

GOVERNMENT OF GUYANA



Standard Bidding Documents
**GOODS & RELATED
SERVICES**
VALUED ABOVE G\$5M

GOODS AND RELATED SERVICES (VALUE ABOVE G\$5 M)

Introduction

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

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](#)
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INVITATION FOR BIDS (IFB)

Invitation No. _____

Date _____

IFB No.: _____

1. _____

(name of Procuring entity)

hereinafter referred to as “the Procuring Entity”, invites eligible bidders to submit their bids for the supply of goods

(Brief description of Goods, its quantity)

2. Required period of supply: _____.

3. The bidding documents may be obtained and be examined by any interested bidder upon payment of a non-refundable fee in the amount of _____ at the following address. _____ (address, telephone (fax) and email of Procuring Entity)

4. All Bidders should submit their bids together with the [bid security to the sum of _____ GYD][the bid securing declaration]¹ not later than _____ hours on “_____”day of _____200__ at the address:

(address of Procuring Entity or authority responsible for conduction of bidding)

5. Bids shall be valid during _____ days after the date of bid opening.

6. Bids shall be opened by the Tender Board in the presence of Bidders’ representatives who wish to attend it at _____ hours on “_____”day of _____200__ at the address:

_____ (This date and time means the date of bid opening, and it should coincide with a deadline for submission of bids)

Manager of Procuring entity

/ Full name/

¹ Delete the text within brackets that does not apply.

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

The Procuring Entity identified in the *Bid Data Sheet* intends to procure the goods identified in the *Bid Data Sheet* and in the Schedule of Requirements.

2. Eligibility and qualifications of Bidders

- 2.1 In order to be awarded a procurement contract, Bidders should possess the technical and financial capacity needed to perform the contract, should fulfill their tax and social insurance fund liabilities in Guyana, and should not currently be subject to a debarment penalty, and must comply with the specific eligibility and qualification requirements referred to in the *Bid Data Sheet*. Bidders shall provide the information and any supporting documentation required by the Qualification Information Form.
- 2.2 The bidders should not have a conflict of interests, including involvement in more than one bid in this proceeding, should not be associated nor have been associated in the past, directly or indirectly, with any agency or any of its representative, affiliate, that have been engaged by the Procuring Entity to provide consulting services at the preparation stage of the bidding documents, technical specifications and other documentation that are subject to be used in the procurement of goods which must be purchased in accordance with the Invitation for Bids. In case when the indicated facts are discovered, the Bidder's bid shall be rejected.

B. Bidding Documents

3. Clarification and amendment of bidding Documents

- 3.1 The Procuring Entity, in not more than three (3) working days, will respond in writing (including by fax or electronic mail) to any request for clarification of the bidding documents to be received (in writing, including by fax or electronic mail) not later than 10 days before the expiry of a deadline for submission of bids. At the same time, the Procuring Entity's response shall without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Procuring Entity.
- 3.2 At any time before the deadline for submission of bids, the Procuring Entity may amend the bidding documents by issuing an Addendum and notifying it to the bidders.

C. Preparation of Bid

4. Language of Bid

- 4.1 The bid prepared by the Bidder, as well as all correspondence and documents related to that bid and exchanged by the Bidder and the Procuring Entity shall be written in the language specified in the *Bid Data Sheet*.

5. Documents Included in Bid

5.1 The bid prepared by the Bidder should contain the Form of Bid, the Price Schedules and the other documents to be submitted in accordance with these Instructions to Bidders.

6. Bid Price

6.1. Subject to the choice of INCOTERMS as indicated in the Bid Data Sheet, the prices given in the Price Schedule shall include all transportation costs to the destination point indicated in the Contract, all taxes, duties, payments collected, in accordance with the laws of Guyana and delivery related and other costs on performing of contractual obligations.

6.2. The prices offered by the Bidders shall remain fixed during the whole period of Contract performance and shall not be modified in any circumstance.

7. Bid and Payment Currency

7.1 The prices shall be indicated in Guyana Dollars, unless otherwise specified in the *Bid Data Sheet*.

8. Bid Security / Bid Securing Declaration

8.1 Unless otherwise provided in the *Bid Data Sheet*, the Bidder shall furnish, as part of his bid, a Bid Security, in the form, currency and amount specified in the *Bid Data Sheet* 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 11, or, if so indicated in the BDS, a Bid Securing Declaration in accordance with the form in Annex 12.

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

(a) withdraws his/her 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.

9. Period of Validity of Bid

9.1 Bids shall remain in force during the period specified in *the Bid Data Sheet* after the date of bid opening.

10. Format, Signing and submission of Bid

10.1 The Bidder shall prepare an original and 2 (two) copies of the bid, which shall be typed or written in indelible ink, and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney to be submitted with the

bid. All pages of the bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.

- 10.2 The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.
- 10.3 The Bidder shall seal the original and each copy of the bid in different envelopes, marking them “**ORIGINAL**” and “**COPY**”, as appropriate. The envelopes shall then be sealed in an outer envelope.
- 10.4 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring Entity at the address specified in the Invitation for Bids;
 - (b) bear the Invitation for Bids (IFB) title and number and the words: “**DO NOT OPEN BEFORE,**” (insert the time and date for bid opening specified in the *Bid Data Sheet*).
 - (c) indicate the name and address of the Bidder.

11. Deadline for Submission of Bids

- 11.1 Bids must be received by the Procuring Entity at the address and within the periods specified in *the Bid Data Sheet*. All bids received by the Procuring Entity upon the expiry of a period established for submission of bids as indicated by the Procuring Entity shall be rejected and returned to the Bidder unopened.

12. Modification and Withdrawal of Bids

- 12.1 The Bidder may modify or withdraw his bid after the bid’s submission, provided that the Procuring Entity will receive a written notice of modification, including substitution or withdrawal of bid until the expiry of established period for submission of bids.
- 12.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 10. In that case the outer and inner envelopes will be additionally marked as “**MODIFICATION**” or “**WITHDRAWAL**”, as appropriate. A withdrawal notice may also be sent as a telegram by telex or fax with a subsequent written confirmation by post-office not later than the deadline for submission of bids.

E. Opening and Evaluation of Bids

13. Opening of Bids

- 13.1 The Procuring Entity will open all bids in the presence of bidders’ representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 13.2 The bidders’ names, bid prices, including alternatives (if alternatives permitted),

information on the presence or absence of required bid security, or bid securing declaration, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid may be rejected at the opening, exclusive of late bids to be returned to the Bidder unopened.

- 13.3 Bids (and modifications sent pursuant to ITB Clause 12.2 that are not opened and read out during the bid opening shall not be accepted for further evaluation, regardless of circumstances.

14. Evaluation of Bids

- 14.1 During the evaluation of bids, the Procuring Entity may, at his discretion, request the Bidder to provide clarification of his bid. The request for clarification and the response thereto shall be made in writing, and in that case no change in price or substance of the bid shall be sought, offered, or permitted.
- 14.2 The Procuring Entity shall determine the responsiveness of each bid to requirements of the bidding documents. For the purposes of this Clause a substantially responsive bid is one which satisfies all the indicated provisions without a material deviation or reservation.
- 14.3 The Procuring Entity may waive any minor nonconformity, or small mistake or inaccuracy in the bid which are not a material deviation from the requirements of the bidding documents, and such non-conformity or inaccuracy will not affect the bid evaluation. To the extent feasible and appropriate, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms, and reflected in adjustments to the bid price (for the purposes only of comparison of bids).
- 14.4 Arithmetical errors shall be rectified in the following manner. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall be preferable. If the Bidder disagrees with such correction of errors, his bid shall be rejected.
- 14.5 The Procuring Entity shall evaluate and compare only the bids that are determined to be responsive to the bidding documents.

15. Confidentiality and Contacting the Procuring Entity

- 15.1 No Bidder shall contact the Procuring Entity on any matter related to his bid from the date of bid opening until the date of contract award, except for requests related to clarification of the bid. Information concerning the evaluation of bids is confidential.
- 15.2 Any effort by the Bidder to influence the Procuring Entity's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid.

F. Award of Contract

16. Award Criteria

- 16.1 Subject to ITB Clause 18, the Procuring Entity will award the Contract to the Bidder whose bid is determined to be substantially responsive to the requirements of the bidding documents, and who offered **the Lowest Evaluated Bid**, provided that the Bidder has been determined:
- (a) to be eligible pursuant to Clause 2;

(b) to comply with qualification requirements, in accordance with Clause 2, and any technical requirements and technical evaluation criteria disclosed in the bidding documents.

17. Procuring Entity's Right to Vary Quantities at Time of Entering into a Contract

17.1 The Procuring Entity reserves the right, when entering into a contract, to increase or decrease the quantity of goods and related services specified in the Schedule of Requirements, by the percentage indicated in the *Bid Data Sheet*, no change in the unit price or other conditions shall be made (an increase of quantity not exceeding 10 percent variation).

18. Procuring Entity's Right to Accept Any Bid and to Reject All Bids

18.1 The Procuring Entity reserves the right to accept or reject any bid or all bids, and to cancel the bidding process at any time prior to award of contract, without thereby incurring any liability to Bidders and without being required to inform the Bidder or Bidders of reasons of such actions.

19. Notification of Award

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

19.2. The notice of acceptance shall be equal to entering into a Contract, provided that the Bidder furnishes the performance security and the signed Contract.

19.3. At the same time that the Procuring Entity notifies the successful Bidder in accordance with sub-clause (1), the Procuring Entity will notify all other Bidders of the name of successful Bidder, and his bid price.

20. Signing of Contract and performance security

20.1 At the same time with notification of award, the Procuring Entity will send the successful Bidder the Form of Contract contained in the bidding documents. The successful Bidder shall sign and date the Contract, and return it to the Procuring Entity during seven (7) days of receipt of notice of award.

20.2 Together with the signed Contract, the Bidder shall, if required to do so by the *Bid Data Sheet*, furnish the Procuring Entity with a Performance Security in the amount and form specified in the *Bid Data Sheet*.

20.3 If the successful Bidder fails to furnish the performance security, if required to do so, or during 7 (seven) days fails to return the Contract signed by him, then it shall be a sufficient ground to refuse the award of Contract, and to forfeit the bid security, or execute the bid-securing declaration. In that case the Procuring Entity shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Procuring Entity to reject all bids.

21. Settlement of disputes

21.1 To settle the disputes which may arise during the execution of Contract, the parties shall follow the procedure referred to in the *Bid Data Sheet*.

22. Corrupt and Fraudulent Practices

22.1 The Procuring Entity requires that Bidders observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Procuring Entity:

(a) will reject the bid if it establishes that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question;

(b) will declare the Supplier, for indefinite or specified period of time, to be ineligible to participate in state-financed biddings, in accordance with applicable debarment procedures.

23. Compliances

23.1 Bidder must submit valid certificates of compliances from Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration (*where applicable*).

24. Defects Liability:

24.1 The “Defects Liability Period” for the goods and related services is months from the date of taking over possession 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 construction free of cost to the Procuring Entity.

Bid Data Sheet (BDS)

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	Name, address, telephone number, and e-mail of Procuring Entity; _____ The subject of the procurement is: [... <i>insert brief description of the procurement</i>]
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the following minimum qualification criteria: (a) experience as a supplier in carrying out of 2 (two) or more supplies for the last 3 (three) years; (b) volume of supplies for not less than G\$..... equivalent to Guyanese Dollars for the last 3 (three) years.
ITB 4.1	Language of Bid _____ (specify language; also indicate, if applicable whether any supporting technical documentation may be in another language or has to be translated)
ITB 5.1	Other documents to be submitted includes; IRD and NIS Compliances, TIN Certificate and VAT Registration (if the item/s being procured is/ are VATable).
ITB 6.1	The price quoted by bidders shall be on the basis of _____ for goods delivered from abroad, and _____ for goods delivered from Guyana [the Procuring Entity may <i>select appropriate INCOTERMS, as an alternative to the formulation in Clause 12.1</i>]
ITB 7.1	Currency of Bid _____ (specify currency)
ITB 8.1	[A bid security between 1 – 2% of the tendered sum is required] [The form of bid security in accordance with annex 11] and [A signed Bid Securing Declaration in accordance with Annex 12 is required] <i>(retain only the applicable variant)</i>
ITB 9.1	The period of validity of bid _____ <i>(this period should be sufficient to complete bid evaluation and enter into a contract)</i>
ITB 11.1	Deadline and place for submission of bids at « _____ » hours on « _____ » day of _____ 200____. <i>at the address: _____</i> <i>(specify address)</i>
ITB 13.1	Time and place for opening of bid: _____

	<p>_____ (specify address)</p> <p>(the date and time of opening should coincide with a deadline for submission of bids)</p>
ITB 17.1	<p>Increase or decrease in the quantity of goods and services by _____ percent (to be determined) in accordance with ITB Clause 27</p> <p>(this possible clause shall apply where necessary)</p>
ITB 20.2	<p>[A performance security is not required] [The amount and acceptable form(s) of the performance security are as follows: _____] (retain only the applicable variant)</p>
ITB 21.1	<p>Disputes that may arise in the performance of the contract shall be settled in accordance with the Procurement Act 2003</p>
ITB 24.1	<p>The duration of the defects liability period is [.....] following provisional acceptance..</p>

General Conditions of Contract (GCC)

The General Conditions are the Standard General Conditions of Contract. No alteration shall be made on the pages of these Conditions. The Procuring Entity, when amending or supplementing the General Conditions of Contract should do so only in the Special Conditions of Contract. Any amendment or addenda of the General Conditions of Contract shall conform to the legislation of Guyana.

1. Definitions and application

1.1 This Contract lists below the terms that have the following interpretation:

- (a) “**Contract**” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Form of Contract signed by the parties, including all attachments and appendices thereto and all the documents referenced therein;
- (b) “**Contract Price**” means the price payable to the Supplier under the Contract for complete and proper performance of his contractual obligations;
- (c) “**Goods**” means the item(s) referred to in the SCC;
- (d) «**GCC**» - means the General Conditions of Contract contained in this Section;
- (e) “**SCC**» - means the Special Conditions of Contract;
- (f) “**Procuring Entity**” – means the Procuring entity carrying out the procurement of Goods, specified in the SCC;
- (g) “**Supplier**” – means an individual or legal entity, or a combination of any abovementioned forms which operate under the existing agreement as a joint venture and supply the Goods and Services under the Contract;
- (h) “**Day**” –means calendar day.

1.2 The General Conditions of Contract shall apply in the procurement of goods; the specific amendment, addition and alteration shall be indicated in the Special Conditions of Contract.

1.3 Warrant requirements are as may be specified in the special conditions of contract.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The contract shall be read as a whole.

3. Performance Security

- 3.1 If required by the SCC, during seven (7) days of receipt of notification of award, the successful Bidder shall furnish the Procuring Entity with the performance security the amount and form of which are indicated in the SCC.

4. Packing

- 4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to final destination specified in the Contract, and as may be required by the Special Conditions of Contract.

5. Delivery, Transportation, Mobilization Advance

- 5.1 The Supplier must deliver the Goods within the periods and to the Destination point indicated in the Schedule of Requirements and shall provide the documentation indicated in the SCC. Subject to the SCC, transportation of the Goods to the place specified by the Procuring Entity shall be carried out and paid by the Supplier, and related costs shall be included in the Contract Price.
- 5.2 Except where the related works involve civil works, a mobilization advance of twenty (20) percent of the cost of the civil works shall apply.

6. Payment

- 6.1 The payment to the Supplier for the Goods delivered shall be made in accordance with the Contract in the form and within the periods specified in the SCC.
- 6.2 If the Procuring Entity does not pay the Supplier the sum due within the periods specified in the Contract, in that case the Procuring Entity shall pay the Supplier [interest at the rate specified or determined pursuant to the Special Conditions of Contract].

7. Prices

- 7.1 Prices established by the Supplier in the Contract for goods delivered shall not vary from the prices quoted by the Supplier in his bid.

8. Assignment

- 8.1 The Supplier shall not assign, in whole or in part, his obligations under the Contract to the third party for the execution without the Procuring Entity's prior written consent.

9. Delays in the Supplier's Performance and liquidated damages

- 9.1 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*.
- 9.2 Except for provided under GCC Clause 13, the delay in the Supplier's performance of his delivery obligations shall render the Supplier liable for payment of liquidated damages in the amount specified in the SCC, unless an extension of time is agreed upon by the parties without application of liquidated damages. Once the maximum deduction specified in the SCC is reached, the Procuring Entity may consider termination of the Contract, in

accordance with Clause 10 of the General Conditions of Contract.

10. Termination

- 10.1 The Procuring Entity, without detriment to any other sanctions of infringement of the provisions of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver the portion or all of the Goods within the periods provided for in the Contract, or within an extension period of that Contract, or to perform any of his obligations under the Contract;
 - (b) if bankruptcy procedures are applied to the Supplier, or it is declared insolvent.
 - (c) if the Supplier, in the Procuring Entity's opinion, has engaged in corrupt, fraudulent, collusive or coercive practices when entering into or executing the Contract;
 - (f) If the Procuring Entity deems that continued implementation of the contract would no longer be expedient from the standpoint of the public interest
- 10.2 The notice of termination shall specify the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 10.3 Notwithstanding clauses 9 and 10.1, the Supplier shall not forfeit his performance security, and shall not be liable for payment of liquidated damages, or termination for default, if delay in executing the Contract or failure to perform obligations under the Contract is the result of an event of force majeure. When force majeure arises, the Supplier shall promptly notify the Procuring Entity in writing of such circumstance and its causes.
- 10.4 When the contract is terminated in accordance with clause 10.1(d), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

11. Settlement of Disputes

- 11.1 If any dispute or disagreement arises between the Procuring Entity and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement amicably by mutual consultation.
- 11.2 If during twenty one (21) days, the parties failed to resolve their dispute or disagreement by mutual consultation; either the Procuring Entity or the Supplier may send the other party the notice of intent to commence arbitration, if an arbitration is incorporated in the Contract in

the Special Conditions of Contract or otherwise agreed by the parties, or in the Court of General Jurisdiction if no arbitration is envisaged, and no arbitration or litigation in respect of that matter may be commenced unless such notice is given.

Any dispute or disagreement in respect of which the notice of intent is sent to commence trial shall be heard by the [Court of General Jurisdiction].

- 11.3 Notwithstanding any reference to dispute settlement herein, the parties shall continue to perform their obligations under the Contract, unless they agree otherwise.

12. Applicable Law

- 12.1 The Contract shall be interpreted in accordance with the laws of Guyana.

13. Formal Communication between the Procuring Entity and the Supplier

- 13.1 Any notice given by one party to the other pursuant to the Contract shall be in force if it is done in writing and sent at the address of other party in the SCC.

- 13.2 A notice shall be effective when delivered or on the specified date, whichever is later.

14. Taxes and Duties

- 14.1 The Supplier shall be fully responsible for all taxes, duties, license taxes, etc., levied in accordance with the legislation of Guyana, and subject to the application of INCOTERMS in accordance with the SCC.

15. Retention

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

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

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

GCC Clause No.	Special Conditions of Contract
1	Definitions
1.1 (f)	The Procuring Entity is _____ <i>(full name, legal address, phone, fax and e-mail of Procuring Entity)</i>
1.1 (g)	The Supplier is _____ <i>(indicate full name, legal address, phone, fax and e-mail of Supplier)</i>
1.1(c)	The Subject of procurement _____ <i>(brief description of subject)</i>
1.3	[... describe any applicable warranty requirements]
3.1	[The amount and form of Performance Security (it should not exceed ten (10) percent of the Contract price) _____]] [A performance security is not required]
4.1	Packing _____ <i>(specify packing methods, or delete if not applicable)</i>
5.1	Delivery, Transportation The following documentation is to be provided by the Supplier to the Procuring Entity: (1) Copies of Supplier's invoice indicating a description, quantity, unit price of the Goods and sum total; (2) shipping order, railway receipt or truck receipt; (3) Warranty certificate of Manufacturer or Supplier; (4) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any); (5) Certificate of origin; (6) Certificate of conformity <i>[The above list may be modified or supplemented to reflect the particular circumstances and nature of the procurement, such as a Manufacturer's Authorization in accordance with Annex 13].</i>

6.1	Payment Form _____ and periods of payment _____
9.2	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 ten (10) percent of the Contract Price)
11.2	Settlement of Disputes Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.

Schedule of Requirements

The delivery schedule expressed as days specifies hereafter the date of delivery to destination point. In column “the delivery schedule”, the Procuring Entity shall indicate the date from which schedule starts. It should be either the date of award, or the date of signing of Contract, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid shall specify only reference to that schedule.

Item No.	Brief Description of Goods	Quantity	Place of Delivery	Delivery schedule _____ days as of ____ __ 201__.

TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

The Technical Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be used 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.

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be supplied, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that are substantially equivalent to the standards and codes mentioned will also be acceptable.

Use of standardized technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.”

QUALIFICATION INFORMATION

1. For individual bidders or individual members of a joint venture

1.1 Legal status of Bidder (*attach copy*).

Place of registration: _____

Principal kind of business: _____

Power of attorney for signing the Bid (*attach*).

1.2 Total volume of supplies executed for the last (2) two years in Guyana dollars:

_____ [million] Guyana Dollars in 200__.

_____ [million] Guyana Dollars in 200__.

1.3 Supplies of a similar nature executed by the Supplier during the last two years (*not less than three (3) supplies*)

№	Name of Goods	Name of Clients, address and telephone	Contract Price

1.4 Copies of financial reports for the last three years (*balance sheets, loss and profit statements, auditors' reports, etc.*). *List below and attach copies.*

1.5 Evidence of access to financial resources (*cash in hand, lines of credit, overdraft facility etc.*). *List below and attach copies of supporting documents.*

1.6 Evidence of compliance with NIS, IRD and TIN Certificate and VAT Registration for VATable item/s. (*attach supporting documents*).

1.7 Information on all claims, arbitration or other legal proceedings currently being examined or already settled.

Other party (ies) of trial

Cause of dispute

Amounts disputed

2.0 Any other information required by the Procuring Entity to execute the Contract

2.1 The Supplier certifies that he meets all the qualification criteria and requirements, in accordance with normative legal documents.

I certify the authenticity of all the above information.

(Full name) (Title) (signature and seal)

Dated on «_____»day of _____ 200__.

(date)

SUPPLIER'S BID

Date: _____
IFB No: _____

TO: _____
(Name and address of Procuring Entity)

Dear Sir / Madam,

Having examined the bidding documents, including the Annexes and Addenda No _____ [specify number], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and provide _____ [description of goods and related services] in accordance with the requirements of the bidding documents to the total sum of _____ [Total Amount of Bid in Words and Figures], confirmed by the attached Price Schedule which is a part of this Bid.

- (a) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have no conflict of interests pursuant to subclause 2 (i) of the Instructions to Bidders;
- (b) We, including all subcontractors, regarding any part of the Contract, in accordance with the bidding documents, have not been declared by the [authorized State body] [National Board] on procurement to be ineligible, or are not ineligible, in accordance with the legislation of Guyana.

We undertake, if our Bid is accepted, to supply the Goods, in accordance with a delivery schedule given in the Schedule of Requirements.

If our Bid is accepted, we undertake to furnish the Performance security in the form of _____ to the amount of _____, comprising _____% of the Contract Price in order to execute the Contract properly and within the time period(s) specified in the Bidding Documents.

We hereby confirm that this bid shall be valid during _____ days starting from the date established for bid opening, and it shall be binding until the expiry of the indicated period.

Prior to the preparation and execution of a formal Contract, this Bid together with your written confirmation of its acceptance shall form a binding Contract on the parties.

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

Dated the _____ day of _____ 200__.

Duly authorized to sign the Bid for and on behalf of

(name of Supplier)

(Title)

(Signature and seal)

PRICE SCHEDULE

Lot No.	Brief description of goods	Quantity	Unit price	Total price	Total cost including delivery

Supply Contract for Goods

THIS CONTRACT made the _____ day of _____ 200__ between _____ [name of Procuring Entity] (hereinafter referred to as "the Procuring Entity"), on the one hand, and _____ [name of Supplier] from _____ [city and country of Supplier] (hereinafter referred to as "the Supplier"), on the other hand have come to an Agreement on the following:

The Procuring Entity has announced bid for procurement of goods and services, namely _____ [brief description of goods and related services] and has accepted the Supplier's bid for the supply of indicated goods and services to the sum of _____ [Contract Price in words and figures] (hereinafter referred to as "the Contract Price").

THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, the terms and expressions have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall form the Contract and shall be deemed its integral part, viz.:
 - (a) Procuring Entity's Notification of Award;
 - (b) Bid and Price Schedule submitted by Bidder;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) General Conditions of Contract;
 - (f) Special Conditions of Contract;
 - (g) Other documents included in the Contract documents;
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 Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services, and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby agrees to pay the Supplier in consideration of the delivery 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 of the foresaid, the parties hereto have caused this Contract to be executed in accordance with the legislation of Guyana the day and year first above written in the beginning of the document.

Signed and Sealed _____ [Full name and title of Procuring Entity's representative]
Signed and Sealed _____ [Full name and title of Supplier's representative]

**BID SECURITY
(Bank Guarantee)**

Whereas _____ [*name of Bidder*] (hereinafter referred as "the Bidder") is ready to submit his bid dated _____ [*date of bid submission*] for the supply _____ [*name and/or description of goods*] (hereinafter referred as "the Bid"),

KNOW ALL PEOPLE, that WE _____ [*name of Bank*] from _____ [*name of country*], having our registered office at the address _____ [*address of Bank*], (hereinafter referred as "the Bank"), are bound to _____ [*name of Procuring Entity*] to the sum of _____, by which payment to the indicated Procuring Entity shall be made in whole and in a timely manner; the Bank is bound on behalf of its name, its successors and authorized persons. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the guarantee, and the person(s) signing that guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, it is already received and there is no other approval required.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
 - (a) Withdraws his Bid during the period of bid validity specified by the Bidder on the Form of Bid; or
2. If the Bidder having received notice from the Procuring Entity that his bid is accepted within the period of bid's validity:
 - (a) fails or rejects to sign the Contract at the request of; or
 - (b) fails or rejects to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay the Procuring Entity the above sum upon receipt of his first written request, without needing the Procuring Entity to show grounds or reasons of that request, provided that the sum requested by the Procuring Entity is due to him because of the occurrence of one or two or both conditions, specifying the condition or conditions occurred.

This guarantee shall remain in force during _____ days inclusive following the expiry of the bid validity period, and any request in respect thereof should reach the Bank not later than the abovementioned date.

(Full name of Bank's representative)

(Title)

(Signature and seal)

Dated on « ____ » day of _____ 200__.

Address of the Bank issuing guarantee: _____

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]

Dated on _____ day of _____, _____ [insert date of signing]

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(day/ month/ year):
IFB No:[insert number of bidding process]
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 sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 1.3 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]*

**PERFORMANCE SECURITY
(Bank Guarantee)**

TO: _____
[Name of Procuring Entity]

WHEREAS _____ *[name of the Supplier]* (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. _____ *[Contract number]* dated _____ 200 _ to supply _____ *[description of Goods and Services]* (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank to the sum specified therein as a security for compliance with the Supplier's obligations under the Contract,

AND WHEREAS we have agreed to furnish the Supplier with a security,

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Supplier, up to a total of _____ *(amount of security in words and figures)* and, we undertake to pay you, on your first request notifying of the Contractor's default with the Contract, and without cavil or argument, any sum or sums within the above limits, as aforesaid, without your needing to show grounds or reasons of your request or the sum specified therein.

Any modification or addition, or amendment in the terms of Contract which may be made by the Procuring Entity and the Supplier by Additional Agreement shall in no way release us from obligations under the Guarantee, and we waive any notice of modification, addition, or amendment. This guarantee shall be valid until full completion of the Contract Conditions by the Supplier. Also, we confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing the guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors or of General Stockholders Meeting is required, it is already received, and there is no other approval required

This guarantee shall be valid till the ____ day of _____ 200_.

(Full name of Bank's representative) (Title) (signature and seal)

Dated on _____ day of _____ 201_.

Address of the Bank issuing guarantee: _____

Letter of Acceptance
(Letterhead paper of Procuring Entity)

_____ (date)

To: _____
(Name of Supplier)

(address of Supplier)

We hereby notify you that your bid dated the ____ day of _____200__, for the supply of goods _____ (*description of goods*) up to a total of _____
(*amount in figures and words*)

as amended and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

Simultaneously, we send you the Form of Contract and request you, pursuant to Clause 20.1 of the Instructions to Bidders, during seven (7) days to sign and date the Form of Contract, and return it at our address. Jointly with the signed Contract, we request you to furnish the performance security, in accordance with ITB Clause 20.2.

You hereby entrusted to start supply of the Goods, in accordance with the terms and conditions of a Contract.

Name of agency _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: the Contract

Power of Attorney

TO: _____ *[name of Procuring Entity]*

WHEREAS _____ *[name of Supplier]*,
who is the Supplier _____ *[name and/or description of goods]*.

do hereby authorize _____ *[name and address of Supplier's Representative]* to submit the Bid, and sign the Contract based on *Invitation for Bids* for the abovementioned goods to be supplied by us, and

[Full name, title, signature for and on behalf of Supplier]

Dated on « _____ » day of _____ 200____. (seal)
(date)

Note: _____
The power of attorney must be drafted on a letterhead paper of the Supplier, and signed by a competent person authorized by the Supplier. The Bidder shall include this power of attorney in his Bid.

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 offer 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.