

GOVERNMENT OF GUYANA



Standard Bidding Documents

PROCUREMENT OF WORKS

(Valued above G \$5 million)

PROCUREMENT OF WORKS

(Value above G \$5 million)

Introduction

This Bidding Document for Procurement of Works – Larger contracts valued above G \$5 million has been prepared by the National Procurement and Tender Administration, for use in Guyana for small civil works using IDA’s May 2004 version of SBD for Procurement of Works (Smaller Contracts). The document complies with the provisions in the Procurement Act 2003 and the Procurement Regulations 2004. The same document can be used for procurement of Small works funded by other financial agencies with minor modifications.

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

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[Insert *date of issuance*]

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INVITATION FOR BIDS (IFB)

Date:
Source of financing:
IFB No.:

1. _____
(name of procuring entity)
hereinafter referred to as “the Employer”, invites eligible bidders to submit their bids for execution of _____

(Brief description of works and location)

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 _____
GYD at the following address:

(Address, telephone (fax) numbers and email of Purchaser or agency responsible for bidding)

3. All bidders should submit their bids together with the bid security for the amount of _____ GYD not later than _____ hours on “_____” day of _____ 200_ at the address: _____

(Address of Employer or agency responsible for bidding)

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 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 bid submission)

.....

Manager of Procuring entity

.....

/ Full name/

INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Scope of works and Source of Funds

The Procuring entity (identified in the *Bid Data Sheet* and hereinafter referred to as “the Employer”) for the execution of the Works described in the *Bid Data Sheet* and will use therefore funds indicated in the *Bid Data Sheet*.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all contractors from any country, exclusive of those prohibited by the legislation of Guyana or by another international agreement the participant of which is Guyana.
- 2.2 A bidder may be an individual or legal entity, or a combination of any abovementioned forms with a formal intent to enter into an agreement or to operate under an existing agreement in the form of a Partnership.
- 2.3 Government and municipal enterprises may only participate if they are legally and financially autonomous, and if they are legally eligible to carry on business.
- 2.4 Bidders should not have a conflict of interests, should not be associated (nor have been associated in the past), directly or indirectly, with any firm or any of its affiliates that has been engaged by the Employer to provide consulting services at preparation stage of the bidding documents, technical specifications, project and other documents to be used for procurement of works in accordance with this Invitation for Bids or being proposed as Engineer under this Contract.
- 2.5 A Bidder or any affiliate that has been engaged by the Employer to perform consulting services at preparation stage of the bidding and other documents shall not be entitled to participate in bidding, and if conflict of interests is found, bidder' bid shall be rejected.
- 2.6 Bidders should provide information on legal status, place of registration and principal type of business; a license to execute the works specifying identification number and validity period, and a written power of attorney of the signatory of the bid to assume obligations on behalf of the Bidder;
- 2.7 The bidder should not have more than one improperly performed procurement contract within the past two years preceding the commencement of the present procurement proceeding.
- 2.8 The bidder should not be insolvent, bankrupt, their property should not be controlled by judicial authority, their cases should not be commanded by court or by the person appointed by court, their commercial activities should not be suspended, and they should

not be a subject of such judicial proceedings;

- 2.9 The bidder should fulfill the tax and social insurance fund liabilities in Guyana;
- 2.10 Bidders, and their management personnel within three years preceding the commencement of procurement proceedings should not be associated with giving false information or a misrepresentation as to their qualification information for the purposes of entering into a procurement contract;
- 2.11 Bidders should provide information on the total annual volume of construction works executed for each of the last two years;
- 2.12 Bidders should provide information on major items of construction equipment proposed to carry out the Contract;
- 2.13 Bidders should provide information on the qualifications and experience of key management and technical personnel proposed for the Contract;

3. Qualifications of Bidders

- 3.1 Information on bidders' qualifications is to be included in Annex No. 9 "Qualification Information" to be incorporated in the bid.
- 3.2 A bid submitted by a partnership or syndicate consisting of two or more firm-partners should comply with the following requirements:
 - (a) The bid shall include all the above-listed information for each partnership or syndicate partner;
 - (b) the bid shall be made up and signed so as to be legally binding on all partners;
 - (c) one of the partners shall be nominated as being in charge, and his authorities should be confirmed by authorization to be signed by the authorized signatories of all partners;
 - (d) the bid should incorporate a formal agreement of partnership (or a letter of intent to establish one) which specifies, inter alia, that all partners shall be liable jointly and severally for execution of the Contract, and that the partner in charge shall be entitled to incur liabilities and receive instructions for and on behalf of any and all partners, and all operations on the execution of the Contract, including payment shall be done exclusively by the partner in charge.
- 3.3 To qualify for award of the Contract, bidders should meet the following minimum qualifying criteria, and provide the following information and documents with their bids:
 - (a) volume of construction work executed for the last 2 years should be not less than G\$

- (b) To own or to have the possibility to lease, hire, etc the essential construction equipment listed in the Qualification Information form;
- (c) Managers and line employees with experience in executing works of a similar nature and size for not less than 3 (three) years;

4. One Bid per Bidder

Each Bidder shall submit only one Bid, either individually or as a partner in a partnership or syndicate. All bids involving the Bidder who submits or participates in more than one Bid (exclusive of subcontractors, or permitted or required alternatives) shall be rejected from participation in bidding.

5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Employer shall not be responsible or liable for those costs.

6. Site Visit

The Bidder, at the Bidder's own responsibility and risk, may visit and examine the Site of expected Works and its surroundings. All information obtained by the Contractor individually while visiting the site, may be used by him to prepare the bid and enter into the Contract. The costs of visiting the Site shall be at the bidder's own expense. The bid submission means that the Bidder has examined the Site of future Works and has accepted all the existing conditions.

B. List of documents included in the bidding documents

7. Content of Bidding Documents

7.1. The set of bidding documents includes the following:

- (a) Instructions to Bidders (ITB);
- (b) Bid Data Sheet (BDS);
- (c) General Conditions of Contract (GCC);
- (d) Special Conditions of Contract (SCC);
- (e) Form of Bid;
- (f) Qualification Information;
- (g) Drawings;
- (h) Bill of Quantities;
- (i) Technical Specifications;
- (j) Form of Contract;
- (k) Form of Bid Security;
- (l) Form of Performance Security;
- (m) Form of Bank Guarantee for Advance Payment;
- (n) Form of Power of Attorney for signing the bid.

7.2 The Bidder shall examine all instructions, forms, conditions and technical specifications incorporated in the bidding documents. Failure to provide all information required in the

bidding documents, or submission of a non-responsive bid may result in rejection of his bid.

8. Clarification of Bidding Documents

- 8.1 The Bidder requiring any clarification of the bidding documents may address the Employer at the address *indicated in the Bid Data Sheet* in writing by fax or electronic messaging. The Purchaser will respond in writing to any request for clarification of the bidding documents to be received not later than 7 (seven) days prior to the deadline for submission of bids. Copies of response, including an explanation of matter's substance, but without identifying its source, will be forwarded by the Employer in writing to bidders who received the bidding documents within 3 (three) working days.
- 8.2 The Pre-bid conference will be conducted according to decision of the Purchaser and, if so, at the time, date and address indicated in the *Bid Data Sheet*. Before the conference Bidders may address the Employer with questions for the conference, and at the conference may ask any question and receive answer to the questions submitted regarding the bidding documents. All information obtained at pre-bid conference, requests of potential bidders related to clarification of the bidding documents, and responses to them shall be recorded by the Employer, and by the results of conference, a record is made and promptly communicated to all Bidders who received the bidding documents in order to enable bidders to take them into account when preparing their bids.

9. Amendment of Bidding Documents

- 9.1 In special circumstances, at any time before expiry of the deadline for submission of bids, the Employer, for any reason, whether at its own initiative or in response to request for clarification forwarded by the Bidder, may modify the bidding documents by issuing addenda to it. Any addenda issued shall be a part of the bidding documents, and should be sent to all bidders who received the bidding documents from the Employer, which may be done by using fax or electronic message. Bidders should confirm the receipt of each addendum in writing or by fax or electronic message, and these addenda shall be binding.
- 9.2 In order to give Bidders enough time to take into account the amendments introduced while preparing their bids, the Purchaser, at his discretion, may extend the deadline for submission of bids.

B. Preparation of Bid

10. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents related to this Bid that is exchanged by the Bidder and the Purchaser, should be written in the language *specified in the Bid Data Sheet*.

11. Documents Included in the Bid

The Bid prepared by the Bidder should include the following documents:

- (a) filled in Form of Bid;
- (b) qualification information and documents confirming that Bidder has a sufficient qualification required for the execution of the Contract in case if his bid accepted;

- (c) priced Bill of Quantities and priced list of consumable materials;
- (d) Bid Security provided in accordance with ITB Clause 15;
- (e) General Conditions of Contract and Special Conditions of Contract (signed by Bidder page-by-page);
- (f) Technical Specifications used for the execution of the Works;
- (g) Alternative offers (at the Purchaser's request);
- (h) other documents to be filled in by bidders in accordance with the requirements indicated in *the Bid Data Sheet*;
- (i) Power of attorney for signing the Bid.

12. Bid Price

- 12.1 The Contract is applicable to the whole amount of Works listed in priced Bill of Quantities and list of priced consumable material price presented by the Bidder in its bid.
- 12.2 The Bidder shall indicate the rates and prices for all kinds of works included in the Bill of Quantities, drawings and specifications. The kinds of works for which no rate and price is entered by the Bidder will not be paid for when executed, and it is considered that they are included in the rates and prices for other kinds of works.
- 12.3 When determining the bid price, the Bidder shall take into account the total value of labor, materials, plant, instruments, water, heat, electric power, transportation, machinery and equipment, and other services which are required during and for completion of the construction works.
- 12.4 All duties, taxes, and other levies payable by the Contractor under the current legislation of Guyana should be included in the bid price.

13. Bid Currency

The Bidder shall submit all documents on mutual settlements, and shall indicate the bid price in Guyana Dollars.

14. Period of Validity of Bids

- 14.1 Bids shall be valid during the number of days indicated in *the Bid Data Sheet* after the date of bid opening. The bid with shorter validity period should be rejected by the Employer as non-responsive to the bidding documents.
- 14.2 In exceptional circumstances, the Employer may request bidders to extend the period of validity of their bids for a certain period. Such requests and responses to them shall be made in writing, and may be sent by fax, telex or electronic mail. A Bidder may refuse the request on extension of the period of validity of his bid, without forfeiting the return of security. A Bidder agreeing to the request will not be required nor permitted to modify the bid, but will be required to extend the validity of bid security for a period of not less than 2 (two) weeks after the expiry of the extended period of bid validity.

15. Bid Security

- 15.1 The Bidder should provide, as part of his bid, the bid security (not more than two percent of bid price) in the amount and form specified in *the Bid Data Sheet* with a validity period of not less than 2 weeks after the expiry of a period of bid validity.
- 15.2 The Bid security should be expressed in the bid currency, or in another freely convertible currency, and shall be a bank guarantee issued by the bank located in Guyana or by local correspondent bank in case when the security is issued by the foreign bank, or in any other form permitted by the Bid Data Sheet, such as debenture bond, cash, shares accepted for public transactions, certificates of deposit to bearer or promissory notes.
- 15.3 All bids not having a security shall be rejected by the Employer as non-responsive to the bidding documents.
- 15.4 The bid security shall be returned to unsuccessful Bidders as soon as possible but not later than fifteen (15) days upon the expiry of bid validity period, or after furnishing the performance security by successful bidder.
- 15.5 The successful Bidder shall receive the bid security after the signing of Contract pursuant to ITB Clause 34, and after furnishing the performance security (in the case when required).
- 15.6 The Bid security may be forfeited:
- (a) if the Bidder:
 - (1) withdraws his bid after the opening during the period of bid validity specified in his bid;
 - (2) does not agree with the correction of arithmetical errors in his bid.
 - (b) in case of the Contract award to Bidder, if this Bidder fails:
 - (1) to sign the Contract on the terms and conditions specified in his bid, in accordance with ITB Clause 31, or
 - (2) to furnish the Performance Security, in accordance with ITB Clause 32.

16. Alternative offers at the request of the Purchaser

- 16.1 The Purchaser may request in the Bidding Documents for bid submission taking into account alternative conditions. In this case all requirements of the bidding documents are applied to alternative offers to that extent as well as to basic offers. The alternative offers shall not be considered, unless allowed or required in the bidding documents.
- 16.2 If so allowed by *the Bid Data Sheet*, the bidders wishing to submit the bids, taking into account the alternative conditions must also submit the bids that comply with the requirements of the bidding documents, including the basic technical features as indicated

in the drawings and specifications. In addition to submitting the basic Bid, the Bidders shall provide all information necessary for a complete evaluation of the alternative conditions by the Purchaser, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

- 16.3 Only the alternatives of Bidder who submitted the lowest evaluated Bid in accordance with the basic requirements of the bidding documents shall be considered by the Purchaser.
- 16.4 The Bidder, in his Bid, shall indicate the basic price of works to be executed, in accordance with the requirements of the bidding documents, and individually the price of works to be executed using the alternative offer.

17. Format and Signing of Bid

- 17.1 The Bidder should prepare 1 (one) original and 2 (two) copies of the bid clearly marking each as “**ORIGINAL OF THE BID**” and “**COPY OF THE BID**” accordingly. In the case of discrepancies between them, the original shall prevail.
- 17.2 The original and all copies of the bid shall be typed or written in indelible ink, and shall be signed by the Bidder or by a person (persons) having all authorities to sign the bid and obligations under the Contract. Permission to sign the bid should be specified in the power of attorney to be provided with the bid. All pages of the bid where new information, change or erasure inserted should be initialed (signed) by the person or persons signing the bid.
- 17.3 The bid shall contain no interlineations, erasures or overwriting, exclusive of the cases when the Bidder needs to correct errors which should be initialed by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Envelopes with Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address specified in the Invitation for Bids;
 - (b) bear the Invitation for Bids (IFB) name and number, and the words “**DO NOT OPEN BEFORE**” (insert the time and date of bid opening) specified in *the Bid Data Sheet*);
 - (c) Name and address of the Bidder
- 18.3 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Employer

will assume no responsibility for the bid's misplacement or premature opening.

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

19. Deadline for Submission of Bids

19.1 Bids must be received by the Employer at the address and on the dates specified in *the Bid Data Sheet*.

19.2 The Employer may, at his discretion, postpone the deadline for submission of bids for later period by modifying the bidding documents, and in this case the validity period of all rights and obligations of the Employer and the Bidders shall be extended subject to the changed deadline date.

20. Late Bids

All bids received by the Purchaser after the deadline for submission of bids specified by the Employer shall be rejected and returned to Bidder unopened.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw his bid after the bid submission, provided that the Employer will receive a written notice of modification or withdrawal of the bid before the expiry of determined deadline for submission of bids, duly signed by an authorized representative, and accompanied by a copy of the authorization.

21.2 The Bidder's modification or withdrawal notice should be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 18. In this case the outer and inner envelopes shall be additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate. A withdrawal notice may also be sent as a telegram by telex or fax with a subsequent written confirmation though post-office not later than the deadline for submission of bids.

21.3 No changes should be added in the bids after the expiry of the period determined for bid submission.

21.4 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity indicated by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of his bid security, in accordance with ITB Clause 15.6.

E. Opening and Evaluation of Bids

22. Opening of Bids by Employer

22.1 The Employer will open all bids in the presence of bidders' representatives who wish to attend it 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.

- 22.2 The envelopes marked as “**WITHDRAWAL**” and “**MODIFICATION**” will be opened first and read out. In this case the bids for which a withdrawal notice has been sent in accordance with Clause 21, the envelopes shall be returned to Bidders unopened.
- 22.3 The bidders’ names, the Bid prices, including alternatives (if alternatives permitted), price reduction specified in the Bidder’s bid, information on the presence or absence of required Bid Security, 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 in the bid opening, exclusive of the late bids which should return to Bidder unopened.
- 22.4 Bids (and modifications sent pursuant to ITB Clause 21.2) that have not been opened and read out at the opening shall not be accepted for further evaluation, irrespective of circumstance.
- 22.5 The Employer shall maintain the minutes of Bid opening where information to be disclosed to those who are present and to be promptly sent to the Authorized State Procurement Body is included.

23. Confidentiality Observance and Contacting the Purchaser

- 23.1 Information relating to the examination, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to other persons interested in this process until information on award of the Contract will be given to all Bidders.
- 23.2 No Bidder shall contact the Employer on any matter related to his bid from the date of bid opening and until the date of contract award, exclusive of requests for clarification of the bid.
- 23.3 Any effort on the part of any Bidder to influence the Employer’s decision on the bid evaluation, bid comparison, or the Contract award may result in the rejection of this Bidder’s Bid.

24. Clarification of Bids

During the bid evaluation, the Employer may, at his discretion, request the Bidder to give clarifications on his Bid. The request for clarification and the response should be given in writing, and in this case no change in the price or substance of the bid shall be sought, offered, or permitted, exclusive of the cases when required to correct arithmetical errors discovered by the Employer during the evaluation of bids in accordance with ITB Clause 26.

25. Preliminary examination of Bids

- 25.1 Prior to the detailed evaluation of bids, the Employer will examine the bids in order to determine whether they meet the eligibility criteria; whether there is a bid security, whether the documents have been properly signed; whether they are substantially responsive to the requirements of the bidding documents.

25.2 A substantially responsive bid is one which satisfies all the above provisions without a material deviation, reservation or omission. A material deviation reservation or omission is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

They concern, for example, such important provisions as the bid security, bidders' qualification information, and effect on the scope, quality, or performance of the works, taxes and insurance payments are deemed a material deviation. Determination by the Employer of each bid's degree of responsiveness to those requirements should be based on the content of the bid itself without reference to any additional sources.

25.3 The Employer may waive any minor nonconformity, 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 shall not influence on evaluation of the bid. When the minor omissions do affect the evaluation of the bid (e.g., costs to the Employer, or other aspects of the required performance), the minor deviations should be quantified in monetary terms, with corresponding adjustments to the bid price (only for the purposes of comparing bids)

25.4 If the bid is not substantially responsive to the qualification requirements, it shall be rejected by the Employer, and may not be subsequently accepted as responsive after inclusion of appropriate corrections made by the Bidder.

26. Correction of Arithmetical Errors in Bids

26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

- (a) when there is a discrepancy between the value expressed in figures and words, the value in words will govern; and
- (b) when there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate will govern, unless in the opinion of the Employer, there is a obviously gross misplacement of the decimal fraction, in this case the total will govern and the unit rate will be corrected.

26.2 The value indicated in the bid, by the Bidder's consent, will be adjusted by the Employer in accordance with the above-stated rules of correction of errors, and is deemed mandatory to the Bidder. If the Bidder does not accept the corrected bid price, the Bid shall be rejected, and the bid security may be forfeited in accordance with Clause 15.6.

27. Evaluation and Comparison of Bids

- 27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive to the requirements of the bidding documents in accordance with Clause 25.
- 27.2 When evaluating the bids, the Employer will determine for each Bid, the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Correction of arithmetical errors pursuant to Clause 26;
 - (b) Exclusion of provisional sums and costs for contingencies pursuant to the Bill of Quantities;
- 27.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result unsolicited benefits for the Employer will not be taken into account in bid evaluation.

F. Award of Contract

28. Award Criteria

Exclusive of the cases provided for in Clause 29, the Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents, and who offered the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be (a) eligible in accordance with Clause 2 and (b) met with qualification requirements in accordance with Clause 3.

29. Employer's Right to accept any Bid and Reject any or All Bids

- 29.1 The Employer reserves the right to accept or reject any or all bids, and to annul the bidding process at any time prior to the award of Contract, without thereby incurring any liabilities to bidders.
- 29.2 In case when the bidding process annulled, the Employer should, during 3 working days, send to all Bidders a notification indicating the reasons which served as a ground for the annulment, without giving evidences of that ground.

30. Notification of Award

- 30.1 Within 3 days after the conducted selection of the successful Bidder, and before the expiry of the period of bid validity, the Employer will notify the successful Bidder by telex, fax or email confirming by registered letter that his bid has been determined to be successful. This letter (hereinafter and in *«the General Conditions of Contract»* called «the Letter of Acceptance») should refer to the sum that the Employer shall pay to the Contractor for execution of the Works in accordance with the Contract (hereinafter and in the Contract called «the Contract Price»).

- 30.2 The notification of award shall be equivalent to entering into a Contract, subject to the Bidder providing the performance security pursuant to Clause 32 and will sign the Contract pursuant to Clause 31.
- 30.3 At the same time that notification of award is given to the successful bidder, the Employer shall notify other bidders in writing of the selection, including the name of the successful bidder and the bid price. The Employer shall also publish a notice in the Public Procurement Bulletin indicating the name and address of the successful bidder and the bid price quoted by him.
- 30.4 Unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations for the failure of their bids. The Employer shall promptly respond in writing to any unsuccessful Bidder who requests the Employer in writing to explain on which grounds its bid was not selected.

31. Signing of Contract

- 31.1 At the same time with notification of award, the Employer will send to the successful Bidder, the Form of Contract contained in the Bidding documents.
- 31.2 During seven (7) days of the receipt of a written Notice of acceptance and the Form of Contract, the successful Bidder should sign and date the Contract, and return it to the Purchaser.

32. Performance Security

- 32.1 Together with the signed Contract, the successful Bidder will send to the Employer, the Performance Security in the amount indicated in *the Bid Data Sheet*.
- 32.2 If the successful Bidder fails to provide the performance security, or during 7 (seven) days does not return the Contract signed, then the Employer shall reject the bid and confiscate the bid security, in that case the Employer shall award the Contract to the next evaluated Bidder, whose bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily, subject to the Employer's right to reject all bids in accordance with Clause 29, and the applicable Law and Regulations.

33. Corrupt and Fraudulent Practices

- 33.1 The Employer requires that the Bidders observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Employer:

(a) for the purposes of provisions of this Clause, uses the following notions:

- I. "corrupt practice" - means the offering, giving, the agreement requesting for remuneration in any form, or services rendering in order to influence the action of a public official in the procurement process or in contract execution; and
- II. "fraudulent practice" - means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the

Employer, including collusive practices among Bidders (prior to or after bid submission), to establish bid prices at artificial non-competitive level, and deprive the Employer of the benefits of free and open competition;

- III. “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and
 - IV. “coercive practice” means harming or threatening to harm (directly or indirectly), persons or their property to influence their participation in the procurement process or the execution of a contract;
- (b) will reject the bid if it determines that the Bidder recommended for award of the Contract has engaged in corrupt, fraudulent, collusive or coercive practices during the bidding process or execution of a contract;
 - (c) will declare the Contractor for indefinite, or for a specified period of time to be ineligible to participate in the state-financed biddings in accordance with a Regulation on the establishment of Database of unreliable (unfair) suppliers and its application procedures.

34. 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).

Bid Data Sheet (BDS)

Below given the specific data on procurement of the works shall complement, supplement or amend the provisions of the Instructions to Bidders (ITB). Whenever there is a conflict between the provisions herein and the Instructions to Bidders, the former shall prevail.

Item №	
ITB 1.1 and 8.1	The name, address, telephone, fax, telex and e-mail of Purchaser is: _____
ITB 1.1	The works are: _____ <i>[insert brief description of the works]</i>
ITB 1.1	The source of financing is: _____
ITB 8.2	Whether the pre-bid conference shall or shall not be held _____ <i>(specify)</i> The pre-bid conference shall be held on _____ <i>[insert date and time]</i> at _____ <i>[insert location and address of conference]</i>
ITB 10.1	The language of Bid _____
ITB 11.1 (i)	Other documents to be filled in by Bidders _____ _____ <i>(specify what other documents)</i>
ITB 14.1	The period of Bid validity _____ <i>(this period should be sufficient to complete evaluation of bids and entering into a contract).</i>
ITB 15.1	The amount and form of Bid Security _____ _____ <i>(specify amount (fixed sum) and form of security but not less than 1 percent nor more than 2 percent of estimated contract price)</i>
ITB 16.2	Whether alternative provided for or not _____ <i>(specify whether provided or not, if provided, specify alternative)</i>
ITB 18.2 (b), 19.1, 22.1	The deadline and address for bid submission and the date, time and address of bid opening _____ _____ _____ <i>(specify deadline for bid submission and address)</i>

ITB 18.4	Certificates of compliances from NIS, GRA and TIN Registration <i>(a) not applicable –Regions 1, 7,8 and 9</i> <i>(b) applicable for all other procurement</i>
ITB 32.1	The amount and validity of Performance Security _____ _____ (specify amount and form of security but not more than 10% of bid price)

General Conditions of Contract (GCC)

A. General provisions

1. Definitions

1.1 Below given terms in this Contract shall be interpreted as follows:

"Bill of Quantities" means the completed priced items of works and priced consumable materials which are the part of the Bid.

"The Completion Date" means the date of completion of the Works accepted by the Working Committee pursuant to Certificate of Commissioning, or in case of repair works, the final Certificate of Performed Works of the Contractor approved by the Engineer.

"Contract" means the Contract achieved between the Purchaser and the Contractor, and fixed as the form of Contract signed by the parties with all annexes and addenda to the Contract for the execution and completion of the Works.

"Contractor" means an individual or legal entity, or a partnership, whose Bid for the execution of the Works is accepted by the Purchaser.

"Contractor's Bid" means the completed bidding documents submitted by the Contractor to the Purchaser.

"Contract Price" means the amount to be paid to the Contractor under the Contract for the entire and duly performance of his contractual obligations.

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

"A Defect" means any part of the Works executed breaching terms of the Contract.

"The Acceptance Report of Corrected Defects" means the acceptance report drafted jointly by the Engineer and the Contractor after correction of defects by the Contractor.

"The Defects Correction Period" means the period to correct imperfections and defects indicated in the Special Conditions of Contract, and calculated from the Completion Date.

"Drawings" include all calculations, schemes, plans and other information provided, or approved by the Authorized Body for the execution of the Contract.

«Compensation Events» means the event defined in Clause 41 of the General Conditions of Contract.

"Employer" means the party, as defined in the SCC, which employs the Contractor to

execute the Works.

"Machinery and equipment" mean all the Contractor's machinery, equipment and vehicles to be brought temporarily to the Site for the execution of the Works.

"The Initial Contract Price" means the Contract Price indicated by the Employer in the Letter of Acceptance.

"The Expected Period of Completion" means when the Contractor should complete the execution of the Works indicated in the SCC.

"Materials" means all consumable and raw materials to be used by the Contractor and subcontractor during the execution of the Works.

"Plant" means the integral part of the Works which has a mechanical, electrical, chemical or biological function.

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

"Site" means the territory, as defined in the SCC, allotted for the execution of the Works.

"Technical Specification" means the technical specifications of the Works included in the Contract, and any modifications of, or addenda to these specifications approved by the Employer.

"The Start Date" means the latest date, as given in the SCC, when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

"A Subcontractor" means an individual or legal entity, entering into a Contract with the Contractor to execute the part of the Works under the Contract, including the work of the Site.

"Temporary Structures" means the structures designed, constructed, installed and dismantled by the Contractor, and which are required for the execution of the Works.

"Modification" means a written instruction given by the Engineer to modify quantity of the Works, or items.

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

2. Contract Documents

2.1 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 Bill of Quantities, and priced Consumable Materials ; and,
- (i) any other documents listed in *the Special Conditions of Contract* to be as a constituent part of the Contract.

3. Language and Law

3.1 The language of the Contract and the applicable laws governing the Contract are stated in *the Special Conditions of the Contract*.

4. Engineer

4.1 Except where otherwise specifically stated, the Engineer will decide contractual relationships between the Employer and the Contractor, representing the Employer.

5. Official communication between the Employer and the Contractor

5.1 Official communication between the parties under the implementation of the Contract conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

6. Entering into subcontract

6.1 The Contractor may enter into subcontracts with the approval of the Engineer, but may not assign the Contract without the approval of the Employer in writing. In case of entering into more than one Contract with subcontractors, the Contractor shall co-ordinate the activities of those subcontractors. Presence of subcontractors shall not alter the Contractor's liability for performance of the contract.

7. Personnel

- 7.1 The Contractor shall employ the personnel for key positions in order to perform the functions specified in the «Qualification Information». The Engineer shall approve any proposed replacement of the key personnel only if their relevant qualifications and skills are the same or better than those of the personnel listed in the Qualification Information».
- 7.2 If for any reason the Engineer asks the Contractor to remove the person who is a staff member or employee of the Contractor or subcontractor, the Contractor should ensure that this person leaves the Site within three days, and no longer be engaged in the work under this Contract.

8. Employer's and Contractor's Risks

- 8.1 The Employer and the Contractor carry the risks which are the Employer's risks or the Contractor's risks under this Contract.

9. Employer's Risks

- 9.1 From the Start Date and until the Completion Date, or until the defects have been fully corrected, the following risks will be the Employer's risks:
- (a) The risk of personal injury, or, death, or loss of or damage to property (exclusive of the Works, Plant, Materials, Machinery and Equipment) in consequence of:
 - (i) using or occupying the Site by the Purchaser for the execution of the Works, or for other purposes which may be an unavoidable result of the Works or
 - (ii) negligence, improper fulfillment of official duties, or violation of legal rights of the Contractor by the Purchaser, or by any person employed by him, or under the Contract, exclusive of the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Machinery and Equipment to the extent that is due to a fault of the Employer, or in the Employer's design defect, or due to war or radioactive contamination directly affecting the country where the works are to be executed.
- 9.2 From the Completion Date and until the defects have been fully corrected, the risk of loss of or damage to the Works, Plant and Materials is the Employer's risk, exclusive of the cases when loss or damage caused by:
- (a) the defect which existed on the Completion Date;
 - (b) the event which occurred before the Completion Date and which is related to the Employer's risks, or
 - (c) the activities of the Contractor on the Site after the Completion Date.

10. Contractor's Risks

- 10.1 From the Start Date and until the defects have been corrected, the risk of personal injury, death, and loss of or damage to property (including the Works, Plant, Materials, Machinery and Equipment) which are not the Purchaser's risks are the Contractor's risks.

11. Contractor to Execute the Works

- 11.1 The Contractor shall construct and install the Plant in accordance with the Specifications, Drawings, Bill of Quantities and/or pursuant to the Defects Report.

12. The Works to Be Completed by the Expected Period of Completion

- 12.1 The Contractor may begin the execution of construction Works from the Start Date, and he should execute the Works in accordance with the Work Execution Schedule submitted by the Contractor and approved by the Engineer, and the Contractor must complete the construction Works by the Expected Period of Completion.

13. Construction of Temporary Structures

- 13.1 The Contractor shall submit to the Engineer the specifications and drawings indicating the expected construction of Temporary structures to be approved by the Engineer, provided that they comply with the Specifications and drawings.
- 13.2 The Contractor should, when required, co-ordinate the project of Temporary structures with the third party.

14. Accident Prevention

- 14.1 The Contractor shall be fully responsible for the safety of all activities on the Site.

15. Discoveries

- 15.1 Anything of historical or other interest or of significant value discovered on the Site shall be the property of the Employer. The Contractor should notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

16 Investigation and Use of Site

- 16.1 During the execution of the Works, the Contractor shall rely on the Site Investigation Reports, and may visit and investigate the Project Site. All information obtained by the Contractor during the Site visit, shall be used for the execution of the Works.
- 16.2 The Employer shall give the Contractor the right for using the whole Site which is allotted for project construction. If the right for using any part of the Site is not given by the date indicated in *the Special Conditions of Contract*, the Employer will be deemed to have delayed the start of the certain kinds of project works, in this case the Purchaser should extend the construction period for the period of transferring the Site.

17. Access to the Site

17.1 The Contractor shall allow the Engineer and any other person authorized by the Engineer, access to the Site or to any other place where work is being carried out or is expected to be carried out according to the Contract.

18. Orders and instructions

18.1 The Engineer, within his authority, may take a decision; give orders and instructions to be binding upon the Contractor.

18.2 If the Contractor assumes that decision taken by the Engineer exceeds the authority presented by the Engineer under the Contract, or decision was taken wrong, it shall be dealt with under clause 19.

19.0 Dispute or disagreement arising between the Employer and the Contractor shall be settled in accordance with the Laws of Guyana.

19.1 Notwithstanding any references to trial herein, the parties shall continue to perform their obligations under the Contract, unless otherwise agreed.

B. Time Control

20. Work Execution Schedule

20.1 Within the time period specified in *the Special Conditions of Contract*, the Contractor shall submit to the Employer for approval the Work Execution Schedule where general methods of arrangement, procedure and period of execution of works on the Project construction are stated.

20.2 The Contractor shall submit, within the time periods specified in *the Special Conditions of Contract* to the Engineer for approval, the updated version of the Work Execution Schedule, taking into account the actual progress of performed works, and its impact on the time period of remaining works, including available changes in the sequence of execution of the works.

20.3 If the Contractor does not submit the updated Work Execution Schedule during the indicated period, the Engineer may retain the amount specified in *the Special Conditions of Contract* from the next Certificate of Performed Works, and continue to retain that amount until the delayed Work Execution Schedule is provided.

20.4 The Engineer's approval of the Work Execution Schedule shall not alter the Contractor's obligations. The Contractor may revise the Work Execution Schedule, and submit it to the Engineer again at any time. The revised Work Execution Schedule should demonstrate the effect of Modifications and Compensation Events.

21. Delays Ordered by the Engineer

21.1 The Engineer has a right to give order to the Contractor to suspend the start or progress of execution of the works on the Project construction.

22. Early Warning

- 22.1 The Contractor shall inform the Engineer as soon as possible of likely specific events, or circumstances that may negatively affect the quality of the works, increase the Contract Price or delay the execution of the Works on the Project construction. The Engineer may require the Contractor to assess the expected impact of the future event or circumstance on the Contract Price and Completion Date. The Contractor should provide such assessment within a short time.
- 22.2 The Contractor shall assist the Employer in preparing and analyzing proposals regarding for that how to the consequence of such an event or circumstance can be avoided or reduced by anyone involved in the work, and in carrying out any instruction of the Engineer resulting from those proposals.

C. Quality Control

23. Identifying Defects

- 23.1 The Engineer shall check the works of the Contractor and notify the Contractor of the defects found. Such checking shall not involve the change in the Contractor's responsibilities. The Engineer is entitled to require the Contractor to search for a defect, and to uncover and check the results of works that the Engineer considers may have a Defect.
- 23.2 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.....
(period to be specified considering the nature and construction period of the works- maintenance works VS new works)

24. Tests

- 24.1 If the Engineer instructs the Contractor to carry out tests not provided for in the specifications to check whether the performed work has a defect, and if as a result the test shows that it does, the Contractor shall pay for the test. If there is no defect, the payment for the test shall be done by the Purchaser and it shall be a Compensation Event.

25. Correction of Defects

- 25.1 The Engineer should notify the Contractor in writing of any defect before completion of the Defects Correction Period, which begins at Completion Date, and its duration is determined in *the Special Conditions of Contract*.
- 25.2 Upon receipt of each notice of Defect, the Contractor should correct the indicated Defect within the time period specified in the Engineer's notice.

26 Uncorrected Defects

26.1 In case if the Contractor has not corrected the Defect within the time period specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor should pay those costs.

D. Cost Control

27. Bill of Quantities

27.1 The Bill of Quantities includes the priced kinds of works and value of consumable material for the construction, installation, testing and commissioning of the Works to be executed by the Contractor.

27.2 The Bill of Quantities in the bid is used for calculation and payment for the Contract Price. The Contractor shall receive the payment for the executed amount of works at the rate and price, and value of consumable materials indicated in the Bill of Quantities for each kind of work.

28. Changes in Quantities

28.1 In exceptional circumstances, the Employer, as may be industrially required, may change quantity of any works, or individual kinds of works.

28.2 At the request of the Employer, the Contractor within 7(seven) days of receipt of request should provide the Employer with a detailed breakdown of prices of change in the quantities indicating the rates for kinds of works and value of consumable material. The Employer shall evaluate those rates and value of consumable material in comparison with the Bill of Quantities provided by the Contractor with his Bid.

28.3 In case if during the comparison, the rate and value of consumable material will correspond with the rate and value of consumable material given in the Bill of Quantities, the Employer shall issue the Contractor a "Work order" for the execution of changed quantities.

28.4 If the rate and value of consumable material shall not correspond with the rate and value given in the Bill of Quantities, or if in the Employer's judgment, shall be unreasonable, the Employer instructs the Engineer to prepare a budget for Changed quantities, or for individual kinds of works, and on the basis of his own forecast, issues the Contractor a budget in the Work order format to execute for changed quantities.

28.5 The Contractor does not have a right for additional payment as a compensation of expenditure which one might avoid by giving an early notice.

29. Certificate of Performed Works

29.1 The Contractor shall monthly submit to the Engineer for payment the certificates of actually performed works prepared pursuant to the Bill of Quantities after deduction of aggregate payments of previously approved quantities.

29.2 The Engineer should check the Contractor's monthly certificates of performed works and approve them for payment to the Contractor.

- 29.3 The value of performed works should be determined by the Engineer, and should involve the value of all actually performed quantities in accordance with items of works, rates and value of consumable material under the Bill of Quantities.
- 29.4 The value of performed works should include the value of Work order (additional works) and of Compensation Event.
- 29.5 The Engineer may exclude, based on subsequent circumstance, any items certified in a previous certificate of performed works for payment, or reduce the proportion of any item previously certified in any certificate of performed works for payment in the light of later information.

30. Payments

30.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor sums according to the certificates of performed works confirmed by the Engineer during 28 days after the date of invoicing pursuant to the certificate of performed works. In case when the payment is delayed, the Employer shall pay interest to the Contractor indicated in *the Special Conditions of Contract* against the delayed payments. Interest is calculated from the date by which the payment should be made and until the date when the last payment has been made.

30.2 In case if the cost of certificate of performed works is increased as a result of decision of Arbitrator or Judge of General Jurisdiction, interests will be charged from the date of affirmation by the Engineer of the certificate of performed works for which the quantities have been increased without any dispute.

30.3 The kinds of Works for which no rate or price, and value of consumable material is entered in will not be paid for by the Employer, and shall be deemed included in other kinds of Works.

31. Retention

33.1 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 is paid only at the expiration of Defects Liability period

33.2 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.

33.3 After entire completion of Works, the Contractor may substitute retention money with an “on demand” bank guarantee.

32. Liquidated Damages.

32.1 In case of a failure in the Completion Date towards the Expected Period of Completion, the Contractor shall pay the Purchaser liquidated damages specified in the *Special Conditions of Contract* for each date of delay of the actual Completion Date against the Expected Period of

Completion. The total amount of liquidated damages shall not exceed the amount specified in the *Special Conditions of Contract*. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. *Thereafter the procuring entity has the right to cancel the contract and demand all forms of damages.*

32.2 In case of extension of the Expected Period of Completion after liquidated damages have been paid, the Engineer shall repay the overpaid amount of liquidated damages by the Contractor at the expense of next certificate of performed works.

33. Force majeure

33.1 The Contractor shall not forfeit his performance security, and shall not be responsible for payment of liquidated damages, or termination of a Contract for disregard of provision, if the delay in execution of the Contract, or default is the result of an event of force majeure.

33.2 For the purposes of this Clause, "force majeure" means an event beyond the control of the Contractor, not connected with error or negligence of the Contractor, and not foreseeable. Such events may include but not restricted to such actions as: wars or revolutions, fires, floods, epidemics, quarantine and embargo affecting the execution of the Works.

33.3 When force majeure arises, the Contractor shall promptly notify the Engineer in writing of such event and its cause. If no written instructions received from the Engineer, the Contractor shall continue to perform his obligations under the Contract as far as possible, and shall search for alternative ways of execution of the Contract, irrespective of force majeure.

34. Mobilization or Advance Payment

34.1 The Employer shall make advance payment to the Contractor in the amount and within the dates specified in *the Special Conditions of Contract*, provided that a Bank Guarantee for advance payment for the amount of advance have been provided by the Contractor. The Guarantee shall remain in force until the full repayment of advance; in this case the amount of the Guarantee should be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payments.

34.2 The Contractor shall use the advance payment exclusively to pay for Plant, Machinery, and Equipment, Materials and other expenses required directly for the execution of the Contract. The Contractor shall demonstrate that advance payment has been used for the purposes of execution of the Contract by supplying copies of invoices or other documents.

34.3 The advance payment shall be repaid by deducting proportionate amounts from the Certificate of performed works that are due to the Contractor. No account shall be taken of the advance payment or its repayment in assessing valuations of performed works, Modifications, Compensation Events, Bonuses or Liquidated Damages.

35. Performance Security

- 35.1 Within seven (7) days upon receipt of notice of award, the successful Bidder shall furnish the Employer with the Performance Security, the amount and form of which is specified in the *Special Conditions of Contract*.
- 35.2 The Performance Security shall be returned by the Employer not later than fifteen (15) days after the date of completion by the Contractor of his obligations under the Contract, including all guarantee obligations, unless otherwise provided in the Special Conditions of Contract.

36. Cost of Repairs

- 36.1 Loss of or damage to the Works, Plant, or Materials included in Works and having been occurred between the Start Date and the Completion Date, including the Defects Correction Period shall be reimbursed by the Contractor at the Contractor's cost if that loss or damage arose as a result of the Contractor's action or inaction.

E. Finishing the Contract

- 37. Completion** 37.1 The Contractor, after completion of all works stipulated in the Contract, shall send the Employer a notice of Completion and shall request the Engineer to issue a certificate of Completion of the Works
- 38 Taking Over** 38.1 The Employer not later than seven (7) days after the Contractor's notice, shall appoint the Working Commission to take over the Works. The Taking Over Certificate shall be prepared with participation of the Contractor. The date of approval of Taking Over Certificate by the Employer shall be deemed the Completion Date, and within seven (7) days of the date of taking over certificate, the Site and the Works should be taken over by the Purchaser.
- 39.Final Account** 39.1 After the Certificate of Corrected Defects, the Contractor shall supply the Employer with a final account for the remaining amount that the Contractor considers payable under the Contract. Provided that all defects are corrected, and that the supplied invoice is correct and complete, the Engineer, during one month, shall certify the final certificate of performed works. If during the inspection, there will be the facts of finding a defect, and the supplied invoice is incorrect or inaccurate, the Engineer, within a month, shall submit a schedule for correction of defects. If the Final Account is still incorrect or inaccurate after it has been resubmitted, the Engineer shall determine independently the amount due to and shall decide to pay to the Contractor.

40. Termination

40.1 The Purchaser or the Contractor may terminate the Contract if the other party causes a fundamental breach of the conditions stipulated in the Contract.

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

(a) the Contractor stops the works for 15 days, in this case that stoppage is not provided in the current Work Execution Schedule and is not authorized by the Engineer;

(b) The Purchaser instructs the Contractor to suspend the progress of the works, and such instruction is not canceled during the days specified in the Special Conditions of Contract;

(c) The Employer or the Contractor becomes bankrupt or goes into liquidation, exclusive of reorganization or amalgamation;

(d) The Employer does not pay the Contractor the amount confirmed by the Engineer within the days specified the Special Conditions of Contract of the date of invoice supplied to the Contractor for payment;

(e) the Engineer notifies and warns that non-correction of a specific defect is a fundamental breach of the Contract conditions; and the Contractor does not correct a defect within acceptable period of time established by the Engineer;

(f) The Contractor does not provide the required guarantee;

(g) The Contractor delayed the completion of the Works for a number of days correspondent to a maximum possible amount of liquidated damages as indicated in the *Special Conditions of Contract*.

(h) If the Contractor, in the Employer's judgment, has engaged in corrupt or fraudulent practices in the process of competitive selection or execution of the Contract.

For the purposes of this subparagraph:

(1) "corrupt practice" means the offering, giving, the agreement requesting for remuneration in any form, or services rendering in order to influence the action of a public official in the procurement process or contract execution; and

(2) "fraudulent practice" means a misrepresentation of facts in order

to influence the procurement process or execution of a contract to the detriment of the Purchaser; including a collusive practice of bidders (prior to or after bid submission) to establish bid prices artificially at non-competitive level, and deprive the Purchaser from benefits of free and open competition;

(3) “collusive practice” means a scheme or arrangement between two or more contractors (subcontractors), with or without the knowledge of the Purchaser, designed to artificially rise the price in during the execution of a contract;

(4) “coercive practice” means harming or threatening to harm (directly or indirectly), persons or their property to influence their participation in the execution of a contract;

40.3 When either party of the Contract notifies the Engineer of breach for a cause other than those listed under Clause 45.2 above, the Engineer shall determine whether the breach is fundamental or not.

40.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

40.5 If the Contract is terminated, the Contractor shall stop the Works immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

41. Payment upon Termination

41.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue the confirmed Certificate of the performed works and Materials ordered less advance payments received up to the date of the confirmation of the certificate and less the percentage of unperformed works, as indicated in the Special Conditions of Contract. Additional Liquidated Damages shall not be charged. If the total amount due to the Employer exceeds the amount due to the Contractor, the difference shall be a debt of the Contractor to the Purchaser.

41.2 If the Contract is terminated for the Employer 's convenience or because of a fundamental breach of Contract by the Purchaser, the Engineer shall confirm the Certificate of the performed works, Materials ordered, 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 confirmation of the certificate.

42. Property

42.1 All Materials on the Site, Equipment, Temporary Structures, and Works shall be deemed the property of the Employer if the

Contract is terminated because of the Contractor's fault.

- 43 Release from Performance** 43.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify the impossibility of the Contract performance. The Contractor shall make the Site safe and stop work as quickly as possible after receiving such notice, and shall be paid for all work carried out before receiving an instruction, and for any work carried out afterwards to which a commitment was made.
- 44. Contractor to Protect Works Done, Materials and Plant** 44.1 The Contractor should provide the protection of performed works and all materials, plant, resources and other items related to the Works from any or all kinds of damage, deterioration, destruction linked to rain, frost, fire, robbery, mysterious disappearance and other reasons. The Contractor during the execution of the works, shall additionally ensure the protection of other works on Project, and of property belonged to the Employer, and related structures from any damage, deterioration or for any other reason, including (but not limited to these) roads, buildings, warehouses and other kinds of movable and immovable property, exclusive of the event of force majeure. All costs incurred by the Contractor in view of the above-stated, shall not be subject to additional payment on the part of the Employer.
- 44.2 The Purchaser will not be responsible for any damage to the Contractor's works for the abovementioned reasons before they are fully completed and accepted, and the Contractor shall, without additional payment, carry out all corrections, repairs or replacements as applicable to the Works because of necessity to correct any defect, damage and other defects as a result of the above event.
- 45. Materials and Equipment of Contractor** 45.1 The Contractor shall be responsible for the arrangement of supply, transportation, discharge and storage of all Materials and Equipment to be supplied, and delivered by the Contractor to the Project Site. The supplies shall be carried out only for the Contractor's name. The Employer shall in no case be responsible for expenses related to the supply, processing, storage and fee for stoppage of vehicle. No supplies shall be addressed to the Employer.
- 45.2 The Contractor shall provide the Employer with a Schedule of Receipt of materials and equipment on the Project Site. The sites only permitted by the Purchaser may be used for storage, stowage and stockpiling.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. 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	
1.1	<p>The Purchaser is _____ _____ <i>[insert name, address, telephone #, fax, e-mail].</i></p>
1.1	<p>The Intended Completion Date for the whole of the Works shall be _____ _____ <i>[insert date][If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]</i></p>
1.1	<p>The Engineer is _____ <i>[insert name, address, and name of authorized representative].</i></p>
1.1	<p>The Defects Liability Period is..... <i>[insert period of time calculated from the Completion Date]</i></p>
1.1	<p>The Site is located at _____ <i>[insert address of Site]</i></p>
1.1	<p>The Start Date shall be _____ <i>[insert date].</i></p>
2.1(i)	<p>Any other documents _____ <i>(list all other documents)</i></p>
3.1	<p>The Language of Contract _____ <i>(specify language)</i></p>
3.1	<p>The Applicable Law _____ <i>(specify applicable legislation)</i></p>
16.2 and 33.1 (a)	<p>The date by which the Site has been transmitted to Contractor for use _____ _____ <i>(in how many days after the signing of Contract)</i></p>
19.2	<p>Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p>
20.1	<p>The period of submission of Work Execution Schedule _____ _____ <i>(in how many days after the signing of Contract)</i></p>
20.2	<p>The period of submission of updated Work Execution Schedule _____ _____ <i>(in how many days after the Engineer’s request)</i></p>

20.3	<p>The retention for untimely submission of Work Execution Schedule _____</p> <p><i>(specify amount for each day of delay)</i></p>
23.2	<p>The Defects Liability Period</p> <p>_____</p> <p><i>(period to be specified considering the nature and construction period of the works – maintenance works vs new works)</i></p>
30.1	<p>The interest to be paid for the delay of payment on the amount of the delayed payment</p> <p>_____</p> <p><i>(% of amount not paid for each day of delay)</i></p>
31.1	<p>Retention</p> <p>The percentage of payments due to be retained of the value of works done to correct possible defects _____</p> <p>_____</p> <p><i>(Specify % of retention but not more than 10%)</i></p>
32.1	<p>Liquidated Damages</p> <p>The penalty to be paid by the Contractor for delay of the completion of works</p> <p>_____</p> <p><i>(0.05 per week of the bid price, but not more than 10% of Contract Price).</i></p>
33.1(b)	<p>The Schedule of Other Contractors is as follows:</p> <p>_____</p> <p><i>(insert schedule of other contractors)</i></p>
34.	<p>Mobilization/ Advance Payment</p> <p>The time frame by which mobilization/advance payment is to be provided and the amount _____</p> <p><i>(specify timeframe and amount of advance payment).</i></p> <p>30% regions 1,7,8,9 and 15% elsewhere</p>
35.1	<p>A Performance Security is required in the amount of _____</p> <p>_____</p> <p><i>(should not exceed 10% of Contract Price)</i></p> <p>and may be in the form of a bank guarantee, cheque or cash.</p> <p><i>(Only licensed financial institutions authorized to carry on this type of business will be considered. Such institutions will be publicly announced by the NPTAB).</i></p>
35.2	<p>Other Contract Conditions on returning of the Performance Security</p> <p>_____</p> <p><i>(specify if there are different conditions)</i></p>
44.2 (b)	<p>When a suspension order is not revoked by the Employer after days.</p> <p><i>(specify number of days)</i></p>

44.2(d)	When payment to the Contractor is delayed beyonddays following invoicing. <i>(specify number of days)</i>
44.2(g)	The maximum number of days of delay is:[insert number; consistent with clause 36.1 on liquidated damages].

Section VI. DRAWINGS

It is necessary to provide schemes, project plans and Drawings.

The schemes, Project plans, Drawings and process flow diagrams, and other documents related to drawings shall be presented as a separate annex.

BILL OF QUANTITIES

1. The priced Bill of Quantities and value of consumable materials have the following objectives:
 - to provide sufficient information on the quantities of Works to be performed in order to help bidders to accurately and skillfully prepare their bids;
 - when a Contract has been entered into, to use a priced Bill of Quantities and value of consumable materials in the periodic valuation of the Works executed, and for the payment.
2. In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible. The materials applied for items of works shall be separated in a qualitative composition in order to enable bidders to use the materials specified in the bill of quantities, drawings or technical specifications in their bids.
3. A general provision for physical contingencies (quantity overruns), and a contingency allowance for possible price increases may be made as a provisional sum to be indicated in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic approvals as the need arises. Where such provisional sums are used, the Special Conditions of Contract should state the manner in which they will be used, and the person authorized to decide on how they will be used (usually the Purchaser).
4. The estimated cost of specialized works to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a Provisional Sum with a brief description. A separate bidding process is normally carried out by the Employer in order to select and enter into a Contract with the specialized contractors.

Bill of Quantities

Serial No.	Description of item	Unit	Quantity	Unit Price	Total price	Amount in words
Total Bid Price						

Contractor _____ (signature) _____ (print name in block letters)

Table of Priced Consumable Materials

						Rate
Serial No.	Description of item	Unit	Quantity	Unit Price	Total price	Amount in words
Total						

Contractor _____ (signature) _____ (print name in block letters)

Section VIII. TECHNICAL SPECIFICATIONS

A set of precise and clear specifications is a prerequisite for bidders to submit realistic and competitive offers to the requirements of the Employer without including in them additional clauses and conditions. The 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, goods and services. 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 to be incorporated in the works 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.

Samples of specifications from previous similar projects carried out in practice are useful in this respect. Most specifications are normally drafted by the Employer directly to specific Works. There is no standard set of Specifications for universal application in all sectors, but it is necessary to use the standards which exist at present.

There are considerable advantages in standardizing General Technical Specifications for similar Works such as residential and industrial housing, irrigation, water supply linked with natural and climatic conditions. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction.

When drafting the technical specifications, the Employer, using deletions or addenda, should adapt the specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized standards should be used as much as possible. Where other particular standards are used, the specifications should state that the goods, materials, and workmanship that meet other authoritative standards, and which ensure an equal or higher level of quality than the standards mentioned, will also be acceptable.

When reference is made in the Contract to specific standards and codes to be met by the goods, materials and works to be executed or tested, 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 used widely in practice, other authoritative standards that ensure an equal or higher quality level than the standards and codes specified will be accepted subject to the Engineer's prior review and approval. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Purchaser not later than 7 days before the date by which the Contractor wishes to get the Purchaser's consent. In case when the Employer considers that such proposed modifications do not ensure an equal or higher quality level, the Contractor should follow the standards and codes specified in the document.

Form

QUALIFICATION INFORMATION

1. For individual bidders or individual members of a partnership

1.1 Constitution and legal status of Bidder (*attach copy*).

License No. and its validity period to execute the Works: _____ (attach copy)

Place of registration: _____

Principal kind of business: _____

Power of Attorney issued to signatory of the Bid: (*attach*).

1.2 Total volume of the Works executed for the last (2) two years in GYD:

1.3 Experience as a prime Contractor during the last two years. The value is indicated in GYD.

No.	Project name and location	Name of Purchasers and their telephone numbers	Items of Works and Year of Completion	Value of Contract

1.4 The availability of the following items of equipment to the Contractor is of substantial importance for the Works. The Bidder must respond to all request listed below:

Item of equipment	Model and year of production	Number of available items	Condition (new, good, poor)	Owned, rented (from whom?) to be purchased (from whom?)

1.5 Qualifications and experience of employees proposed for the key administrative and line positions in order to execute the Contract.

Position	Full Name	Years of experience	Years of experience at similar position
Manager			
Foreman			
Quality Inspector			

1.6 Main subcontractors (when required)

Nature of Works	Value of Subcontract	Subcontractor (name, address, telephone number)	Years of experience in carrying out similar works

1.7 Presence of tax debts, of payments to Social Fund (reply and attach supporting documents).

1.8 Information on current litigation (and recent – within past 2 years) in which the Bidder involved.

Other party (ies)	Cause of dispute	Disputed amounts

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.10 Equipment availability must be supported by proof of ownership and or letter of commitment to lease.

2 For a partnership (syndicate)

2.1 Information specified in 1.1—1.8 shall be provided for each partner of the partnership (syndicate).

2.2 Information given 1.9 shall be provided by the partnership (syndicate).

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing him or them to sign the bid on behalf of the partnership (syndicate).

2.4 Attach the Agreement between the partners of the partnership (syndicate) (to be binding on all partners) which shows that:

- (a) all partners shall be jointly or severally liable for execution of the Contract in accordance with the Contract conditions;
- (b) one of the partners shall be nominated as being in charge authorized to incur liabilities, and receive instructions on behalf of any or all partners of the partnership (syndicate); and
- (c) the execution of the entire Contract, including payment shall be done exclusively by the partner in charge.

I certify the authenticity of all the above information.

_____ (Full Name) _____ (Position) _____ (Signature and Seal)

Dated on «_____» day of _____ 200_.

Form

CONTRACTOR'S BID

Date:
IFB No:

TO: _____

(Name and address of Employer)

Having examined the bidding documents including Annexes and Addenda No _____ *[specify numbers]*, the receipt of which is hereby acknowledged, we offer to execute _____ *[description of works]* in accordance with the Contract conditions attached herein for the total amount of _____ GYD *[the Total Amount of Bid in Words and Figures]*.

Alternative bids (at the Employer's request):

Also we offer to execute the works pursuant to alternative bids for the amount of _____ GYD,

(add or reduce to basic bid price)

and we declare that:

- (a) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have no conflict of interests pursuant to sub-clause 3 (i) of the Instruction to Bidders;
- (b) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have not been declared by the **[National Procurement and Tender Administration]** to be ineligible, or are not ineligible pursuant to laws of Guyana.

If our Bid is accepted, we shall furnish the Performance Security for the amount of _____ in order to execute the Contract properly and within the dates specified in the bidding documents.

If our bid is accepted we request advance payment in the amount of [...] thousand GYD for proper performance of the contract. From our part, we undertake to furnish a bank guarantee for the advance payment in the above amount.

We hereby confirm that this bid shall be valid within _____ days of the date established from the bid opening date, and it shall remain binding on before the expiry of indicated period.

Prior to preparation and execution of a formal Contract, this Bid together with your written confirmation of its acceptance shall be equivalent to conclusion of a Contract to be binding upon both parties.

We understand that you are not required 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 Contractor)*

(FULL NAME))

(Title)

(Signature and Seal)

Form

**PUBLIC PROCUREMENT CONTRACT FOR WORKS
BETWEEN THE EMPLOYER AND CONTRACTOR**

CONTRACT

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

BETWEEN the Employer (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 Employer wishes to have the Contractor execute _____
(name of contract)

(hereinafter called the Works) and the Employer has accepted the Contractor' Bid for the execution and completion of the Works, and for correction of any defects therein.

THIS CONTRACT WITNESSES the following:

1. The words and expressions in this Contract have the same meanings as they do in the General Conditions of Contract.
2. Below listed documents shall form this Contract and shall be deemed the integral part of it, namely:
 1. Contract,
 2. Letter of Acceptance,
 3. Contractor's Bid,
 4. Special Conditions of Contract,
 5. General Conditions of Contract,
 6. Technical Specifications,
 7. Drawings,
 8. Priced Bill of Quantities, and priced Consumable Materials ; and,
 9. Other documents included in the Contract Documents:

_____ (specify additional documents which the Purchaser is intended to included in the Contract Documents according to the General Conditions of Contract)

3. Taking into account the payments to be made by the Employer to the Contractor in accordance with the above-stated, the Contractor shall enter into the Contract with the Purchaser to execute and complete the Works, and to correct any defect therein in full accordance with conditions of the Contract.

4. The Purchaser 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.

EMPLOYER

(signature and seal)

(name, last name, title)

CONTRACTOR

(signature and seal)

(name, last name, title)

Contract No:	Dated:
Purchaser(name of organization):	
Contractor(name of organization):	
Amount of Work order GYD:	
Agreed(signature of the person agreed with Work order):	
Date of agreement:	

WORK ORDER No. _____

(to be made up by the Purchaser for any change against decrease or increase of items of works)

No	Name of item and consumable materials	Unit	Quantity	Unit price in Bill of Quantities	Unit price offered	Value of change	Contractual value	Amount of increase (+) decrease (-)
I	Use of unit prices							
II	Consumable materials							

Signature of Contractor _____

Signature of Engineer _____

SETTLEMENT

payable contract No. ____ dated ____ _____ 201 ____

(in GYD)

No.	Types of settlement	Amount
1	Initial Contract Price	
2	Total amount of Work orders	
3	Total Contract Price - total	
4	Works done for the previous period	
5	Works done for the last month	
6	Works done for the previous period according to Work orders	
7	Works done for the last month according to Work orders	
8	Works done from the Start Date – total	
9	Advance payment made	
10	Advance payments retained for repayment for the previous period	
11	Advance payments to be retained for repayment for the last month	
12	10% retained from the volumes of works done for the previous period	
13	10% to be retained from the volumes of works for the last month	
14	Other retention	
15	Total to be retained	
16	Total to be paid	
17	The remaining amount by the Completion Date	

The Employer

_____ Seal

(signature, full name, title)

the Contractor

_____ Seal

(signature, full name, title)

Form

Bid Security **(Bank guarantee)**

Whereas _____ [*name of Bidder*] (hereinafter called "the Bidder") is ready to submit his bid dated [*date of bid submission*] for the execution of [*description of works*] (hereinafter called "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 called "the Bank"), are bound to _____ [*name of Employer*] (hereinafter called "the Employer") for the amount of _____ by which the payment shall be made in whole and on time to the indicated Purchaser; and the Bank is bound with these obligations on behalf of its name, its successors and authorized. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the security, and the person (s) signing this security is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, then 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 in the Form of Bid; or
 - (b) rejects the adjustment of bid price pursuant to Clause 27.

2. If the Bidder, having received a notice of that his Bid is accepted by the Employer, during the validity period of that bid:
 - (a) fails or rejects to sign the Contract, at the request; or
 - (b) fails or rejects to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This security shall remain valid 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 above date.

(Full name of Bank's representative) (Title) (Signature and seal)
Dated on ____ day of _____ 201__.

Address of the Bank issued the guarantee: _____

Form

Performance Security

(Bank guarantee)

TO: _____
[Name of v]

WHEREAS _____ [name of Contractor] (hereinafter called "the Contractor") has undertaken in pursuance of the Contract N [Contract number] dated _____ 200 ____ to execute the Works [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 reputable bank for the sum specified therein as a security for compliance with the Contractor’s obligations under the Contract;

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

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Contractor 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, and 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 Employer and the Contractor 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 by the Contractor of the Contract Conditions. 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, then it is already received, and there is no other approval required.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, which shall be provided to us, or on the [insert number day of [insert month], [insert year], whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office before that date.

(Full name of Bank’s representative) (Title) (Signature and seal)

Dated on _____ day of _____ 200__.

Address of the Bank issued the guarantee: _____

Form

Bank Guarantee for Advance Payment

TO _____
[Name Employer]
[Name of Contract] _____

We, _____ [name of Bank] in accordance with the conditions of Contract which provide for advance payment (*name and address of the Contractor*), and whereas the Contractor has undertaken to provide you a Bank guarantee for advance payment to the Employer. THEREFORE WE hereby affirm that we are the Guarantors, and are responsible to you on behalf of the Contractor to a total sum _____ GYD (*amount of guarantee in figures and words*), and we undertake to pay you on you first request and without objection on our part, and without the preliminary address to the Contractor, any sum or sums within the above limits.

We also agree that no alteration or addition in the terms of Contract which is subject to implementation, or any other contract documents which may be made by the Purchaser and the Contractor shall release us from obligations under the guarantee, and we hereby waive any notice of such alteration, or addition. 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, then it is already received, and there is no other approval required.

This guarantee shall be valid and remain in force from the date of advance payment received by the Contractor under the Contract, and until the date when the Employer receives a full compensation of the relevant amount of Advance Payment.

The Advance Payment referred to above must be received by the Contractor in its account number _____ [insert account number] at _____ [insert name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the _____ [insert date], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

Dated on _____ day of _____ 201__.

Address of the Bank issued the guarantee: _____

Form

Letter of Acceptance

(letterhead paper of Employer)

_____ (date)

To: _____
(Name of Contractor)

(Address of Contractor)

This is to notify you that your bid dated the _____ day of _____ 201__, for the execution of _____ (description of works) to the total sum of _____

(Amount in Figures and Words)

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

At the same time, we are sending you the Form of Contract and requesting you, in accordance with Clause 32.2 of the Instruction to Bidders, during 7 (seven) days to sign and date the Form of Contract, and return it at our address. Along with the signed Contract, we request you to furnish us, pursuant to ITB Clause 33, with the Performance Security.

You hereby instructed to start the Works pursuant to the Contract conditions.

Name of organization _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: the Contract

Form

Power of attorney

TO: *[name of Employer]*

WHEREAS _____ *[name of Contractor]*, who is the Contractor for the execution of Works *[description of works]*.

do hereby authorize _____ *[name and address of Contractor's Representative]* to submit the Bid, and subsequently negotiate with you, and sign the Contract based on the *Invitation for Bids* which we hereby extend our full guarantees for the execution of Works based the *Invitation for Bids*.

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

Dated on _____ day of _____ 200____.

(date)

(seal)

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

EVALUATION CRITERIA		
NON-FINANCIAL ASSESSMENT	Administrative Compliance	RESPONSIVE
		(Yes/No)
1	Submission of Valid Company Registration	
	Submission of Valid Certificate of Compliance - GRA	
	Submission of Valid Certificate of Compliances - NIS	
	Completion of Form of Tender (signed)	
	Detailed Work Programme	
	Audited Financial Statement	
	Method Statement	
	Record of Past Experience or Similar Works	
	List of Equipment Proposed for the Project	
	List Qualification & Experience of Key Personnel	
List of matters of Litigation		
Completed Priced Bill of Quantities		
	MAIN EQUIPMENT	25
2	Excavator	Insert Points
	Motor Grader	Insert Points
	Front End Loader	Insert Points
	Bitumen Distributor	Insert Points
		Insert Points
	Dump Truck	Insert Points
	Pneumatic Roller	Insert Points
	EQUIPMENT	10
3	Own	Insert Points
	Rent	Insert Points
	KEY PERSONNEL	25
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	25
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***