

GOVERNMENT OF GUYANA



Standard Bidding Documents

PROCUREMENT OF SMALL WORKS

*(For Contracts procuring lump sum non-consultative
services valued G \$0.8M – G \$5M)*

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Introduction

These Standard Bidding Documents (SBD) have been prepared by the NPTA for use by the Procuring Entities in the procurement of works through tendering with unlimited and limited participation for small works 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 Law.

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 overleaf.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement are encouraged to contact:

[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

NPTA

GEORGETOWN

[..... insert date of issuance]

Contents

Invitation for Bids (IFB)	.....	4
Instructions to Bidders	.....	5
Bid Data Sheet	.....	8
Qualification Information	.....	10
Bid Form	.....	12
Bid Securing Declaration	.....	13
Letter of Acceptance and Notice to Proceed with the Work	.....	14
General Conditions of Lump Sum Contract Small	.....	15
Special Conditions of Contract	.....	20
Contract for Works	.....	21
Technical Specifications	.....	22
Activity Schedule	.....	23
Bank Guarantee for Advance Payment	.....	24
Performance Security	.....	25
Evaluation Criteria	.....	26

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 works
.....
.....[insert brief description of works and location], which are listed on the attached Table of Works.

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:

(Address, telephone (fax) numbers and email of Procuring Entity)

3. All bidders should submit their bids not later than _____ hours on _____ day of _____ 201__ at the address:

(Address of Procuring Entity)

All late bids shall be rejected and returned to bidders unopened.

4. Bids should be valid during _____ days of the date of bid opening.

5. Bids shall be opened by tender commission in the presence of bidders’ representatives who wish to attend at _____ hours on ___ day of _____ 201__ at _____ the address:

Manager of Procuring entity.....
Full names

INSTRUCTIONS TO BIDDERS (ITB)**1. Scope of Works**

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

2. Qualification of the bidder:

The bidder shall meet the qualification requirements set forth in the Special Conditions of Contract and shall provide the qualification information requested in the Qualification Information Form annexed hereto (see Part E of these bidding documents).

3. Bid Price

- 3.1 The contract shall be for the whole works as described in drawings and technical specifications.
- 3.2 All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- 3.3 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.

4. Bid Security/ Bid Securing Declaration

- 4.1 Bid Security (Not Applicable).
- 4.2 Bid Securing Declaration in accordance with the form in Annex F is applicable.

5. Submission of Bids

- 5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.
- 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 Bidder must submit valid certificates of compliance from the Guyana Revenue Authority (GRA), and National Insurance Scheme (NIS), and VAT registration (*where applicable*) – (ITB 5.3)
- 5.4 Enclosed in the Bid Document are the following:
 1. Instructions to Bidders
 2. Bid Data Sheet
 3. Qualification Information

4. Bid Form
5. Bid Securing Declaration
6. Letter of Acceptance and Notice to Proceed with the Work
7. General Conditions of Contract
8. Special Conditions of Contract
9. Contract for Works
10. Technical Specifications
11. Activity Schedule
12. Bank Guarantee for Advance Payment
13. Performance Security
14. Evaluation Criteria

5.5 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 ITB

5.6 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).

5.7 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.

5.8 Any bid received by the Procuring Entity after the deadline for submission of bids will be rejected and returned unopened to the bidder.

6. Validity of Bid

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

7. 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.

8. 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.

9. Evaluation of Bids

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

- (a) are properly signed ; and

(b) conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

- 10.1 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 and who meets the specified qualification criteria.
- 10.2 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.
- 10.3 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.

11. Performance Security

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

12. Defects Liability:

The “Defects Liability Period” for the work 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.

13. Construction materials

Supply of all construction materials meeting applicable standards shall be the responsibility of the contractor.

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 works are: <i>insert brief description of the works</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> <p>(a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than GYD in the last three years;</p> <p>(b)* should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);</p> <p>(c)* should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);</p> <p>(* Delete whichever is inapplicable.)</p>
ITB 4.2	<p>The Bid Securing Declaration will be executed, if the Bidder:</p> <p>(a) withdraws his/her bid after it is opened during the period of validity specified in the bid; or,</p> <p>(b) having been awarded the contract fails:</p> <p>(1) to sign the contract on the terms and conditions provided in his bid; or</p> <p>(2) to furnish the Performance Security, if required to do so.</p>
ITB 5.3	<p>Certificates of compliance from GRA and NIS, and VAT registration</p> <p><i>(a) Not applicable to local contractors executing works within Regions 1, 7,8 and 9</i></p> <p><i>(b) Applicable for all other procurement</i></p>
ITB 5.6	<p>Deadline and place for submission of bids at _____ hours on _____ day of _____ 201____.</p> <p>at the address: _____</p> <p style="text-align: center;"><i>(specify address)</i></p>

ITB 6	The period of validity of bids is days following the deadline for submission of bids.
ITB 7	
ITB 11	<p>[A performance security is required in the amount of % of the contract price is required and may be in the form of a bank guarantee, check or cash.] (retain only the applicable alternative).</p> <p><i>(a) Not applicable to local contractors executing works within Regions 1, 7,8 and 9</i></p> <p><i>(b) Applicable for all other procurement (5% of contract sum).</i></p>
ITB 12	The duration of the Defects Liability period is following provisional acceptance..

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 Civil** Engineering construction work performed in the last three years (in GYD) _____

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

Project Name	Name of Procuring Entity	Description of work	Contract No.	Value of contract (GYD)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

Description of Work (1)	Place & State (2)	Contract No. & Date (3)	Value of Contract (GYD) (4)	Stipulated period of completion (5)	Value of works* remaining to be completed (GYD) (6)	Anticipated date of completion (7)

* Enclose a certificate from Engineer concerned.

** Modify as appropriate.

1.4 Proposed subcontracts and firms involved. (Not Applicable)

1.5 Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, Bank Overdraft 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

1.8 Equipment availability must be supported by proof of ownership and an affidavit to commit equipment for the period of need on project.

BID FORM

Description of the Works*:

To:

Subject : Construction of

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

Sir,

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

GYPD ** _____ [in figures]

GYPD _____ [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.

BID SECURING DECLARATION

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

Date (day/month/year):
IFB 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]

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

**LETTER OF ACCEPTANCE AND NOTICE TO PROCEED WITH THE WORK
(LETTERHEAD OF THE PROCURING ENTITY)**

Dated: _____

To: _____ [Name and address of the Contractor]

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 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 work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period. With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

Authorized Signature

Name and title of Signatory

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

General Conditions of Contract Small Works

1. Definitions and interpretation

The terms below shall be interpreted as follows:

"Procuring Entity" means the party, as defined in the Special Conditions of Contract, which employs the Contractor to execute the Works.

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

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

"Engineer" means a competent person, identified in the SCC, appointed by the Procuring Entity to be the Engineer, and notified to the Contractor, to be responsible for supervising the execution and quality of the Works.

"Works" means that the Contractor should construct, install, and hand over to the Procuring Entity under the Contract the execution of quantity of the Works, or completion of the Works, 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) Contractor'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 works (hereinafter referred to as the “total cost”) is as specified in the Contract Form..

3. Mobilization Advance

3.1 Payments to the contractors for the construction work will be released by the Procuring Entity in accordance with the interim payment invoices certified by the engineer. An advance mobilization payment may be paid in the amount of

- 30 % In Regions 1, 7, 8 and 9 and
- 15 % elsewhere ;

of the contract sum upon the provision of a mobilization advance bond provided by the contractor for the sum to be advanced.

3.2 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the contractor, following the schedule of completed percentages of the works on a payment basis.

4. Liquidated Damages for delay

Any willful delay on the part of the Contractor in completing the construction 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. *Thereafter the procuring entity has the right to cancel the contract and demand all forms of damages.*

5. Duties and responsibilities of Procuring Entity

5.1 [The Procuring Entity shall be responsible for providing regular and frequent supervision and guidance to the Contractor for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the procuring entity, for checking quality of material and construction to ensure that it is as per the bill of quantities.]

5.2 The Procuring Entity shall supply drawings, specifications and guidelines to the contractor for the proposed works.

5.3 Possession of the site will be handed over to the contractor within 7 days of signing of the agreement.

5.4 The Engineer or such other person as may be authorized by the Procuring Entity shall hold meeting once in a month (or any other time prescribed by the Procuring Entity) where the Contractor or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

5.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the Contractor. The Contractor will carry out the

instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the Procuring Entity as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the Procuring Entity or the engineer to have the deviations rectified at the cost of the second party.

5.6 Retention

5.6.1 For the purposes of correction of possible defects, the Employer shall retain from each payment a portion of the funds in the sum of 10 % of the contract sum and pay 5% on completion of contract and remaining 5% after expiration of Defects Liability period.

(Contractor will be allowed to withdraw from the Retention sum on the provision of a bond to cover the entire sum)

5.6.2 On the Completion Date half of the whole retention shall be returned to the Contractor and the second half shall be returned after completion of the Defects Correction Period, provided that all Defects indicated in the notice and certified by the Engineer have been corrected.

5.6.3 After entire completion of Works, the Contractor may substitute retention money with an "on demand" bank guarantee.

6. Duties and responsibilities of the Contractor

6.1 The Contractor shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the Procuring Entity and seek necessary clarification ;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the Procuring Entity informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the Procuring Entity; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (Procuring Entity will effect deduction from running bills in respect of such taxes as may be imposed under the law).

7. Variations / Extra Items

The works shall be executed by the Contractor in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the Procuring entity issues instructions for execution of extra items, the following procedure shall be followed:-

- a) The Contractor shall provide the Engineer with a quotation for carrying out the extra works when requested to do so by the Engineer. The Engineer shall assess the quotation which shall be given within seven (7) days of request, and seek the approval of the awards board before the extra works are ordered.
- b) If the quotation given by the contractor is unreasonable, the Engineer may order the extra work and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra work on the Contractor's costs.

8. 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.

Note:

- **Not required for local contractors executing works within Regions 1, 7, 8 and 9.**
- **For all other procurement 5% of contract sum).**

9. Termination

9.1 The Procuring Entity may, by written notice, terminate the Contract if the Contractor causes a fundamental breach of the Contract.

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

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;

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

- 9.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site immediately.

10. Payment upon Termination

- 10.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 10.2 If the Contract is terminated at the Procuring Entity's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

11. Dispute settlement

- 11.1 If, any dispute over the works 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.
- 11.2 In the event of agreement not being reached, the matter may be referred by either party in accordance with the procurement act.

12. Penalties

A penalty for slow or non-performance will be imposed as per 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.

(Note: This means that after 10 % of the contract sum is deducted for penalties, the Procuring Entity has the right to cancel the contract and demand all forms of damages).

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> The Contractor is : _____ _____ <i>[insert name, address, telephone, fax, e-mail and name of authorized representative].</i> The Engineer is : _____ _____ <i>[insert name, address, telephone, fax and e-mail].</i> The Works consist of _____ _____ <i>[insert brief summary and location].</i></p>
GCC 3.1	<p>[Payment of the mobilization advance is subject to submission of a mobilization advance bond guarantee to cover the advance.</p> <p>30% regions 1,7,8& 9 and 15% elsewhere</p>
GCC 5	<p>The completion date is [... insert date]</p>
GCC 4	<p>Liquidated Damages</p> <p>Applicable rate: _____ for untimely execution of order.</p> <p>Maximum deduction: _____.</p> <p>Applicable rate should not exceed half (0.05) percent per week , and the maximum amount should not exceed five (5%) percent of the Contract Price. (Waiver to be granted for Regions 1,7, 8 and 9.)</p>
GCC 8	<p>A performance security is required. The amount and form of Performance Security is:</p> <p>_____</p> <p><i>(should not exceed 10% of Contract Price)(retain only the provision that is applicable)</i></p>
GCC 11.2	<p>Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana</p>

CONTRACT FOR WORKS

CONTRACT

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

BETWEEN the Procuring Entity (name and address of organization)

and the Contractor (name and address of organization)

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

In view of that, the Procuring Entity wishes to have the Contractor execute _____ [insert name of Contract] (hereinafter called the Works) and the Procuring Entity has accepted the Contractor’s Bid for the execution and completion of the Works, 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 Contractor in accordance with the above-stated, the Contractor shall enter into the Contract with the Procuring Entity to execute and complete the Works, and to correct any defect therein in full accordance with conditions of the Contract.
2. The Procuring Entity shall pay the Contractor in consideration of the execution and completion of the Works 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

CONTRACTOR

(signature and seal)

(signature and seal)

(name, last name, title)

(name, last name, title)

TECHNICAL SPECIFICATIONS

[... *include technical specifications, plans, drawings*]

ACTIVITY SCHEDULE

The approximate Bill of Quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications to enable the bidder to furnish the price.

Bidders may, however, note that no variation in the lump-sum cost is acceptable (except where extra items are ordered by the Engineer).

Sl.No.	Description of Work	Unit	Qty.	Price
Total price				

Note: Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

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 Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Procuring Entity] a bank guarantee or a surety approved by the procuring entity 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 Contractor, 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 Contractor, 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 Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Procuring Entity] and the Contractor, 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 Contractor.

Yours truly,
Signature and seal: _____
Name of Bank/Financial Institution: _____
Address: _____
Date: _____

PERFORMANCE SECURITY

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor 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 Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor 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 Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor 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

NON-FINANCIAL ASSESSMENT	Administrative Compliance	RESPONSIVE
	Must conform to applicable Administrative Compliances (Yes/No)	(Yes/No)
1	Submission of Valid Company Registration	
	Submission of Valid Certificate of Compliance -GRA	
	Submission of Valid Certificate of Compliances -NIS	
	Submission of Valid VAT Registration	
	Completion of Form of Tender (signed)	
	Detailed Work Programme	
	Audited Financial Statement (for the last three (3) years)	
	Method Statement	
	Record of Past Experience or Similar Works (Minimum to be stated)	
	List of Equipment Proposed for the Project (Minimum to be stated)	
	List Qualification & Experience of Key Personnel (Minimum to be stated)	
	List of current Litigation	
	Completed Priced Bill of Quantities	
	Financial Capacity (Minimum to be stated)	
	MAIN EQUIPMENT	30
2	Excavator	Insert Points
	Motor Grader	Insert Points
	Front End Loader	Insert Points
	Bitumen Distributor	Insert Points
	Dump Truck	Insert Points
	Pneumatic Roller	Insert Points
	EQUIPMENT	15
3	Own	Insert Points
	Rent	Insert Points
	KEY PERSONNEL	30
4	Engineer- Experience >3 yrs	Insert Points
	Engineer- Experience <3 yrs	Insert Points

	Foreman- Experience >3yrs	Insert Points
	Foreman- Experience <3yrs	Insert Points
	PERFORMANCE RECORD	10
5	For 3 or more projects of similar nature	Insert Points
	For 2 or more projects of similar nature	Insert Points
	For 1 or more projects of similar nature	Insert Points
	OUTSTANDING PROJECTS BEING UNDERTAKEN	15
7	0 Project	Insert Points
	1-2 Projects	Insert Points
	3-4 Projects	Insert Points
	TOTAL POINTS	Insert Points

FINANCIAL ASSESSMENT

- (a) ***Tender Corrections: All responsive bidders are checked for arithmetical and other errors in accordance with ITB Clause 28.1 to show corrected and original sum.***
- (b) ***A Bidder must have at least 70 % as a minimum requirement and at least 50% of the points in each category of the Non-Financial Assessment (Items 2-7) before being considered for Financial Assessment.***
- (c) ***The Contract would be awarded to the Bidder whose bid is determined to be substantially Responsive to the Bid Document and who has offered the lowest evaluated Bid Price***