

STANDARD BID SOLICITATION DOCUMENT

GOVERNMENT OF GUYANA



(insert name of procuring entity and name of project)

PROCUREMENT GOODS & RELATED SERVICES

VALUED G\$3.0 million to G\$15 Million

Introduction

Preface

This Standard Bidding Solicitation Document (SBSD) have been prepared by the NPTA for use by the Procuring Entities for the procurement of goods and services. The procedures and methods presented in this document have been developed on the basis of practical experience and are mandatory for use in the procurement carried out in whole or in part from the state funds in accordance with the provisions of the Procurement Law.

In order to simplify the preparation of the bidding documents for each individual procurement proceeding, the SBSB groups the provisions that are not intended to be changed in “the Instructions to Bidders” and in “the General Conditions of Contract”. Data and provisions specific to each procurement and contract should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical specifications, price schedule, schedule of requirements and the Evaluation Criteria. The applicable forms are listed in the table of contents, below.

Request for additional information can be forwarded to:

NPTAB

Telephone number: 592-223-7042

Npta.procurement@finance.gov.gy

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INVITATION FOR BIDS (IFB)

1. _____
(name of Procuring entity)

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

(Brief description of Goods, its quantity)

2. Required period of supply: _____.

3. The bidding documents may be obtained and be examined by any interested bidder. Bids can be purchased for a non-refundable fee in the amount of _____ at the following address. _____ (address and email of Procuring Entity)

4. All Bidders should submit their bids together with an original bid security to the sum of _____ GYD not later than _____ hours on “_____”day of _____ 202__ at the address: _____
(address of Procuring Entity)

5. Bids shall be valid for ninety (90 days after the date of bid opening.

6. Bids shall be opened by the Tender Board in the presence of Bidders’ representatives who wish to attend it at _____ hours on “_____”day of _____ 202__ at the address:

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

Representative of Procuring entity

/Full name/

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

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

2. Eligibility and qualifications of Bidders

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

B. Bidding Documents

3. Clarification and amendment of bidding Documents

- 3.1 The Procuring Entity, in not more than three (3) working days, will respond in writing or electronic mail to any request for clarification of the bidding documents to be received in writing or electronic mail not later than seven (7) days before the expiry of a deadline for submission of bids. At the same time, the Procuring Entity's response shall without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Procuring Entity.
- 3.2 At any time before the deadline for submission of bids, the Procuring Entity may amend the bidding documents by issuing an Addendum and notifying it to the bidders.

C. Preparation of Bid

4. Language of Bid

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

5. Documents Included in Bid

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

6. Bid Price

- 6.1. Subject to the choice of INCOTERMS as indicated in the Bid Data Sheet, the prices given in the Price Schedule shall include all transportation costs to the destination point indicated in the Contract, all taxes, duties, payments collected, in accordance with the laws of Guyana and delivery related and other costs on performing of contractual obligations.
- 6.2. The prices offered by the Bidders shall remain fixed during the whole period of Contract performance and shall not be modified in any circumstance.

7. Bid and Payment Currency

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

8. Bid Security

- 8.1 Unless otherwise provided in the *Bid Data Sheet*, the Bidder shall furnish, as part of his bid, an original Bid Security, in the form, currency and amount specified in the *Bid Data Sheet* with a validity period for not less than two (2) weeks upon the expiry of the bid validity period and in accordance with the specified form.
- 8.2 The bid security may be forfeited, if the Bidder:
- (a) withdraws his/her bid after it is opened during the period of validity specified in the bid; or,
 - (b) having been awarded the contract fails:
 - (1) to sign the contract on the terms and conditions provided in his bid; or
 - (2) to furnish the Performance Security, if required to do so.

9. Period of Validity of Bid

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

10. Format, Signing and submission of Bid

10.1 The Bidder shall prepare an original bid which shall be completed in writing in indelible ink and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney and 2 (two) exact electronic PDF copies of the bid on Flash Drive, to be submitted with the bid. All pages of the bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.

10.2 The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.

10.3 The Bidder shall seal the original and Electronic PDF copy of the bid in different envelopes, marking them “**ORIGINAL**” and “**COPY**”, as appropriate. The envelopes shall then be sealed in an outer envelope.

10.4 The envelope shall:

(a) be addressed to the **Chairman, National Procurement & Tender Administration Board (NPTAB), Main & Urquhart Streets, Georgetown** (the address specified in the Invitation for Bids);

(b) **bear the Name of the Project (.....) the words: “DO NOT OPEN BEFORE,”** (insert the time and date for bid opening specified in the *Bid Data Sheet*).

11. Deadline for Submission of Bids

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

12. Modification and Withdrawal of Bids

12.1 The Bidder may modify or withdraw his bid after the bid’s submission, provided that the Procuring Entity will receive a written notice of modification, including substitution or withdrawal of bid until the expiry of established period for submission of bids.

12.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 10. In that case the outer and inner envelopes will be additionally marked as “**MODIFICATION**” or “**WITHDRAWAL**”, as appropriate. A withdrawal notice may also be sent by email with a subsequent written confirmation not later than the deadline for submission of bids.

E. Opening and Evaluation of Bids

13. Opening of Bids

- 13.1 The Procuring Entity will open all bids in the presence of bidders' representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 13.2 The bidders' names, bid prices, including alternatives (if alternatives permitted), information on the presence or absence of required bid security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid shall be rejected at the opening, exclusive of late bids and unidentified Bids to be returned to the Bidder unopened.
- 13.3 Bids and modifications sent pursuant to ITB Clause 12.2 that are not opened and read out during the bid opening shall not be accepted for further evaluation, regardless of circumstances.

14. Evaluation of Bids

- 14.1 During the evaluation of bids, the Procuring Entity may, at his discretion, request the Bidder to provide clarification of his bid. The request for clarification and the response thereto shall be made in writing, and in that case no change in price or substance of the bid shall be sought, offered, or permitted.
- 14.2 The Procuring Entity shall determine the responsiveness of each bid to requirements of the bidding documents. For the purposes of this Clause a substantially responsive bid is one which satisfies all the indicated provisions without a material deviation or reservation.
- 14.3 The Procuring Entity may regard a tender as responsive if it contains any minor deviations, that do not materially alter or depart from the characteristics, terms and conditions and other requirements of the bid solicitation documents, or if it contains errors or oversights that are capable of being corrected without touching the substance of the tender. To the extent feasible and appropriate, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms, and reflected in adjustments to the bid price (for the purposes only of comparison of bids).
- 14.4 Arithmetical errors shall be rectified in the following manner. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder disagrees with such correction of errors, his bid shall be rejected.
- 14.5 The Procuring Entity shall evaluate and compare only the bids that are determined to be responsive to the Bid Solicitation Document.

15. Confidentiality and Contacting the Procuring Entity

- 15.1 No Bidder shall contact the Procuring Entity on any matter related to his bid from the date of bid opening until the date of contract award, except for requests related to clarification of the bid. Information concerning the evaluation of bids is confidential.

- 15.2 Any effort by the Bidder to influence the Procuring Entity's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid and subjected to debarment in accordance with:

F. Award of Contract

16. Award Criteria

- 16.1 Subject to ITB Clause 18, the Procuring Entity will award the Contract to the Bidder whose bid is determined to be substantially responsive to the requirements of the bid solicitation document, and who offered **the Lowest Evaluated Bid**, provided that the Bidder has been determined:
- (a) to be eligible pursuant to Clause 2;
 - (b) to comply with qualification requirements, in accordance with Clause 2, and any technical requirements and evaluation criteria disclosed in the bid solicitation documents.

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

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

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

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

19. Notification of Award

- 19.1. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period.
- 19.2. The notice of acceptance shall be given to the successful bidder within fourteen (14) days of the award of contract.
- 19.3. At the same time that the Procuring Entity notifies the successful Bidder in accordance with sub-clause (1), the Procuring Entity will notify all other Bidders of the name of successful Bidder, and his bid price.

20. Signing of Contract and performance security

- 20.1 The Procuring Entity will send the successful Bidder the Form of Contract contained in the bid solicitation document. The successful Bidder shall sign and date the Contract and return it to the Procuring Entity within seven (7) days of receipt of notice of award.
- 20.2 Together with the signed Contract, the Bidder shall, if required to do so by the *Bid Data Sheet*, furnish the Procuring Entity with a Performance Security in the amount and form specified in the *Bid Data Sheet*.

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

21. Settlement of disputes

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

22. Corrupt and Fraudulent Practices

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

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

(b) refer the matter to the Public Procurement Commission (PPC) in accordance with the provisions of Procurement (Suspension and Debarment) Regulations 2019.

23. Compliances

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

24. Defects Liability:

24.1 The “Defects Liability Period” for the goods and related services is months from the date of taking over possession or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for rectifying any defects or replacement of goods free of cost to the Procuring Entity.

Bid Data Sheet (BDS)

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

Item No.	
ITB 1.1	Name, address, telephone number, and e-mail of Procuring Entity; _____ The subject of the procurement is: [... <i>insert brief description of the procurement</i>]
ITB 2.1	To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria:
ITB 4.1	Language of Bid shall be English Language (specify language; also indicate, if applicable whether any supporting technical documentation may be in another language or has to be translated)
ITB 6.1	The price quoted by bidders shall be on the basis of _____ for goods delivered from abroad, and _____ for goods delivered from Guyana [the Procuring Entity may <i>select appropriate INCOTERMS, as an alternative to the formulation in Clause 12.1</i>]
ITB 7.1	Currency of Bid shall be in Guyana Dollars
ITB 8.1	A bid securing declaration must be completed and signed by the bidder.
ITB 9.1	The period of validity of bid ninety (90) days. <i>(this period should be sufficient to complete bid evaluation and enter into a contract)</i>
ITB 11.1	Deadline and place for submission of bids at hours on _____ day of _____ 202____. <i>at the address: _____</i> <i>(specify address)</i>
ITB 13.1	Time and place for opening of bid: _____ _____ <i>(specify address)</i> <i>(the date and time of opening should coincide with a deadline for submission of bids)</i>
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10% in accordance with ITB Clause 17.1
ITB 20.2	A performance security is may be required in cases where the supplier is given an advance payment. Performance Security must be in the form of a Bank Guarantee or a bond from an Insurance company licensed by the Bank of Guyana.
ITB 21.1	Disputes that may arise in the performance of the contract shall be settled in accordance with the applicable Laws of Guyana.
ITB 24.1	The duration of the defect's liability period is [.....] following provisional acceptance.

General Conditions of Contract (GCC)

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

1. Definitions and application

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

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

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

1.3 Warranty requirements are as may be specified in the Special Conditions of Contract.

2. Contract Documents

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

3. Performance Security

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

4. Packing

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

5. Delivery, Transportation, Mobilization Advance

- 5.1 The Supplier must deliver the Goods within the periods and to the Destination point indicated in the Schedule of Requirements and shall provide the documentation indicated in the SCC. Subject to the SCC, transportation of the Goods to the place specified by the Procuring Entity shall be carried out and paid by the Supplier and related costs shall be included in the Contract Price.

6. Payment

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

7. Prices

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

8. Assignment

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

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

- 9.1 Delivery of the Goods shall be carried out by the Supplier, in accordance with the schedule indicated by the Procuring Entity in the *Schedule of Requirements*.
- 9.2 Except for provided under GCC Clause 13, the delay in the Supplier's performance of his delivery obligations shall render the Supplier liable for payment of liquidated damages in the amount specified in the SCC, unless an extension of time is agreed upon by the parties without application of liquidated damages. Once the maximum deduction specified in the SCC is reached, the Procuring Entity may consider termination of the Contract, in accordance with Clause 10 of the General Conditions of Contract.

10. Termination

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

11. Settlement of Disputes

- 11.1 If any dispute or disagreement arises between the Procuring Entity and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement amicably by mutual consultation.
- 11.2 If during twenty one (21) days, the parties failed to resolve their dispute or disagreement by mutual consultation; either the Procuring Entity or the Supplier may send the other party the notice of intent to commence arbitration, if an arbitration is incorporated in the Contract in the Special Conditions of Contract or otherwise agreed by the parties, or in the Court of General Jurisdiction if no arbitration is envisaged, and no arbitration or litigation in respect of that matter may be commenced unless such notice is given.

Any dispute or disagreement in respect of which the notice of intent is sent to commence trial

shall be heard by the [Court of General Jurisdiction].

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

12. Applicable Law

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

13. Formal Communication between the Procuring Entity and the Supplier

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

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

14. Taxes and Duties

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

15. Retention

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

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

Special Conditions of Contract (SCC)

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

GCC Clause No.	Special Conditions of Contract
1.1	<p>Definitions</p> <p>The Procuring Entity is _____ <i>(full name, legal address, phone and e-mail of Procuring Entity)</i></p> <p>The Supplier is _____ <i>(indicate full name, legal address, phone, fax and e-mail of Supplier)</i></p> <p>The Subject of procurement _____ <i>(brief description of subject)</i></p> <p>[... describe any applicable warranty requirements]</p>
3.1	<p>[The amount and form of Performance Security (it should not exceed ten (10) percent of the Contract price)</p> <p>_____]</p>
4.1	<p>Packing</p> <p>_____</p> <p>_____</p> <p style="text-align: center;"><i>(specify packing methods, or delete if not applicable)</i></p>
5.1	<p>Delivery, Transportation</p> <p>The following documentation is to be provided by the Supplier to the Procuring Entity:</p> <ul style="list-style-type: none"> (1) Copies of Supplier’s invoice indicating a description, quantity, unit price of the Goods and sum total. (2) shipping order, railway receipt or truck receipt. (3) Warranty certificate of Manufacturer or Supplier; (4) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any); (5) Certificate of origin; (6) Certificate of conformity (7) Certificate of Quality <p><i>[The above list may be modified or supplemented to reflect the particular circumstances and nature of the procurement, such as a Manufacturer’s Authorization in accordance with Annex 13].</i></p>

<p>6.1</p>	<p>Payment Form _____ and periods of payment _____</p>
<p>9.2</p>	<p>Liquidated Damages Applicable rate: _____ for untimely execution of order. Maximum deduction: _____. (Applicable rate should not exceed (0.05) percent per week, and the maximum amount should not exceed ten (10) percent of the Contract Price)</p>
<p>11.2</p>	<p>Settlement of Disputes Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p>

Schedule of Requirements

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

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

TECHNICAL SPECIFICATIONS

Notes for Preparing the Technical Specifications

The Technical Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be used in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

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

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

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

SUPPLIER'S BID

TO: _____
(Name and address of Procuring Entity)

Dear Sir / Madam,

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 _____,

The Value Added Tax (VAT) for our bid is _____
.....
(amount in words and figures)

The Price of our bid, including VAT is _____
.....
.....(insert the total bid price in words and figures, in Guyana dollars as per details given in the price schedule attached)

Alternative bids (at the Employer's request):

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

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

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

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

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

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

Dated the _____ day of _____ 202__.

Duly authorized to sign the Bid for and on behalf of

(name of Supplier)

(Title)

(Signature and seal)

PRICE SCHEDULE

Lot No.	Brief description of goods	Quantity	Unit price	Total price	Total Cost including delivery and VAT

Supply Contract for Goods

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

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

THIS CONTRACT WITNESSES AS FOLLOWS:

1. In this Contract, the terms and expressions have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall form the Contract and shall be deemed its integral part, viz.:
 - (a) Procuring Entity's Notification of Award;
 - (b) Bid and Price Schedule submitted by Bidder;
 - (c) Schedule of Requirements;
 - (d) Technical Specifications;
 - (e) General Conditions of Contract;
 - (f) Special Conditions of Contract;
 - (g) Other documents included in the Contract documents;
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services, and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring Entity hereby agrees to pay the Supplier in consideration of the delivery of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the legislation of Guyana the day and year first above written in the beginning of the document.

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

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

Bid-Securing Declaration

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

Date of Bid Submission (day/month/ year):
RTB, MTB Reference No. (number of bidding process):
Alternative No. (insert identification No. if this is a Bid for an alternative):

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring for the period of time of[to be inserted by the Procuring Entity, insert **number of months or years**] starting on..... [date to be inserted by the Procuring], if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days (28) after the expiration of our Bid.

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

Name: (insert complete name of person signing the Bid Securing Declaration)

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

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

Manufacturer's Authorization

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

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

To: _____ [*insert complete name of Purchaser*]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 1.3 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: _____ [*insert title*]

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

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

**PERFORMANCE SECURITY
(Bank Guarantee/ Performance Bond)**

TO: _____
[Name of Procuring Entity]

WHEREAS _____ [name of the Supplier] (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. _____ [Contract number] dated _____ 202 _ to supply _____ [description of Goods and Services] (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a [Bank Guarantee or Performance Bond from an insurance company licensed by the Bank of Guyana] the sum specified therein as a security for compliance with the Supplier's obligations under the Contract,

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

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

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

This guarantee shall be valid till the ____ day of _____ 202_.

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

Dated on _____ day of _____ 202_.

Address of the Bank / Surety issuing guarantee: _____

Letter of Acceptance
(Letterhead paper of Procuring Entity)

_____ (date)

To: _____
(Name of Supplier)

(address of Supplier)

We hereby notify you that your bid dated the _____ day of _____ 202__, for the supply of goods _____ (*description of goods*) up to a total of _____
(*amount in figures and words*)

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

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

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

Name of Agency _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: The Contract

Affidavit of Authorization

TO: _____ *[name of Procuring Entity]*

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

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

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

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

Note: The affidavit of authorization must be drafted on a letterhead of the Supplier and signed by a Commissioner of Oats or Justice of Peace. The Bidder shall include this authorization in his Bid.

Evaluation and Qualification Criteria

PROPOSAL FOR STANDARD EVALUATION CRITERIA FOR GOODS

***Select appropriate criteria:**

No.	DESCRIPTION
1.	Submission of a valid business registration or certificate of incorporation that is clearly legible . Incorporated companies must submit a list of directors.
2.	Submission of a valid NIS compliance certificate in the name of the business as per business registration. Document must be clearly legible.
3.	Submission of a valid GRA compliance certificate in the name of the business as per business registration. Document must be clearly legible.
4.	Completed and signed supplier's bid page (<i>insert page number</i>).
5.	Completed and signed price schedule must be submitted.
6.	Completed and signed delivery schedule (<i>insert page number</i>) or statement of agreement to supply goods/services within the period specified in the delivery schedule (<i>insert page number</i>).
7.	Provision of documentation detailing the technical specifications for the items listed in the Schedule of Requirement (<i>insert page number</i>) or evidence to show that the goods match the Technical Specifications as detailed on page (<i>insert number</i>).
8.	Bid Securing Declaration Form completed and signed.
9.	Demonstrate experience and technical capacity by providing documentary evidence that shows the supply of goods/services similar to the items in the Requirement Schedule (<i>insert page number</i>). Bidder must provide copies of contracts with previous clients, or copies of valid invoices showing items supplied to clients. Bidder must demonstrate the experience of supplying goods/services to a minimum value of (<i>insert value</i>).
10.	Evidence of financial capacity, in the name of the bidder, representing (<i>insert percentage</i>) of the bid price. Financial Capacity must be evidence in the form of a bank statement or Line of credit from a bank or Insurance company licensed by the Bank of Guyana. The line of credit must state a figure. The document must be dated within one month of the bid opening date and be clearly legible . When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company.
11.	Bidder must provide a letter of Authorization for the Procuring Entity to seek reference from the bidder's Bank relating to the financial capacity evidence supplied. The document must be dated within one month of the bid opening date and be clearly legible .
12.	Written confirmation of authorizing signatory must be provided. This must be in the form of a Affidavit of authorization and endorsed by a Commissioner of Oaths or Justice of Peace.
13.	Bidder must provide audited financial statements for the past three years for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note. OR Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the past three years. These financial statements must be approved by a Chartered accountant/accountancy firm. <i>Procuring Entity must advise what financial analysis will be conducted.</i>
14.	The Bidder shall provide accurate information on the related bidding form as provided about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last three years. Pending Litigation: All pending litigation shall in total not represent more [<i>insert percentage figure</i>] % of the Bidder's net worth and shall be treated as resolved against the bidder. If bidder has pending

	<p>litigation representing more than the stated percentage, the bid will not be considered.</p> <p><u>Litigation History</u>: Non-performance of a contract did not occur as result of supplier’s default since 1st January, <i>[insert year]</i>. If bidder has a history of nonperforming contract the bid will not be considered.</p>
15.	<p>Bidder must provide a letter stating any or no terminated or abandonment of projects. The letter must be dated within one month of the bid opening date.</p> <p>If a form has been provided in the tender document the criteria should read: Bidder must complete and sign the document provided .</p>
16.	Provision of valid manufacturer's authorization or authorized distributor letter

Pending Litigation Format				
<input type="checkbox"/> No pending litigation in accordance with Evaluation Criteria # <i>[insert number]</i>				
Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
<i>[insert year]</i>	<i>[insert amount]</i>	<i>[insert percentage]</i>	<ul style="list-style-type: none"> Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/ city/ country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Status of dispute: <i>[indicate if it is being treated under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>

3. Litigation History

Litigation History Format		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 st January <i>[insert year]</i> , in accordance with Evaluation Criteria # <i>[insert number]</i>		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
	•	
<i>[insert year]</i>	<ul style="list-style-type: none"> Contract Identification: <i>[indicate complete Contract name, number, and any other identification]</i> Name of Purchaser: <i>[insert full name]</i> Address of Purchaser: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Purchaser" or "Supplier"]</i> Status of dispute: <i>[indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]</i> 	<i>[insert amount]</i>