

# GOVERNMENT OF GUYANA



STANDARD BIDDING DOCUMENT

# GOODS - PROCUREMENT USING SHOPPING PROCEDURES

# **GOODS AND RELATED SERVICES (VALUE G\$0.8 M – G\$5 M)**

## **Introduction**

This Bidding Document for Procurement of Goods and Related Services – contracts valued above G\$0.8 – \$5 million has been prepared by the National Procurement and Tender Administration Board.

The procedures and methods presented in this document have been developed on the bases of practical experience and consultations with stakeholders, and are mandatory for procurement in accordance with the provisions of the Procurement Act 2003 and Regulations 2004.

Request for additional information can be forwarded to:

[National Procurement and Tender Administration Board](#)  
[Main & Urquhart Streets, Georgetown, Guyana.](#)  
[Tel Numbers: 227-0094, 223-7041, 223-7042](#)

Or visit our website:  
[www.nptaguyana.org](http://www.nptaguyana.org)

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**NPTA  
GEORGETOWN**

.....  
**[Insert date of issuance]**

**INVITATION FOR BIDS FOR SUPPLY OF:**

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1. You are invited to submit your most competitive Bid for the following goods:-

Brief Description of the Goods	Specifications*	Quantity	Delivery Period	Place of Delivery (include- CIF/CPT to location)*	Installation Requirement if any
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- \* *Price schedules, delivery schedules, bid form and other forms to be filled by the bidder are attached herein.*
- \* *Where ISO/ Equivalent certification marked goods are available in market, procurement should generally be limited to goods with those or equivalent marking only.*
- \* *Details of Bills/Specification attached*

2. Funds have been provided by the Government of Guyana.

**3. Bid Price**

- a) The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) Prices shall be quoted including all taxes, duties, and other levies paid or payable for delivery of goods to the place of delivery indicated above.
- c) The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The Prices should be quoted in Guyana Dollars only.

4. Each bidder shall submit an original and two (2) copies. Bids shall be submitted in writing in sealed envelopes to the address in accordance with section 11.

5. **Validity of Bids**

Bids shall remain valid for a period not less than 30 days after the deadline date specified for submission.

6. **Evaluation of Bids**

The Purchaser (*Procuring Entity*) will evaluate and compare the bids determined to be substantially responsive i.e. which are

- (a) properly signed ;
- (b) conform to the terms and conditions, and specifications; and
- (c) include submission of GRA, NIS compliances, and VAT registration.
- (d) Manufacturer's authorization (*where applicable*)

The bids would be evaluated for all the items together, except when the items are procured in lots.

7. **Award of contract**

The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive to the requirements of the tender document and who has offered the lowest evaluated price.

7.1 Notwithstanding the above, the Purchaser reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract.

7.2 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period.

7.3 The successful bidder will be required to enter into an agreement with the purchaser in the form and manner specified in appendix 1.

8. Payment shall be made within **three (3)** working days after delivery of the goods and related services.

9. Normal commercial warranty/ guarantee as provided by manufacturer shall be applicable to all the supplied goods.

10. You are requested to provide your offer latest by..... hours on ..... *[insert date]*

11. Bids will be opened in the presence of bidders or their representatives who wish to attend at the time, on the date and at the address specified.

12. Your bid must be addressed to ..... and deposited in the tender box of ..... by 9 am on Tuesday..... Of .....

**13. Bid Security / Bid Securing Declaration**

13.1 No bid security for goods below G\$3 million.

13.2 For goods above G\$3million, the Bidder shall furnish, as part of his bid, [**A bid security between 1 – 2% of the tendered sum**] [The form of bid security in accordance with Annex 3 (page 9)] with a validity period for not less than 2 weeks upon the expiry of the bid validity period and in line with the form in Annex 3.

13.3 A signed Bid Securing Declaration in accordance with Annex 4 (page 10) is required for all goods **above G\$800,000.** (Eight hundred thousand dollars)

13.4 The bid security may be forfeited, or the Bid Securing Declaration executed, if the Bidder:

- (a) withdraws his bid after it is opened during the period of validity specified in the bid; or,
- (b) having been awarded the contract fails:
  - (1) to sign the contract on the terms and conditions provided in his bid; or
  - (2) to furnish the Performance Security, if required to do so.

**14. Defects Liability:**

The “Defects Liability Period” for the goods and related services is ..... months from the date of taking over possession, the contractor will be responsible for rectifying any defects in construction free of cost to the Procuring Entity.

**15. Delays in the Supplier’s Performance and Liquidated Damages**

15.1 Delivery of the Goods shall be carried out by the Supplier, in accordance with the schedule indicated by the Procuring Entity in the *Schedule of Requirements*.

15.2 The Supplier’s performance of his delivery obligations shall render the Supplier liable for payment of liquidated damages in the amount specified by the procuring entity, unless an extension of time is agreed upon by the parties without application of liquidated damages. Once the maximum deduction specified is reached, the Procuring Entity may consider termination of the Contract.

15.3 Liquidated damages  
**Applicable rate:** \_\_\_\_\_ **for untimely execution of order.**

Maximum deduction: \_\_\_\_\_.

(Applicable rate should not exceed (0.05) percent per week, and the maximum amount should not exceed five (5) percent of the Contract Price)

**16. Mobilization Advance**

16.1 Except where the related works involve civil works, a mobilization advance of twenty (20) percent of the cost of the civil works shall apply.

**17. Performance Security**

17.1 Within seven (7) days of receipt of notification of award, the successful Bidder shall furnish the Procuring Entity with a performance security in the amount of ( ... %) of the contract price. This security may be in the form of a bank guarantee, cheque or cash. (retain only the applicable alternative)

**18. Retention**

18.1 No retention shall be applied on consumables, but warranties, guarantees and expiry dates to apply.

18.2 Retention on fixed assets shall be determined by the procuring entity on a case by case basis.

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: \_\_\_\_\_ *[insert date (as day, month and year) of Bid Submission]*  
NCB No.: \_\_\_\_\_ *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. DELETED
2. Bidder's actual or intended Country of Constitution or Incorporation <i>[insert actual or intended Country of Constitution or Incorporation]</i>
3. Bidder's Year of Constitution or Incorporation: <i>[insert Bidder's year of constitution or Incorporation]</i>
4. Bidder's Legal Address in Country of Constitution or Incorporation <i>[insert Bidder's legal address in country of constitution or incorporation]</i>
<p>6. Bidder's Authorized Representative Information</p> <p>Name: _____ <i>[insert Authorized Representative's name]</i></p> <p>Address: _____ <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: _____ <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: _____ <i>[insert Authorized Representative's email address]</i></p>
<p>7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Constitution of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</p>



## Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date OF Bid Submission: <i>(day/month/year)</i>
NCB No:
Invitation for Bid No:
Alternative No: <i>[insert identification No if this is a Bid for an alternative]</i>

TO: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services;  
 \_\_\_\_\_  
*[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is:  
 \_\_\_\_\_  
*[insert the total bid price in words and figures, in Guyana dollars as per details given in the price schedule attached].*

(d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply.  
 \_\_\_\_\_  
*[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JVCA, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*(If none has been paid or is to be paid, indicate “none.”)*

- (k) We understand that this bid, 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.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Guyana.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

- (n) We are registered/ not registered in Guyana (*Firms who are registered should attach documents to confirm their compliance with IRD/NIS regulations*).

Signed: \_\_\_\_\_  
*[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_  
*[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_  
*[insert complete name of person signing the Bid Submission Form]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Bid-Securing Declaration

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

Date OF Bid Submission: <i>(day/month/year)</i>
NCB No: <i>[Insert number of bidding process]</i>
Alternative No: <i>[insert identification No if this is a Bid for an alternative]</i>

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]*

**Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]***

## Price Schedule:

Purchaser's Country _____		Currency in G \$				Date: _____	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Delivery Date	Quantity and physical unit	Unit price for delivery in (named place of destination inclusive of duties, inland transportation, insurance etc)	Total price per line item (Col. 4x5)	Sales and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6)	Grand Total 6 + 7
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price]</i>	<i>[insert total price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	
<b>Total Price</b>							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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

1	2	3	4	5	6
Item N°	Description of Services (including inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Delivery Date at place of Final destination	Quantity and physical unit	Unit price in G \$ inclusive of all taxes and duties	Total Price per Service (Col. 5*6 or estimate) in G \$
	<i>[insert name of Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>					



## 2. List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates)]*

Item No	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable



# Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The GOG encourages the use of metric units.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Borrower’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Detailed tests required (type and number).*
  - (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
  - (d) *Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.*
  - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

When the Purchaser requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

“**Summary of Technical Specifications.** The Goods and Related Services shall comply with following Technical Specifications and Standards:

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

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# Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT is made the \_\_\_\_\_ [insert date ].

BETWEEN

- (1) \_\_\_\_\_ [ insert complete name of Purchaser ],  
a \_\_\_\_\_ [ insert description of type of legal entity, for example, an agency of  
the Ministry of ..... of the Government of Guyana, or corporation incorporated  
under the laws of Guyana and having its principal place of business at  
\_\_\_\_\_ [ insert address of Purchaser ]  
(hereinafter called “the Purchaser”), and
- (2) \_\_\_\_\_ [ insert name of Supplier ], a corporation  
incorporated under the laws of \_\_\_\_\_ [ insert: country of Supplier ] and having its  
principal place of business at \_\_\_\_\_ [ insert: address of Supplier ] (hereinafter called “the  
Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., \_\_\_\_\_ [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of \_\_\_\_\_ [insert Contract Price in words and figures, expressed in G \$] (hereinafter called “the Contract 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 Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) \_\_\_\_\_ [Add here any other document(s)]
- 3. This 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.
- 4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: \_\_\_\_\_ *[insert signature]*

in the capacity of \_\_\_\_\_ *[ insert title or other appropriate designation ]*

in the presence of \_\_\_\_\_ *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: \_\_\_\_\_ *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of \_\_\_\_\_ *[ insert title or other appropriate designation ]*

in the presence of \_\_\_\_\_ *[ insert identification of official witness]*

## Manufacturer’s Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date OF Bid Submission: <i>(insert date day/month/year)</i>
NCB No: <i>[Insert number of bidding process]</i>
Alternative No: <i>[insert identification No if this is a Bid for an alternative]</i>

To: \_\_\_\_\_ *[insert complete name of Purchaser]*

**WHEREAS**

We \_\_\_\_\_ *[insert complete name of Manufacturer]*, who are official manufacturers of \_\_\_\_\_ *[insert type of goods manufactured]*, having factories at \_\_\_\_\_ *[insert full address of Manufacturer’s factories]*, do hereby authorize \_\_\_\_\_ *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_ *[insert name and or brief description of the Goods]*, and to subsequently negotiate and represent us solely and exclusively and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: \_\_\_\_\_ *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: \_\_\_\_\_ *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: \_\_\_\_\_ *[insert title]*

Duly authorized to sign this Authorization on behalf of:  
 \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

\_\_\_\_\_  
[Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Purchaser]

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

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of \_\_\_\_\_ [name of contract] under Invitation for Bids No. \_\_\_\_\_ [IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] \_\_\_\_\_ ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]

## Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: \_\_\_\_\_ [insert date (as day, month, and year) of Bid Submission]  
NCB No. \_\_\_\_\_ and title: \_\_\_\_\_ [insert no. and title of bidding process]

Bank’s Branch or Office: \_\_\_\_\_ [insert complete name of Guarantor]

**Beneficiary:** \_\_\_\_\_ [insert complete name of Purchaser]

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_ [insert Performance Guarantee number]

We have been informed that \_\_\_\_\_ [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. \_\_\_\_\_ [insert number] dated \_\_\_\_\_ [insert day and month], \_\_\_\_\_ [insert year] with you, for the supply of \_\_\_\_\_ [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding \_\_\_\_\_ [insert amount(s)<sup>1</sup> in G \$ in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the \_\_\_\_\_ [insert number] day of \_\_\_\_\_ [insert month] \_\_\_\_\_ [insert year],<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
[signatures of authorized representatives of the bank and the Supplier]

<sup>1</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>2</sup> Dates established in accordance with Clause 17.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “ We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”

# Evaluation and Qualification Criteria

## 1. Evaluation Criteria

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price the following :-

- (a) All documents are properly signed.
- (b) Delivery schedule. (As per Incoterms 2000 specified in the BDS)  
The Goods specified in the Lost of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V1, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, a maximum of .....insert points will be awarded to bidders that deliver the goods to dates closer to the earliest delivery date.
- (c) Performance Specifications and productivity of the items- evidence of the performance reliability of these items shall be provided in this bid. A maximum of ..... points will be awarded in this category.
- (d) Any warranty and guarantee given. The bidder that offers the maximum warranty period shall be considered as the best option and for bid comparison a maximum of ..... points will be awarded.
- (e) The projected operating and maintenance costs during the life of the equipment: A maximum of .... points will be awarded for in this category for the highest ranked item.
- (f) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid..... points
- (g) Installation and training if required: A maximum of .... points will be awarded in this category for the highest ranked item.

**The Criteria provided for the contract to be awarded to the bidder whose bid is determined to be substantially technically responsive to the bid document and who offers the lowest evaluated price.**