, other criteria will form the basis of the selection decision, as more fully described in the Evaluation Criteria section of this Request for Proposal below.

This Request for Proposal (RFP) is a part of a competitive divestment bidding process, which helps to serve the best interests of the HAJL.

##### **5.1 REQUESTS FOR CLARIFICATION**

Prospective investors may seek and receive clarification of any part of this Information Memorandum Document (IMD) at any time, by **April 6, 2021.**

**ANY INVESTOR, WHO IS IN ANY DOUBT AS TO THE EXACT MEANING OR INTERPRETATION OF ANY PART OF THE INFORMATION MEMORANDUM DOCUMENT, SHOULD IMMEDIATELY SEEK CLARIFICATION IN WRITING FROM THE PROCUREMENT UNIT, HOUSING AGENCY OF JAMAICA LIMITED, 13 CALEDONIA AVENUE, KINGSTON 5, JAMAICA.**

Clarifications must be submitted by **April 6, 2021 at 4:00 p.m.** The HAJL will respond to all enquires in writing and will send copies of the request and the clarification to all prospective investors without identifying the source of the request. All email clarifications must be sent to [procurement@hajl.gov.jm](mailto:procurement@hajl.gov.jm).

Should the HAJL deem it necessary to amend this IMD as a result of any clarification sought or received, this shall be done by issuing an addendum in writing (or by email) to all prospective investors and the addendum shall be read as one with the IMD originally issued.

The HAJL may in its sole discretion extend the deadline for the submission of bids to allow investors to take account of the amendment(s) in preparing their proposals.

**5.2 CONTACTING THE HAJL**

Enquiries, requests and all correspondences relating to this IMD are to be addressed to:

**The Manager  
Procurement Unit  
Housing Agency of Jamaica Limited  
13 Caledonia Avenue  
Kingston 5l  
Telephone: (876) 968-7522-4, Ext 254  
E-mail: [procurement@hajl.gov.jm](mailto:procurement@hajl.gov.jm)  
Subject: Sale of The Savannah Phase 2, St. Ann**

**5.3 SITE VISIT(S)**

Prospective investors are advised to visit and examine the site for themselves and to, obtain all information that may be necessary for preparing a response to this RFP. The cost of visiting the site shall be at the investor's own expense and upon the express condition that the investor, its personnel or agents, will release and fully indemnify the HAJL and its personnel or agents from and against all liability in respect of personal injury, loss or damage to property and any other loss, damage, costs and expenses however caused.

HAJL will facilitate a site visit and tour of the area on **March 17, 2021 at 11 a.m.** **Interested persons should contact Samuel Pinnock at 876-579-8185 or email: [procurement@hajl.gov.jm](mailto:procurement@hajl.gov.jm) regarding the site visit.**

#### **5.4 EXPECTED DATE TO CONTRACT**

The conclusion and execution of a contract for the The Savannah Phase 2 is subject to the approvals of the HAJL Board, Portfolio Minister and The Cabinet.

HAJL has established the following tentative completion dates for this RFP:

- a. Release of this RFP on March 10, 2021
- b. HAJL facilitated site visit on March 17, 2021
- c. Clarifying questions submitted no later than April 6, 2021 at 4:00 p.m.
- d. Proposals received by HAJL no later than April 12, 2021 at 3:00 p.m.
- e. Negotiation, if any, Review and evaluation completed by April 15, 2021
- f. Board Review and approval April 22, 2021
- g. Cabinet Approval by June 2021
- h. Sale Agreement Executed by June 2021

#### **5.5 CONFLICT OF INTEREST**

All personnel involved in the divestment process are expected to observe the GOJ Code of Conduct for Civil Servants outlined in the Staff Orders. They are expected to be free from interests or relationships that are actually or potentially detrimental to the best interests of the Government, and shall not engage or participate in any transaction involving a company, its affiliates, divisions or subsidiaries, in which they have even minor interests.

##### **5.5.1 DECLARATION**

Any employee involved in this divestment process, who has entered into, or is about to enter into a financial or other business relationship that might involve a conflict of interest, must immediately inform their supervisors in writing of the circumstances involved. This information is to be reviewed at an appropriate level and a decision taken as to whether there is a conflict of interest, and if so, what course of action should be adopted.

It is the duty of all staff and any other Public Officer or official (directly or indirectly involved in the divestment process) especially in the preparation of bidding documents, evaluation, negotiations and management, to declare any potential conflicts of interest. The requisite form attached in Appendix 10 of this IMD should be duly completed and submitted with the proposal. A conflict of interest will arise when the individual has a direct or indirect relationship with a bidder, investor or potential investor which may affect or might reasonably be deemed by others, to affect impartiality on any matter related to his/her duties. A conflict of interest exists when employees of the HAJL get involved in the divestment process:

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- a) have an outside interest that materially encroaches on time or attention that should be devoted to the affairs of the HAJL
- b) have a direct or indirect interest in, or relationship with an outsider that is inherently unethical, or who it might be implied or construed could make possible personal gain due to his/her ability to influence dealings or otherwise inhibit the impartiality of the employee's judgment;
- c) are directors/owners/shareholders in a company incorporated either locally or overseas, which is bidding on a HAJL contract (this excludes persons holding shares bought on public offer);
- d) take personal advantage of an opportunity that properly belongs to the HAJL;
- e) disclose the HAJL proprietary information to unauthorized persons.

A HAJL employee including members of the Board of Directors shall declare any relationship, at the time of responding to this proposal; with a Bidder, contractor or consultant and shall take no part in either the decision-making process or the implementation of the sale agreement where such a relationship exists. A personal relationship is defined as consanguinity or affinity. Disclosure may be made in writing (see Appendix 8) or verbally, in the context of a meeting. However, having made the disclosure, the individual shall not sit in the meeting while deliberations on the issue are being conducted.



**5.6 DISCLAIMER**

This IM is an invitation to submit proposals and no contractual obligations whatsoever shall arise from this process, unless and until an agreement is expressly concluded between the HAJL and the selected investor.

The HAJL shall not be liable to pay or reimburse any costs incurred or to make compensation for any inconvenience suffered in relation to a response to this IM. The HAJL without further qualification, reserves the right to:

- Disqualify an investor in the event that, in the sole discretion of the HAJL, their Proposal does not conform to the requirements for this submission, or the Proposal does not contain sufficient information to permit a thorough analysis;
- Verify the validity of the information supplied and to reject any Proposal where, in its estimation, the contents appear to be inaccurate or inadequate;
- Accept Proposals in whole or in part;
- In its sole discretion, cancel this Request for Proposal without award or compensation to investors, their officers, directors, employees or agents;
- Reject any or all Proposals;
- Accept the Proposal(s) which, in the sole opinion of the HAJL is (are) deemed to be the most advantageous to the HAJL; and
- Request any other information it requires to evaluate the submissions. Failure to provide the information requested may result in the proposal being disqualified.

**The investors assume responsibility for complying with all applicable laws and regulations. The investors are also responsible for obtaining all permits required by law or local authorities, though the HAJL is prepared to advise and assist in this process.**

## **INSTRUCTION TO BIDDERS**

**6. THE PROPOSAL**

**All proposals being submitted should provide a clear indication of:**

- A monetary offer for the acquisition of the property (Monetary Offer Form in Appendix 1 must be completed).
- Evidence of their ability to finance the purchase and development of the project
- Timeline for the completion of the project
- Prior experience as a developer

**6.1 PREPARATION OF THE PROPOSAL**

- a. The Proposal should be prepared in two (2) parts, labelled **Technical** (Envelope 1) and **Financial** (Envelope 2) respectively and each part should provide the following information:

**Technical** (Envelope 1) - This comprises the detailed technical proposal indicating clearly, at a minimum:

- i. **Name, Address and Contact Information** of the investor (s) responding to the proposal, in the format as at Appendix 4, 5, 6 and 7 as is applicable.
- ii. **Firm Overview** - Provide a brief description of the organisation or individual, year established, company registration, and type(s) of business conducted, Certificate of Incorporation and particulars of the directors and shareholders of the company, in the format as at Appendix 4, 5, 6 and 7 as is applicable.
- iii. **Experience** - Provide a list of relevant similar business ventures that the firm was involved with.
- iv. **Project Timeline** - Provide an estimated time to commence and period to implement the completion of the project
- v. **References** - For projects listed above, provide a contact person and information such as a telephone number, email address, etc., so they can be contacted.
- vi. **Disclosure and Certification** Form in Appendix 9 to be completed and enclosed
- vii. **Proof of Financial Capacity** to undertake the purchase and development of The Savannah Phase 2. Provide documentation (audited financial statements, credit reference, bank statement, etc.) indicating an ability to finance the proposed development.
- viii. **Proof of Tax Compliance** - **Please note that proposals that do not provide this information at the time of opening will be excluded from the bidding process. Please make every effort to have it displayed prominently in the correct envelope.**
- ix. **Guarantee Deposit.** Each proposal must be accompanied by a **Guarantee Deposit in the amount of \$1,000,000.00. The Guarantee Deposit may be in the form of a Manager's Cheque payable to the HAJL or a Bid Bond, issued by a reputable financial institution, in the Format at Appendix 3.**
- x. **Any other information** which the investor deems advantageous to their proposal.

- b. **Financial** (Envelope 2) - This should include the following:

- i. **The offer price** being proposed to the HAJL (completed Monetary offer Form in Appendix 1).
- ii. **Financial Disclosure** Form in Appendix 8 to be completed and enclosed

**NB: The exchange rate that will be applicable for bids submitted in any currency other than the Jamaican Dollar will be converted using the Bank of Jamaica weighted rate at the closing date for submission of proposals. Please do not submit Proof of Financial Capacity in Envelope 2 as it must be submitted in Envelope 1 as stated above.**

**6.2 ORAL PRESENTATION**

At the sole discretion of the HAJL, investors may be asked to present their proposals orally and/or provide clarification regarding their proposals. The time, date, and location of these presentations will be determined after the closing date of the Request for Proposals and the HAJL initial review of proposals.

**6.3 SUBMISSION OF PROPOSALS**

The investor is required to submit one (1) proposal which shall comprise the following:

- a) “Technical” section labelled (Envelope 1 - Technical); and
- b) “Financial” section labelled (Envelope 2- Financial)

The “Technical” and “Financial” sections of the Proposal are to be packaged separately in sealed envelopes which are to be marked as indicated above. Thereafter, both envelopes are to be placed in a sealed outer envelope (Envelope 3) and marked with the following text:

**The Manager**  
**Procurement Unit**  
**Housing Agency of Jamaica Limited**  
**13 Caledonia Avenue**  
**Kingston 5**  
**Subject: Purchase and Development of The Savannah Phase 2, St Ann**

Sealed and Labelled Proposals should be deposited in the Tender Box labelled “*Request for Proposals, Purchase and Development of The Savannah, Phase 2, St Ann*”, located on the ground floor of the HAJL Building, 13 Caledonia Avenue, Kingston 5, by the deadline for the submission of proposals indicated below. The HAJL will not assume responsibility for the misplacement or premature opening of the proposal for any envelope that is not sealed and marked as required.

**6.3.1 DEADLINE FOR SUBMISSION OF PROPOSALS**

All proposals must be properly submitted in accordance with the requirements of this IMD by **3:00 p.m. on April 12, 2021**. No late proposals will be accepted. Any proposal received by the HAJL after the prescribed deadline for the submission of proposals will not be accepted, and hence will be rejected.

**6.3.2 COST OF SUBMITTING PROPOSAL**

The investor shall bear all costs associated with the preparation and submission of its proposal and the HAJL will in no case be responsible or liable for those costs, regardless of the outcome of the selection process.

The cost of preparing the proposal or providing additional information is the sole responsibility of the investor (s). The HAJL will not pay any brokerage fee or other similar fees to any investors or their agents.

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**6.4 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

The investor may modify or withdraw their proposal after submission provided that written notice of the modification or withdrawal is received by the HAJL prior to the prescribed deadline for submission of proposals. The investor's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as for proposal submission.

**The HAJL reserves the right to reject, in whole or in part, any proposal for which a modification is submitted after the deadline for the submission of bids.**

**6.5 LATE PROPOSALS**

Any proposal submitted to the HAJL after the prescribed deadline for the submission of proposals will be rejected and will **NOT** be considered for evaluation.

**6.6 VALIDITY OF PROPOSALS**

Investors are required to guarantee the validity of their proposals, for a period of one hundred and eighty (180) days and any reasonable extension thereof by the HAJL.

**6.7 OPENING OF PROPOSALS**

The proposal will be opened at **3:15 p.m. on April 12, 2021.**

**6.8 EVALUATION OF PROPOSALS**

**6.8.1 SELECTION CRITERIA**

Evaluation of proposals will be done by the HAJL and will result in the selection of the proposal which most convincingly demonstrates at a minimum:

- a. Highest offer price comparable to the HAJL sale price
- b. Overall quality of the proposal and the adherence to this IMD.

Each proposal will be evaluated and scored based on the evaluation criteria in the Table:1 below by an Evaluation Committee who will make its recommendation to the Board of Directors.

**6.8.2 EVALUATION CRITERIA**

All qualified proposals received will be evaluated based on the following schedule/criteria in Table 1:

Table 2: Evaluation Criteria

#	Evaluation Criteria	Score
1	Offer Price as a Percentage of HAJL's Market Valuation of	

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#	Evaluation Criteria	Score
	<b>the Property (Sum offered to HAJ for the property)</b>	
	<b>Offer Price</b>	
	• Equal to or above HAJL's Sale Price	40
	• Greater than 90% and less than 100%	30
	• Greater than 75% and less than 90%	20
	• Less than 75%	10
<b>Maximum Score</b>		<b>40</b>
2	<b>Relative Experience Bidder in the Housing Construction Sector</b>	
	• 11 years and over	10
	• 5 to 10 years	5
	• Less than 5 years	2
		0
<b>Maximum Score</b>		<b>10</b>
3	<b>Project start date after acquisition</b>	
	• Less than or equal to 12 months	10
	• Above 12 months to 18 months	5
	• > 18 to 36 months	2
	• More than 36 months	0
<b>Maximum Score</b>		<b>10</b>
4	<b>Ability to Finance the Acquisition and development of Property</b>	
	• Audited Financial statements notarized by qualified accountant confirming sufficient liquidity to support proposal	40
	• Unaudited Financial statements notarized by qualified accountant confirming sufficient liquidity to support proposal	30
	• Letter of Intent from a reputable financial institution	
	• Bank statement or credit reference	20
	• None of the above	10
		0
<b>Maximum Score</b>		<b>40</b>
<b>Overall Maximum score</b>		<b>100</b>

## NEGOTIATIONS

The investor achieving the highest score will be invited for negotiations.

If the HAJL fails to arrive at an agreement with this investor, the next investor in the rank will be chosen for negotiations.



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**7. APPENDIX 1 - MONETARY OFFER SUBMISSION FORM**

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To: Housing Agency of Jamaica Limited  
13 Caledonia Avenue  
Kingston 5

**RE: REQUEST FOR PROPOSAL – PURCHASE AND COMPLETION OF THE SAVANNAH PHASE 2,  
RUNAWAY BAY, ST ANN**

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Dear Sirs:

Our offer to the Housing Agency of Jamaica to purchase and complete the project at The Savannah Phase 2, Runaway Bay, St. Ann is:

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We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Tax Registration Number (TRN): \_\_\_\_\_

Date: \_\_\_\_\_

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**8. APPENDIX 2 - GUARANTEE DEPOSIT**

Deposit Required: Each proposal must be accompanied by a Guarantee Deposit as outlined below:

<b>If the Bidder supplies a</b>	<b>Then it should</b>
Guarantee Deposit	<ul style="list-style-type: none"><li>• Be in the form of a Managers Cheque payable to the Housing Agency of Jamaica Limited</li><li>• Be in the amount of <b>\$1,000,000.00 Jamaican Dollars</b></li></ul>
Bid Bond in the Format at Appendix 3	Be in the amount of \$1,000,000.00 Jamaican Dollars.

**Note:** In the event the HAJL cancels the award of the agreement prior to the execution of the Sale Agreement, all Guarantee Deposits will be returned to the Bidder.

Successful Bidder's Guarantee Deposit: Unless applied to the Security Deposit required pursuant to the Sale Agreement, the HAJL will release or return the successful Bidder's Guarantee Deposit within thirty (30) days only after both parties have executed the Sale Agreement.

<b>If the successful Bidder</b>	<b>Then the Guarantee Deposit will</b>
Executes and returns the agreement	Be refunded to the Bidder, or applied to the Security Deposit of the Sale Agreement.
Fails to execute and return the agreement	Be forfeited to and retained by the HAJL as Liquidated Damages

Unsuccessful Bidder's Guarantee Deposit: Guarantee Deposits from unsuccessful Bidder will be returned within thirty (30) days of the execution of the Sale Agreement with the successful Bidder. Should the negotiations be unsuccessful the next ranked bidder will be invited for negotiation.

**REQUEST FOR PROPOSALS & INFORMATION MEMORANDUM**  
**Purchase of The Savannah Phase 2: Runaway Bay, St. Ann**

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**9. APPENDIX 3 - GUARANTEE DEPOSIT FORM (BID BOND)**

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called "the Principal"), and \_\_\_\_\_, **authorized to transact business in** \_\_\_\_\_, as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ as Obligee (hereinafter called "the Procuring Entity") in the sum of \_\_\_\_\_<sup>1</sup> \_\_\_\_\_, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_ (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of Bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

Then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Procuring Entity at any time prior to this date, a notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Principal: \_\_\_\_\_  
Corporate Seal (where appropriate)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Procuring Entity's country or the equivalent amount in a freely convertible currency.

## 10. APPENDIX 4 - BUSINESS ORGANIZATION FORM

### General Information \_\_\_\_\_

Instructions: The Bidder is required to submit a complete General Information form (below) and then fill out the remaining forms that pertain to the Bidder's type of business entity.

(Example): If a Bidder's business entity is a corporation, fill out the General Information form and the Corporation Statement and attach a certified copy of the relevant portion of the by-laws).

\_\_\_\_\_

Business Fill in the following information:

Name of Firm: \_\_\_\_\_

Principal Office

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Form of Business  
Entity:

Please check the box that describes your business entity:

☐ Sole Proprietor      ☐ Corporation

☐ Partnership      ☐ Joint Venture

**11. APPENDIX 5 - PARTNERSHIP STATEMENT**

Partnership  
Information:

If your business is operating as a partnership, please provide the following information:

- Date \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Organization: \_\_\_\_\_

- Type of Partnership: ☐ General ☐ Unlimited

- Business \_\_\_\_\_ Purpose \_\_\_\_\_ of \_\_\_\_\_ Partnership: \_\_\_\_\_

- Is Partnership Agreement recorded: ☐ Yes ☐ No

Date \_\_\_\_\_ of  
Partnership: \_\_\_\_\_

- Has the Partnership done business in Jamaica? ☐ Yes ☐ No

If \_\_\_\_\_ so, \_\_\_\_\_ when?  
\_\_\_\_\_  
\_\_\_\_\_

General Partners Name and Address	% of Ownership



## 12. APPENDIX 6 - CORPORATION STATEMENT

Corporation  
Information:

If your business is operating as a corporation, please provide the following information:

- Date of the incorporation: \_\_\_\_\_
- Business Purpose of corporation: \_\_\_\_\_  
\_\_\_\_\_
- Has the corporation done business in Jamaica? ☐ Yes ☐ No  
If so, when? \_\_\_\_\_
- Is the corporation held: ☐ Publicly ☐ Privately

Directors'  
Information:

Please supply the following information for each and Director.  
(Attach additional pages, if necessary)

Directors Name and Address	Principal Business Affiliation (Other than Proposer's Directorship)

Officers'  
Information:

Please supply the following information for each officer  
(Attach additional pages, if necessary)

Officers Name	Position

Action  
Required:

Please attach a copy of the company's Articles of Association and Memorandum of Association.

**13. APPENDIX 7 - JOINT VENTURE STATEMENT**

Joint Venture  
Information:

If your business is operating as a joint venture, please provide the following information:

- Date of Joint Venture Agreement \_\_\_\_\_
- Has the Joint Venture done business in Jamaica?  
☐ Yes ☐ No

If so, when? \_\_\_\_\_

\_\_\_\_\_

Ownership  
Information:

Provide the name and address of each Joint Venture and percentage of ownership of each.

*(Attach additional pages, if necessary)*

Joint Venture's Name and Address	% of Ownership

Action  
Required:

Please attach the document empowering the signatories to execute the proposal and bind the Joint Venture.

**14. APPENDIX 8 - FINANCIAL DISCLOSURE FORM**

Include disclosure, if any, of the Bidder's Principals, Directors, Officers, or Management team members, or similar persons (or any entity in which any of them have held a management or ownership or ownership position) involved with this proposal have:

- ☐ Yes ☐ No    Been convicted of a felony
- ☐ Yes ☐ No    Been convicted of a crime of moral turpitude
- ☐ Yes ☐ No    Been adjudged bankrupt within the last ten (10) years
- ☐ Yes ☐ No    Defaulted on any loans, real estate leases, purchase contracts or other real estate agreements in the past ten (10) years.

**15. APPENDIX 9 - DISCLOSURE AND CERTIFICATION FORM**

General Information

The Bidder hereby certifies that all statements and all information contained herein are true and correct to the best of its knowledge and belief. Statements must be complete, accurate and in the form of a request. The HAJL reserves the right to confirm and request clarification of all information provided. Incomplete disclosures may deem the Bidder's proposal to be non-responsive by the HAJL, and the proposal may be rejected and returned.

Bidder's Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile:

\_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

Proposal Certificate

Certificate: I hereby certify that the information provided in this proposal is true and correct, that I am authorized to sign on behalf of the business set out herein, and if requested by the Agency will provide, within ten (10) days of notice, the necessary documents to substantiate the information provided on this form.

Name:

\_\_\_\_\_ Title: \_\_\_\_\_

(Company Stamp or Seal)

Dated: \_\_\_\_\_

**16. APPENDIX 10 – DECLARATION OF CONFLICT OF INTEREST**

To : Housing Agency of Jamaica Limited

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We \_\_\_\_\_ understand that I/We shall make a declaration to the Management of the Housing Agency of Jamaica Limited in the event:

1. that any financial, familial, personal or other matter or issue arises or exists that could give rise to bias or the appearance of bias in the evaluation of my/our bid by or decision-making of the Housing Agency of Jamaica;
2. that I/We, my/our immediate or close relatives and friends have any pecuniary, non-pecuniary, direct or indirect interest in any company or entity which has business dealings with, is associated with or is a connected party of the Housing Agency of Jamaica Limited;
3. that any of the instances outlined at Clauses 5.5 and 5.5.1 of the Information Memorandum Document exist or arise; or
4. of any issue whatsoever that may negatively impact the Housing Agency of Jamaica Limited

Declaration

I/We hereby declare the following existing or potential conflict of interest situations arising from my/our participation in the divestment process concerning the Housing Agency of Jamaica Limited

- a) Description of the situation giving rise to the actual or potential conflict of interest:

\_\_\_\_\_  
\_\_\_\_\_

- b) Name of company(s) or individual(s) involved with the actual or potential conflict of interest:

\_\_\_\_\_  
\_\_\_\_\_

- c) Nature of personal interest or involvement with company(s) or individual(s):

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d) Any other matter which constitutes a conflict of interest:

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Or

I/We \_\_\_\_\_ hereby certify and declare that I/We have no pecuniary, non-pecuniary, real or apparent conflict of interest relating to the divestment process or the Housing Agency of Jamaica Limited.

I/We declare that the above details are complete and correct to the best of my/our knowledge and am/are aware of my/our responsibility to take reasonable steps to avoid any real or apparent conflict of interest in connection with the divestment process and to advise the Housing Agency of Jamaica Limited of any relevant changes in my/our circumstances.

Name and Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_