

GOVERNMENT OF GUYANA



Standard Bidding Document

PROCUREMENT OF OTHER SERVICES

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Introduction

This Standard Bidding Documents (SBD) has been prepared by the NPTA for use by the Procuring Entities in the procurement of non-consultative services through tendering with unlimited and limited participation for smaller contracts on a lump-sum-price basis. The procedures and methods presented in this document have been developed on the basis of practical experience, and are mandatory for use in the procurement carried out in whole or in part from the state funds in accordance with the provisions of the Procurement Act, 2003.

In order to simplify the preparation of the bidding documents for each individual procurement proceeding, the SBD groups the provisions that are not intended to be used unchanged in “the Instructions to Bidders” and in “the General Conditions of Contract”. Data and provisions specific to each procurement and contract should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical specifications (including any drawings and plans) and Activity Schedule. The applicable forms are listed in the table of contents, below.

Contents

1. Invitation for Bids (IFB)	.....	4
2. Table of Services	.....	5
3. Instructions to Bidders	.....	6
4. Bid Data Sheet	.....	11
5. Qualification Information	.....	12
6. Bid Form	.....	14
7. Bid Securing Declaration	.....	15
8. Letter of Acceptance	.....	16
9. General Conditions of Lump Sum Contract (Small Non-Consultative Services)	.....	17
10. Special Conditions of Contract	.....	22
11. Description of Services, Technical Specifications, and Performing Drawings	.....	23
12. Activity Schedule	.....	24
13. Contract Form for Non-Consultative Service	.....	25
14. Bank Guarantee for Advance Payment	.....	26
15. Performance Security	.....	27
16. Evaluation Criteria	.....	28

**Issued by the NPTA
Georgetown, Guyana
[... insert date of issuance]**

A. INVITATION FOR BIDS (IFB)

Date _____

IFB No.: _____

- 1) _____

(name of procuring entity) hereinafter referred to as “the Procuring Entity”, invites eligible bidders to submit their bids for execution of the services [... insert brief description of services], which are listed on the attached Table of Services.
- 2) Interested bidders may obtain further information, familiarize and purchase a complete set of the bidding documents upon having a written request and after the payment of a non-refundable fee in the amount of _____
Guyana Dollars (GYD) at the following address:

- 3) (Address, telephone (fax) numbers and email of Procuring Entity)
- 4) All bidders should submit their bids not later than _____ hours on “_____” day of _____ 200_ at the address:

a. (Address of Procuring Entity)
- 5) All late bids shall be rejected and returned to bidders unopened.
- 6) Bids should be valid during _____ days of the date of bid opening.
- 7) Bids shall be opened by tender committee in the presence of bidders’ representatives who wish to attend it at _____ hours on “_____” day of _____ 200_ at the address:

Manager of Procuring entity

State full name

B. TABLE OF SERVICES

Item No.	<u>Name of services</u>	<u>Description of services</u>	<u>Cost (GYD)</u>	<u>Period of completion</u>

C. INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Services

- 1.1 The Procuring Entity identified in the *Bid Data Sheet* invites bids for the services as detailed in the Table of Services
- 1.2 The successful bidder will be expected to complete the services by the intended completion date specified in the Table.

2. Qualification of the bidder:

- 2.1 To be awarded the procurement contract, the bidder shall possess the necessary legal, technical and financial capacity, and experience, to perform the contract, and shall provide the qualification information requested in the Qualification Information Form annexed hereto (see Part E of these bidding documents), and as may be requested in the *Bid Data Sheet*.

4. Bid Price

- 4.1 The contract shall be for the whole services as described in the technical specifications and drawings.
- 4.2 All duties, taxes and other levies payable by the Service Provider under the contract shall be included in the total price.
- 4.3 The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

5. Submission of Bids

- 5.1 Where this may be relevant to the preparation of bids, the bidder is advised to visit the site of the services at his own expense and obtain all information that may be necessary for preparing the bid. Requests for clarification of these bidding documents may be addressed to the procuring entity as indicated in the Bid Data Sheet (Clause 1.1).
- 5.2 Each bidder shall submit only one bid, which shall be in writing and in a single, sealed envelop. Corrections in bids, if any, shall be made by crossing out, initialing, dating, and rewriting
- 5.3 The set of bidding documents is comprised of the following:
 - A. Invitation for Bids (IFB)
 - B. Table of Services

- C. Instructions to Bidders
- D. Bid Data Sheet
- E. Qualification Information
- F. Bid Form
- G. Bid Securing Declaration
- H. Letter of Acceptance
- I. General Conditions of Lump Sum Contract (Small Non-Consultative Services)
- J. Special Conditions of Contract
- K. Description of Services, Technical Specifications, and Performing Drawings
- L. Activity Schedule
- M. Contract Form for Non-Consultative Service
- N. Bank Guarantee for Advance Payment
- O. Performance Security*

**delete if not applicable*

- 5.4 The bid submitted by the bidder shall comprise the following:-
- (a) Bid in the format given in Part F of this ITB.
 - (b) Signed Activity Schedule;
 - (c) Qualification information form given in Part E duly completed;
 - (d) Bid Securing Declaration, as may be indicated in the Bid Data Sheet (Part G),
- 5.5 The bidder shall seal the signed bid in an envelope addressed to the Procuring Entity. The envelope will also bear the following identification :-
- “ Bid for _____” [... *name of the Contract*]
 - “ Do not open before _____” [... *time and date of bid opening*].
- 5.6 Bids must be received in the office of the Procuring Entity not later than the time and date given in the Bid Data Sheet. If the specified date is declared a holiday, bids shall be received up to the appointed time on the next working day.
- 5.7 Any bid received by the Procuring Entity after the deadline for submission of bids will be rejected and returned unopened to the bidder.
6. Bid Security/Bid Securing Declaration
- 6.1 Not Applicable to local Consultants executing services within Regions 1,7,8 and 9 only.
- 6.2 All other Procurement below G\$3 Million only Bid Securing Declaration is applicable.
- 6.3 Bid Securing Declaration and Bid Security are applicable for procurement above G\$3 Million.

7. Compliances

Bidders must submit valid certificates of compliance from the Guyana Revenue Authority (GRA) and National Insurance Scheme (NIS), and VAT registration (*where applicable*)

Compliances are not applicable to local Consultants executing services within Regions 1, 7, 8 and 9 only. Any other Procurement, compliances are applicable.

8. Retention

The Employer shall retain from each payment 10 % of the contract sum pending the completion of the assignment and acceptance of the final report (if required).

8. Liquidated Damages

Any delay on the part of the Consultant in completing the assignment/service within the stipulated period will render him liable to pay liquidated damages as follows:

- (a) A rate of 0.05 % per week of the bid price
- (b) A maximum of 10 % of contract price
- (c) Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages

Note: Liquidated Damages will be applicable for other services below G\$2 Million

9. Mobilization Advance

The Employer shall make an advance payment to the Consultant for an amount not more than 20 % on the signing of the contract on the provision of a bond.

10. Performance Bond

The Performance bond shall be 10 % of the Bid Sum

11. Evaluation Criteria

The Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bid documents, and who offered the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be eligible and have met the qualification requirements in accordance with the Evaluation Criteria

12. Defects Liability

The Employer will hold the consultant liable for his/her design for a period of no less than

- Note:
- (A) Defects Liability is exempted for services in region 1,7,8 and 9.
 - (B) Services between G\$800,000 to G\$2 Million will required a 5 % release on completion of

the project and 5 % at the end of the Defects Liability Period
(C) Any Project above G\$ 2Million, a 10 % retention will be paid at the end of Defects Liability Period

The “Defects Liability Period” for the services is six months from the date of acceptance or such other period as may be specified in the Bid Data Sheet.
During this period, the contractor will be responsible for rectifying any defects in the services free of cost to the Procuring Entity.

13 **Penalties**

A Penalty for slow performance or non-performance will be imposed at the rate prescribed for liquidated damages. Slow or non-performance will be assessed against the project’s approved work Programme and will commence from the first quarter of the project life.

After 10 % of the contract sum is deducted for penalties, the procuring entity has the right to cancel the contract and demand all form of damages.

14. **Validity of Bid**

Bids shall remain valid for the period specified in the Bid Data Sheet.

15. **Opening of Bids**

Bids will be opened and read in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in sub-clause 5.6 above.

16. **Confidentiality**

Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

17. **Evaluation of Bids**

The Procuring Entity will evaluate and compare the bids determined to be substantially responsive, i.e. those which

- (a) Satisfy the administrative requirements of the bid document (GRA,NIS compliances and VAT registration)
- (b) are properly signed ; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

18. **Award of contract**

18.1 The Procuring Entity will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price in accordance with the bid evaluation criteria stated in the Bid Data Sheet and who meets the specified qualification criteria.

- (a) Bidder that Score minimum 80 percent on the Technical Criteria and offers the lowest price.
- 18.2 Notwithstanding the above, the Procuring Entity reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 18.3 The bidder whose bid is accepted will be notified of the award of contract by the Procuring Entity prior to expiration of the bid validity period.

19. Performance Security

If required by the Bid Data Sheet, within 7 days of receiving a letter of acceptance, the successful bidder shall deliver to the Procuring Entity the performance security for the amount in the form. The Performance Security shall be valid till the expiry of the defects liability period, specified in clause 12.

D. BID DATA SHEET

The following specific data to clauses of the provisions of Instructions to Bidders which supplement, or amend the provisions of the Instructions to Bidders (ITB) whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Item No.	
ITB 1.1	<p>The name, telephone/fax, and e-mail of the Procuring Entity is:</p> <p>_____</p> <p>The services are: [... <i>insert brief description of the services</i>]</p>
ITB 2.1	<p>To qualify for award of the contract the bidder shall meet the qualification requirements set forth in the Bid Data Sheet:-</p> <ul style="list-style-type: none"> (a) should have satisfactorily completed as a prime contractor at least one similar services contract of value not less than [...] GYD in the last three years; (b) should have access to the equipment need to perform the contract [... <i>insert equipment list, if applicable</i>]; (c) *[... <i>insert reference to other qualification and eligibility requirements that may be applicable</i>]; (d) * should possess valid license for executing [... describe type of services (in the event of the services being sub - contracted, the sub-contractor should have the necessary license); <p>(* Delete if inapplicable or not being used)</p> <p>The following eligibility and qualification information documentation, in addition to Form __, should be submitted by bidders with their bids: [...]</p>
ITB 5.6	<p>Deadline and place for submission of bids at «_____» hours on «_____» day of _____200____.</p> <p>at the address: _____</p> <p style="text-align: center;"><i>(specify address)</i></p>
ITB 10.1	<p>The following evaluation criteria shall be applied in order to determine the ranking of bids and the winning bidder: [... <i>describe the evaluation criteria, including how they will be applied an, where applicable, quantified in monetary terms</i>]</p>
ITB 6	<p>The period of validity of bids [...] days following the deadline for submission of bids.</p>
ITB 11	<p>[A performance security is not required] [A performance security in the amount of [... %] of the contract price is required and may be in the form of a bank guarantee, check or cash, with a validity period lasting until _____.] (retain only the applicable alternative)</p>
ITB 12	<p>The duration of the defects liability period is [...] following provisional acceptance..</p>

E. QUALIFICATION INFORMATION

1.1 Principal place of business: _____

Power of Attorney of signatory of Bid to sign the Bid
[Attach copy]

1.2 Total value of services performed in the last 20 _____
 three years (in GYD) 20____

1.3 Services performed as prime contractor on services of a similar nature over the last three years.

Project Name	Name of Procuring Entity	Description of services	Contract No.	Value of contract (GYD)	Date of issue of work order	Stipulated period of completion	Actual date of completion	<u>Remarks explaining reasons for delay and services completed</u>
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Existing commitments and on-going services:

Description of Services (1)	Place & State (2)	Contract No. & Date (3)	Value of Contract (GYD) (4)	Stipulated period of completion (5)	Value of services remaining to be completed (GYD) (6)	Anticipated date of completion (7)
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1.4 Proposed subcontracts and firms involved.

Sections of the services	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar services
*	*****	*****	***
*			
*			

1.5 Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Procuring Entity.

1.7 Information on litigation history in which the Bidder is involved.

Other party(ies)	Procuring Entity	Cause of dispute	Amount involved	Remarks showing present status
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F. BID FORM

Description of the Services*:

To:

Subject : Services

Reference: Invitation No.....dated.....from.....

Sir,

We offer to execute the Services described in your Invitation referred to above in accordance with the Conditions of Contract enclosed therewith at a total Fixed Contract Price of -

GYD ** _____ [in figures]

GYD _____ [in words].

This bid and your written acceptance of it shall constitute a binding contract between us.

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

We hereby confirm that this bid is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature: _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder: _____

Address: _____

* To be filled in by the Procuring Entity before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

G. BID SECURING DECLARATION

[The Bidder shall fill in this Form if applicable pursuant to BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

IFB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

P. Dated on _____ day of _____, _____ *[insert date of signing]*

H. LETTER OF ACCEPTANCE

Dated: _____

To: _____ [Name and address of the Service Provider]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ for the contract price of GYD _____ [amount in words and figures], is hereby accepted by us.

[You are hereby requested to furnish a performance security for an amount of GYD. _____ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of(Procuring Entity) shall be valid till the expiry of the period of maintenance i.e. up to _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.]*

You are [also] requested to sign the agreement form and proceed with the services not later than _____ and ensure completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, the contract for the above said services stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

** Delete the paragraph concerning the Performance Security if not applicable.*

I. General Conditions of Lump Sum Contract

1. Definitions and interpretation

1.1 The terms below shall be interpreted as follows:

"Procuring Entity" means the party, as defined in the Special Conditions of Contract, which employs the Service Provider to execute the Services.

"Service Provider" means the individual or legal entity, or a joint venture, whose Bid for the execution of the Services is accepted by the Procuring Entity, a specified in the Special Conditions of Contract.

"Days" mean calendar days; "months" mean calendar months.

"Services" means that the Contractor should construct, install, and hand over to the Procuring Entity under the Contract the execution of quantity of the Services, or completion of the Services, as defined in the SCC.

1.2 Below listed documents shall constitute the Contract, and shall be its integral part, and shall be interpreted in the following order of priority:

- (a) Contract,
- (b) Letter of Acceptance,
- (c) Service Provider's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Technical Specifications,
- (g) Drawings,
- (h) priced Activity Schedule,
- (i) any other documents listed in *the Special Conditions of Contract* to be as a constituent part of the Contract.

1.3 The Contract 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.

2. Cost of the Contract

The total cost of the services (hereinafter referred to as the "total cost") is as specified in the Contract Form..

3. Payments

Payments to the Service Provider for the services will be released by the

Procuring Entity in accordance with the schedule specified in the Special Conditions of Contract, and upon submission of an invoice. If so and as indicated in the Special Conditions of Contract, an advance payment may be paid in the amount and in accordance with the conditions specified therein.

4. Quality Control

- 4.1 The Procuring Entity shall inspect the performance of Services and notify the Service Provider of any discovered Defects, and such inspection shall not influence the Service Provider's obligations. Upon receipt of each Notice of Defect, the Service Provider should remedy the Defect within the time period specified in the Purchaser's notice.
- 4.2 If the Service Provider does not remedy the Defect within the period specified in the Purchaser's notice, the Purchaser will assess the cost of having the Defect corrected, and the Service Provider will pay that amount.

5. Commencement and completion time

The services should be completed in the period of time (months/weeks/days) from the date of the Agreement, or other commencement date, as specified in the Special Conditions of Contract. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. Force majeure

- 6.1 The Service Provider shall not forfeit its Performance Security and shall not be responsible for payment of liquidated damages or termination of Contract for default, if delays in the execution of Contract occurred due to the event of force majeure.
- 6.2. For purposes of this clause, "force majeure" means the event that is beyond the control of the Service Provider, not involving the Service Provider's fault or negligence and not foreseeable. Such events may include but not limited to such actions as wars or revolutions, natural disasters, epidemics, quarantine and embargo restrictions.
- 6.3. If force majeure arises, the Service Provider shall immediately notify the Purchaser in writing of such event and its causes. Unless otherwise directed by the Purchaser in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it may be reasonable, and shall seek alternative ways of execution of the Contract, beyond control of the event of force majeure. Any period during which the Party, according to this Contract, should complete any action or assignment, shall be extended to period that is equivalent to the period during which that Party failed to fulfill such action because of event of force majeure.

7. Liquidated damages for delay

Any willful delay on the part of the Service Provider in completing the services within the stipulated period will render him liable to pay liquidated damages at the rate specified in the Special Conditions of Contract, which will be deducted from payments due to him. The Procuring Entity may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds [... *percentage indicated in the Special Conditions of Contract*] % of the contract amount.

8. Duties and responsibilities of Procuring Entity

The Procuring Entity shall pay the contract price as stipulated in the contract.

9. Duties and responsibilities of the Service Provider

9.1 The Service Provider shall provide the Services in accordance with the Technical specifications and the Activity Schedule, and shall properly, effectively and efficiently perform its obligations in accordance with its bid and shall observe a good management practice and use the relevant advanced technologies and safety methods.

9.2 The Service Provider, its Subcontractors and the Personnel of any of them shall have not the right, within a validity period or within two (2) years after expiration of this Contract, to disclose any proprietary or confidential information related to the Services provided, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser.

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

9.4 The Service Provider shall obtain the Purchaser's prior approval in writing before taking any of the actions listed in the SCC.

10. Modification

Modification of conditions of this Contract, including any change in quantity of Services is allowed only upon having a written agreement between the Parties but not more than 10% of the total Contract Price.

11. Securities

The Performance Security, if one is required by the SCC, shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, in accordance with the SCC. The Performance Security shall be

valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

12.1 The Procuring Entity may, by written notice, terminate the Contract if the Service Provider causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Service Provider has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Service Provider fails to correct a defect within a reasonable period of time determined by the Procuring Entity;
- (d) the Service Provider does not maintain a security which is required;

12.3 Notwithstanding the above, the Procuring Entity may, written notice, terminate the Contract for convenience.

12.4 If the Contract is terminated the Service Provider shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

12.5 The Service Provider may terminate this Contract, having submitted a written notice of termination to the Procuring Entity not less than thirty (30) days following the occurrence of any if the events specified in paragraphs (a) and (b) of the Clause:

- (a) the Procuring Entity does not pay the sum due to the Service Provider under the Contract conditions, during thirty (30) days upon receipt of the Service Provider's notice stating that such payment is delayed; or
- (b) as a 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.

13. Payment upon Termination

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Service Provider, the Service Provider is entitled to be paid for the value of the services done less advance payments received, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Procuring Entity's convenience, the Service Provider is entitled to payment for the value of the conforming services performed, the reasonable cost of removal of Equipment, repatriation of the Service Provider's personnel employed solely on the services, and less advance payments received, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

- 14.1 If, any dispute over the services arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

- 14.2 In the event of agreement not being reached, the matter may be referred by either party to a Court of General Jurisdiction or to arbitration, as specified in the Special Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict between the provisions herein and the General conditions of Contract, the Special Conditions of Contract shall prevail.

GCC Clause name	
GCC 1.1	<p>The Procuring Entity is <i>[insert name, address, telephone, fax, e-mail and name of authorized representative]</i>.</p> <p>The Service Provider is : <i>[insert name, address, telephone, fax, e-mail and name of authorized representative]</i>.</p> <p>The Services consist of <i>[insert brief summary and location of service delivery]</i></p>
GCC 3.1	<p>The payment schedule is: [... <i>insert payment schedule; include advance payment, if applicable</i>] [Payment of the advance payment is subject to submission of an advance payment guarantee in accordance with Part N.<i>[delete if no advance payment is applicable]</i>]</p>
GCC 5	<p>[The commencement date is [... <i>specify date if other than the date of the agreement</i>] The completion date is [... <i>insert date</i>]</p>
GCC 7	<p>Liquidated Damages</p> <p>Applicable rate: _____ for untimely execution of order.</p> <p>Maximum deduction: _____.</p> <p>(Applicable rate should not exceed half (0.5) percent per week, and the maximum amount should not exceed five (5) percent of the Contract Price)</p>
GCC 9.3	<p>[... <i>Describe any required insurance coverage</i>]</p>
GCC 9.4	<p>[... <i>list any actions requiring approval of the Procuring Entity</i>]</p>
GCC 11	<p>[A performance security is not required] [The amount and form of Performance Security _____]</p> <p><i>(should not exceed 10% of Contract Price)(retain only the provision that is applicable)</i></p>
GCC 14.2	<p>Disputes arising out of or in connection with the Contract shall be settled by Arbitration, in accordance with the [... <i>specify arbitration rules, arbitral institution (if applicable), number of arbitrators, and location of proceedings</i>];</p> <p align="center">or</p> <p>in the court of general jurisdiction, in accordance with the laws of the Guyana. <i>(delete unnecessary)</i></p>

K. DESCRIPTION OF SERVICES

Give detailed description of the Services, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Purchaser, etc., as well as technical specifications and drawings.

Technical Specifications and performing drawings

(If possible, describe the final and performance results and not investment)

L. ACTIVITY SCHEDULE

M. CONTRACT FOR SERVICES

CONTRACT

This Contract made the _____ day of _____ two thousand and _____
(date) (month)

BETWEEN the Procuring Entity (name and address of organization)

and the Service Provider (name and address of organization)

for execution of the Services (name and location of Services)

In view of that the Procuring Entity wishes to have the Service Provider execute [... *insert name of Contract*] (hereinafter called the Services) and the Procuring Entity has accepted the Service Provider’s Bid for the execution and completion of the Services, and for correction of any defects therein.

THIS CONTRACT WITNESSES the following:

1. Taking into account the payments to be made by the Procuring Entity to the Service Provider in accordance with the above-stated, the Service Provider shall enter into the Contract with the Procuring Entity to execute and complete the Services, and to correct any defect therein in full accordance with conditions of the Contract.
2. The Procuring Entity shall pay the Service Provider in consideration of the execution and completion of the Services and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

PROCURING ENTITY

SERVICE PROVIDER

(signature and seal)

(signature and seal)

(name, last name, title)

(name, last name, title)

N. BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Procuring Entity]
_____ [address of Procuring Entity]
_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, subclause 3.1 of the above-mentioned Contract, _____ [name and address of Service Provider] (hereinafter called "the Service Provider") shall deposit with _____ - _____ [name of Procuring Entity] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee] _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Procuring Entity] on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____ [amount of guarantee] _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Procuring Entity] and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Procuring Entity] receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

O. PERFORMANCE GUARANTEE

To: _____ [name of Procuring Entity]
_____ [address of Procuring Entity]
_____ [name of contract]

WHEREAS _____ [name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Services] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed thereunder or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal
of the guarantor _____
Name of Bank _____
Address _____
Date _____

EVALUATION CRITERIA

(1) Adequacy of the proposed technical approach, methodology, and work plan in responding to the Terms of Reference [insert points]

(2) Key professional staff qualifications and competence for the assignment:

- a) Team Leader [Insert points]
- b) [Insert position or discipline] [Insert points]
- c) [Insert position or discipline] [Insert points]
- d) [Insert position or discipline] [Insert points]
- e) [Insert position and discipline] [Insert points]

Total points for criterion (ii): [Insert Points]

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:

- 1) General qualifications [Insert weight between 20 and 30%]
 - 2) Adequacy for the assignment [Insert weight between 50 and 60%]
 - 3) Experience [Insert weight between 10 and 20%]
- Total weight: 100%

Total points for the two criteria: 100

The minimum technical score S_t required to pass is: 80 Points

Financial Proposal

The contract will be awarded to the Firm whose Proposal is determined to be substantially technically responsive to the Request for Proposals and who offers the lowest price.