

**STANDARD BIDDING DOCUMENT
(SBD)**

GOVERNMENT OF GUYANA

(Insert Ministry)

(Address)



(Insert name of project)

**PROCUREMENT OF WORKS
Value: G\$15 million and above**

(Insert Month and Year)

Introduction

These Standard Bidding Documents (SBD) have been prepared by the National Procurement and Tender Administration Board (NPTAB) for use by all Procuring Entities for the procurement of works in accordance with the relevant sub-sections of the Procurement Act 2003, Chapter 73:05. 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 the preparation of the bidding documents for each individual procurement, the SBD groups the provisions that are intended to be used unchanged in “the Instructions to Bidders”, “the General Conditions of Contract” and “The Evaluation Criteria”, unless written approval is granted by the NPTAB.

Data and provisions specific to each procurement should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical Specifications (including any drawings and plans) and Bill of Quantities. The standard applicable forms are listed in the table of contents and in the relevant sections herein.

For additional information on this SBD, please contact;

NPTAB
Telephone number: 592-223-7042
Npta.procurement@finance.gov.gy
www.npta.gov.gy

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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)

At an estimated budget of:GYD

2. Interested bidders may peruse the bid document at the procuring entity, prior to the purchase a complete set of the bidding documents upon 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 _____202__ at the address below:

The Chairman,
National Procurement and Tender Administration Board
Ministry of Finance
Main & Urquhart Streets, Georgetown.

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

4. Bids should be valid for 90 days from the date of bid opening.
5. Bids will be opened by the National Procurement and Tender Administration (NPTA) in the presence of bidders’ representatives who wish to attend at _____ hours on ____ day of _____202__ at the address: _____ or may request a video link from npta.procurement@finance.gov.gy.

(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

1.1 The Employer as defined in Section II “Bidding Data Sheet” (BDS), invites bids for Works, as described in the BDS and Special Conditions of Contract (SCC). The name of the Contract is provided in the BDS and the SCC.

1.2 The successful Bidder shall complete the Works by the Intended Completion Date specified in the BDS.

1.3 Throughout these Bidding Documents:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all contractors from any country unless prohibited by the Procurement Act, 2003, chapter 73:05

2.2 A bidder may be a sole proprietor, joint venture or other legal entity 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 financially autonomous and 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, the 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 specified works 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 must not be insolvent, bankrupt, their property must not be controlled by judicial authority, their cases must not be commanded by court or by the person appointed by court, their commercial activities must not be suspended, and they must not be a subject of such judicial proceedings;
- 2.8 The bidder should fulfill its tax and National Insurance Scheme obligations in Guyana.

3. Qualifications of the Bidder

- 3.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 3.2 In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract. These pre-qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 3.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids as stipulated in the **SCC or otherwise stated in the BDS**;
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction works performed for each of the last three (3) years;
 - (c) experience in works of a similar nature and size for each of the last three (3) years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
 - (d) major items of construction equipment proposed to carry out the Contract;
 - (e) provision of qualification and experience of key personnel for the Contract;
 - (f) audited financial statements for the previous accounting period for incorporated companies while registered businesses must provide balance sheets, profit and loss accounts, and income and expenditure accounts for the past three years;
 - (g) evidence of adequacy of working capital for this Contract whereby the bidder must provide a bank statement or **LINE** of credit from a bank or an insurance company licensed by the Bank of Guyana;
 - (h) authority to seek references from the Bidder's bank(s) or Insurance company;
 - (i) information regarding any litigation, current or during the last three (3) years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and

awards;

- (j) list all on-going project(s): Name of project, value, date of award, original date of completion as per contract, percentage completed to date.

3.4 Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

3.5 To qualify for award of the Contract, bidders should meet the qualifying criteria set forth in the Evaluation Criteria.

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) Invitation for Bid
- (b) 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
- (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.
- (o) Statement of On-going Projects Form
- (p) Environmental and Social Management Forms
- (q) Evaluation Criteria

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 or electronic messaging. The Employer 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 all bidders who received the bidding documents within 3 (three) working days.

8.2 A mandatory Pre-bid conference will be conducted by the Employer 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 mail or electronic mail. Bidders should confirm the receipt of each addendum in writing or by mail or electronic mail, 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 Employer, at his discretion, may extend the deadline for submission of bids.

C. 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 Employer 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 and signed Form of Bid;
- (b) Priced Bill of Quantities and Priced list of consumable materials;
- (c) Bid Security provided in accordance with ITB Clause 15;
- (d) General Conditions of Contract and Special Conditions of Contract;
- (e) Technical Specifications used for the execution of the Works;
- (f) Alternative offers (at the Employer's request);
- (g) other documents to be filled in by bidders in accordance with the requirements indicated in *the Bid Data Sheet* and the Evaluation Criteria
- (h) Power of attorney for signing the Bid. [*specimen from provided*]

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 kind 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 labour, 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 for ninety (90) days after the date of bid opening. Bids 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 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 in the amount and form specified in *the Bid Data Sheet* with a validity period of not less than fourteen (14) days after the expiry of the period of bid validity. The Bid Security shall be an original of the document.
- 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 a bank located in Guyana or by local correspondent bank in case when the security is issued by a foreign bank, or from an insurance company licensed by the Bank of Guyana
- 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 the 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 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 awarded to Bidder, if this Bidder fails:
 - (1) to sign the Contract on the terms and conditions specified in his bid

16. Alternative offers at the request of the Employer

- 16.1 The Employer may request in the Solicitation 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 primary 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 primary Bid, the Bidders shall provide all information necessary for a complete evaluation of the alternative conditions by the Employer, 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 Employer.
- 16.4 The Bidder, in his Bid, shall indicate the primary 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 shall submit: -

- Submit one (1) original (in paper) and 2 electronic copies (flash drive only) with an **exact PDF** version of the paper tender.(It is the responsibility of the bidder to ensure that the PDF file is accessible and readable and is an exact copy of the original.)
 - Ensure the envelopes of the original (in paper) and the 2 electronic copies are identically labelled.
 - The 2 electronic copies (flash drive) should be placed in a smaller envelope and properly affixed to the original paper submission.
- 17.2 The original of the bid shall be prepared 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 envelopes shall bear the name, address and contact number of the bidder.
- 18.3 The outer envelopes shall:
- (a) be addressed to the Employer at the address specified in the Invitation for Bids and the Bid Data Sheet;
 - (b) bear the name of the project indicated in the invitation for bids and the words "**DO NOT OPEN BEFORE**" (insert the time and date of bid opening) specified in *the Bid Data Sheet*)
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.3, the Employer will assume no responsibility for the bid’s misplacement or premature opening.
- 18.5 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 time and date specified in *the Bid Data Sheet*.
- 19.2 The Employer may, at its 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 Employer 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 email with a subsequent written confirmation 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 are 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 NIS and GRA compliances will be announced at the opening. No bid may be rejected in the bid opening, exclusive of the late bids which should be returned 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 which should include information to be disclosed to those who are present and to be promptly sent to the Authorized State Procurement Body.

23. Confidentiality Observance and Contacting the Employer

- 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 the award of the Contract would have been 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.

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

24.1 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 Bid Solicitation 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.

Material Deviation are, 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. 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 is not a material deviation from the requirements of the bidding documents, and such non-conformity or inaccuracy shall not influence the 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 shall 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 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 must be accepted by 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 in unsolicited benefits for the Employer will not be taken into account in bid evaluation.

F. Award of Contract

28. Award Criteria

28.1 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 at any time prior to the acceptance of a bid without incurring any liability towards contractors or suppliers that have submitted bids. The employer shall upon request communicate to any supplier or contractor that submitted a bid the grounds for its rejection of all bids but is not required to justify those grounds.

29.2 Notice of Rejection of bids shall be given promptly to all suppliers and contractors that submitted bids.

30. Notification of Award

30.1 Within 14 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 email and later confirmed by 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 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 on a notice board or website the name and address of the successful bidder and the contract price.

30.3 Unsuccessful bidders may request in writing to the Employer 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 the grounds on which its bid was not selected.

31. Signing of Contract

32.1 The Employer will send to the successful Bidder, the Form of Contract contained in the Bid Solicitation Documents.

32.2 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 Employer.

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 lowest 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. Advance Payment and Security

- 33.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as stated in the BDS. The Advance Payment shall be guaranteed by a Security.

34. Corrupt and Fraudulent Practices

- 34.1 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, receiving or soliciting directly or indirectly of anything of value to influence improperly the actions of another party.
 - II. "fraudulent practice" - means any act or omission including misrepresentation that knowingly misleads or attempts to mislead a person to obtain financial or other benefits or to avoid an obligation.
 - III. "collusive practice" means an arrangement between two or more persons, designed to achieve an improper purpose including influencing improperly the actions of another person.
 - IV. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly any person or the property of any person to influence the actions of the other person.
- (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) shall refer the contractor to the Public Procurement Commission in accordance with the provisions of the Procurement (Suspension and Debarment) Regulations 2019

35. Penalties

- 35.1 A penalty for slow or non-performance will be imposed as per the rate prescribed for Liquidated Damages. Slow performance 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).

36. Complaints and Protests

Procedures for administrative review of complaints and protests

- 36.1 Any potential or actual bidder, supplier, contractor, or a consultant who claims, to have suffered or may suffer, loss or damage due to a breach of duty imposed on a procurement entity by the Procurement Act 2003 and the Procurement Regulations 2004, including any subsidiary legislation, may complain or protest in accordance with following procedures:
- 36.2 A complaint or protest shall not be entertained and shall be rejected in the following cases;
- a) a decision by the procuring entity to reject all bids, or quotations or proposals
 - b) a complaint or protest submitted later than 7 working days from the date the complainant became aware or should have become aware of the circumstances leading to the complaint or protest.
- 36.3 If a contract has not yet been signed, the complaint or protest shall in the first instance be submitted to the concerned procuring entity viz. ministry, region or district head within 7 working days of the complainant becoming aware of the circumstances leading to the complaint/ protest.
- 36.4 The Procurement entity shall give a decision within 5 working days of receiving the complaint.
- 36.5 If the complainant is NOT satisfied with the decision of the entity or does NOT receive any response within the time specified, he/she may appeal the decision to the Bid Protest Committee within three working days of receiving or failing to receive within the prescribed period, the response from the entity
- 36.6 If a procurement contract has already been signed, the complaint/protest may be submitted direct to the Bid Protest Committee within 7 working days of the date on which the complainant became aware or should have become aware of the circumstances leading to the complaint or protest. Simultaneously a copy of the complaint/ protest shall be sent to the Procuring entity.
- 36.7 The appeal or complaints submitted to the Bid Protest Committee shall be accompanied by a registration fee equivalent to 2% of the actual or estimated value of the procurement, subject however to a maximum of G\$ 2 million.
- 36.8 The Bid Protest Committee shall review the complaint or protest, in consultation with the procurement entity and may,

- a) reject the complaint/protest giving reasons for its decision. If the complaint is also declared frivolous the registration fee shall be forfeited.
 - b) instruct both parties i.e. the complainant and procuring entity, on the rules and policies that apply to the issue raised and direct them to proceed accordingly
 - c) prohibit the procurement entity from proceeding or deciding the issue unlawfully
 - d) annul any unlawful decision of the procuring entity unless a contract has been signed
 - e) order the procurement entity to pay compensation to the complainant for the costs incurred in the bid preparation and participation order the entity to terminate the procurement. Proceeding
- 36.9 During the period of consideration of a complaint/ protest the procurement proceedings shall be suspended from the time the complaint is received to the time a final decision is issued by the Procurement entity or the Bid Protest Committee. However, the procuring entity may decide not to suspend the procurement proceedings in the public interest but record its reasons for such a decision. The Bid Protest Committee also may decide to remove the suspension if in its opinion the public interest warrants such action

BID DATA SHEET (BDS)

Item №	
A. General	
ITB 1.1 and 8.1	The name, address, telephone, mail and e-mail of Employer is: <i>Procuring Entity</i> <i>Address</i> <i>Tel:</i> <i>Email:</i>
ITB 1.1	The works are: Name and Location Scope: <i>Description</i>
ITB 1.1	The source of financing is: <i>Government of Guyana</i>
B. Bidding Documents	
ITB 8.1	The Employer's address for clarification is: Address
ITB 8.2	Whether the mandatory pre-bid conference shall be held: <i>YES</i>
C. Preparation of Bids	
ITB 10.1	The language of Bid: <i>English</i>
ITB 11	Any additional materials required to be completed and submitted by the Bidders are as follows; - list all on-going project(s): Name of project, value, date of award, original date of completion, percentage completed to date -
ITB 14.1	The period of Bid validity: <i>90 days</i>
ITB 15.1	The amount of Bid Security: \$
ITB 15.2	Form of Bid Security: <i>Bid security should be expressed in Guyanese currency and shall be a bank guarantee or a bid bond issued by an insurance company licensed by the Bank of Guyana.</i>
ITB 16.2	Whether alternative provided for or not: <i>NO</i>
ITB 17.1	The number of the Bid Document to be completed and returned shall be: <i>One original and two exact PDF copy of the original on flash drive.</i>
D. Submission of Bids	
ITB 18.4	Certificates of compliances from NIS, GRA and VAT Registration
ITB 19.1	The deadline and address for bid submission Time: Date: Place of Submission: <i>National Procurement and Tender Administration Board, Ministry of Finance, Main and Urquhart Street, Georgetown.</i>

E. Opening and Evaluation of Bids	
ITB 22.1	<p>The bid opening shall take place at: <i>National Procurement and Tender Administration Board, Ministry of Finance, Main and Urquhart Streets, Georgetown.</i></p> <p>Date: Time: 9:00hrs</p>
F. Award of Contract	
ITB 28	<p>Award Criteria Contract will be awarded to the lowest evaluated qualified Bidder consistent with the evaluation criteria.</p>
ITB 32.1	<p>The amount and validity of Performance Security 10% of the contract sum and may be in the form of a <u>Bank Guarantee or a bid bond issued by an insurance company licensed by the Bank of Guyana.</u></p>

General Conditions of Contract (GCC)

A. General provisions

1. Definitions

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

- (a) "**Bill of Quantities**" means the completed priced items of works and priced consumable materials which are the part of the Bid.
- (b) "**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.
- (c) "**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.
- (d) "**Contractor**" means an individual or legal entity, or a partnership, whose Bid for the execution of the Works is accepted by the Purchaser.
- (e) "**Contractor's Bid**" means the completed bidding documents submitted by the Contractor to the Purchaser.
- (f) "**Contract Price**" means the amount to be paid to the Contractor under the Contract for the entire and duly performance of his contractual obligations.
- (g) "**Days**" mean calendar days; "**months**" mean calendar months.
- (h) "**A Defect**" means any part of the Works executed breaching terms of the Contract.
- (i) "**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.
- (j) "**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.
- (k) "**Drawings**" include all calculations, schemes, plans and other information provided, or approved by the Authorized Body for the execution of the Contract.
- (l) «**Compensation Events**» means the event defined in Clause 41 of the General Conditions of Contract.
- (m) "**Employer**" means the party, as defined in the SCC, which employs the Contractor to execute the Works.

(n) "**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.

(o) "**The Initial Contract Price**" means the Contract Price indicated by the Employer in the Letter of Acceptance.

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

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

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

(s-i) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

(s-ii) "**Engineer**" means a competent person appointed by the Project Manager and notified to the Contractor during the commencement of the Contract.

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

(u) "**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.

(v) "**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.

(w) "**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.

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

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

(z) "**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.

(aa) **the Defects Liability Period** is the period stated in the **SCC** and calculated from the completion date.

(bb) **A Variation** is an instruction given by the Project Manager which varies the Works.

(cc) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

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. Project Manager Decision

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

Delegation

4.2 The Project Manager may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

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. Insurance

19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

19.5 Both parties shall comply with any conditions of the insurance policies.

20. Site Investigation Reports

20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports that may be available by the Client.

21. Queries about the Special Conditions of Contract

21.1 The Project Manager shall clarify queries on the SCC.

22. Contractor to Construct the Works

22.1 The Contractor MUST construct and install the Works in accordance with the Specifications and Drawings.

23. Approval by the Project Manager

23.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

23.2 The Contractor shall be responsible for design of Temporary Works.

23.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

23.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

23.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

24. Safety

24.1 The Contractor shall be responsible for the safety of all activities on site.

25. Possession of the Site

25.1 The Employer shall give possession of all parts of the Site to the Contractor.

26. Instructions, Inspections and Audits

26.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

26.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required. The Contractor shall maintain all documents and records related to the Contract for five (5) years after completion of the work. The Contractor shall deliver any document necessary for the investigation of allegations of fraud or corruption and require to employees or agents with knowledge of the Contract to respond

to questions from the Employer.

27. Disputes

27.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to Arbitration.

28. Procedure for Disputes

28.1 The Arbitration shall be conducted by the Chancellor of the Judiciary of Guyana in accordance with the laws of the Cooperative Republic of Guyana.

G. Time Control

29. Program

29.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

29.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

29.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

29.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

30. Extension of the Intended Completion Date

30.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

30.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

31. Delays Ordered by the Engineer

31.1 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.

32. Acceleration

40.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

40.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

33. Delays Ordered by the Project Manager

41.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

34. Management Meetings

34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

H. Quality Control

35. Identifying Defects

- 35.1 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.
- 35.2 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 *Special Conditions of Contract*.

36. Tests

- 36.1 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.

37. Correction of Defects

- 37.1 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*.
- 37.2 Upon receipt of each notice of Defect, the Contractor should correct the indicated Defect within the time period specified in the Engineer's notice.

38. Uncorrected Defects

- 38.1 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.

I. Cost Control

39. Bill of Quantities

- 39.1 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.
- 39.2 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.

40. Changes in Quantities

- 40.1 In exceptional circumstances, the Employer, as may be industrially required, may change

quantity of any works, or individual kinds of works.

- 40.2 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.
- 40.3 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.
- 40.4 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.
- 40.5 The Contractor does not have a right for additional payment as a compensation of expenditure which one might avoid by giving an early notice.

41. Variations

- 41.1 All Variations shall be included in updated Programs produced by the Contractor.

42 Payments for Variations

- 42.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 42.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 42.3 If the Contractor’s quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

42.6 All variations MUST be approved by the appropriate awarding entity.

43. Tax

43.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales, income and other taxes and duties that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

44. Currencies

44.1 All payments will be made in Guyana Dollars only.

45. Cash Flow Forecasts

45.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

46. Payment Certificates

46.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

46.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

46.3 The value of work executed shall be determined by the Project Manager.

46.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

46.5 The value of work executed shall include the valuation of Variations and Compensation Events.

46.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

47. Certificate of Performed Works

- 47.1 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.
- 47.2 The Engineer should check the Contractor's monthly certificates of performed works and approve them for payment to the Contractor.
- 47.3 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.
- 47.4 The value of performed works should include the value of Work order (additional works) and of Compensation Event.
- 47.5 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.

48. Payments

- 48.1 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.
- 48.2 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.
- 48.3 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.

49. Compensation Events

- 49.1 The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the Site Possession Date
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the

work of the Contractor under the Contract.

- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

49.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

49.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

49.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

50. Retention

- 50.1 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
- 50.2 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.
- 50.3 After entire completion of Works, the Contractor may substitute retention money with an “on demand” bank guarantee.

51. Liquidated Damages.

- 51.1 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.
- 51.2 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.

52. Force majeure

- 52.1 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.
- 52.2 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.
- 52.3 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.

53. Mobilization or Advance Payment

- 53.1 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.
- 53.2 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.
- 53.3 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.

54. Performance Security

- 54.1 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*.
- 54.2 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.

55. Cost of Repairs

- 55.1 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.

J. Finishing the Contract

56. Completion

56.1 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

57. Taking Over

57.1 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.

58. Final Account

58.1 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.

59. Operating and Maintenance Manuals

59.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**.

59.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

60. Payment upon Termination

60.1 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.

60.2 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.

61. Property

61.1 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.

62. Release from Performance

62.1 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.

63. Contractor to Protect Works Done, Materials and Plant

63.1 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.

63.2 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.

64. Materials and Equipment of Contractor

64.1 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.

64.2 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 (m)	The Employer is: <i>Name</i> <i>Address.</i> <i>Tel:</i> <i>Email:</i>
1.1 (b)	The Intended Completion Date for the whole of the Works shall be: xx Days after the official commencement date.
1.1 (sii)	The Engineer is: ‘shall be assigned at the commencement of the project’
1.1 (aa)	The Defects Liability Period is: xxx days after the official completion of the Project.
1.1 (t)	The Site is located at: <u>Address</u>
1.1 (v)	The Start Date shall be: xx days after the signing of the Agreement
2.1	Any other documents: all instructions (oral or written) subsequent to the signing of the Contract.
3.1	The Language of Contract: English
3.1	The Applicable Law: Law of Guyana
8 9 10	<i>The minimum insurance amounts and deductibles shall be:</i> <i>(a) for the Works, Plant and Materials: the Contract Sum.</i> <i>(b) for loss or damage to Equipment – G\$.....</i> <i>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: G\$.....</i> <i>(d) for personal injury or death:</i> <i>(i) of all persons authorised to be on the site: G\$.....</i> <i>of the general public: G\$.....</i>
16.2	The date by which the Site has been transmitted to Contractor for use: the date when the commencement order is issued.
27 28	Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.
29	The period of submission of Work Execution Schedule: within xx days from the date of the Letter of Acceptance.

29.3	The period of submission of updated Work Execution Schedule: <i>xx days</i>
29.3	The retention for untimely submission of Work Execution Schedule: <i>G\$....</i>
35.2	The Defects Liability Period: <i>xxx days</i>
40.4	Changes in rates and value of consumables shall only apply where the change in quantities of items of work listed in the Bills vary more than <i>x %</i> .
48.1	The interest to be paid for the delay of payment on the amount of the delayed payment: <i>Interest rate at Bank of Guyana at time of delay</i>
50.1	Retention The percentage of payments due to be retained of the value of works done to correct possible defects: <i>the portion of payments retained is 10% of the contract sum.</i>
51.1	Liquidated Damages The penalty to be paid by the Contractor for delay of the completion of works <i>0.05% of the Contract Sum per day.</i> The maximum amount of liquidated damages for the whole of the Works is: <i>10% of the final Contract Price.</i>
	The Schedule of Other Contractors is as follows: <i>None</i>
53.1	Mobilization/ Advance Payment The time frame by which mobilization/advance payment is to be provided and the amount: <i>15% of the contract sum and shall be paid to the Contractor no later than 10 days after the receipt of the Advance Mobilization Bond.</i>
53.3	Mobilization/ Advance Re-payment <i>Repayment of advance payment for mobilization and equipment:</i> <i>The advance payment shall be repaid by means of deductions from the instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80% value of works has been achieved. The percentage amount to be repaid from each instalment shall be calculated using the following formula:-</i> $Rp = 5/4 * (100*TV/CS) \%$ <i>Where Rp is the percentage advance to be repaid, TV the total valuation and CS is the original contract sum, the result is rounded up to zero decimal places.</i> <i>NB: - whenever, Rp is negative (-), zero (0) percentage (%) will be repaid</i> The interest to be paid for the delay of payment on the amount of the delayed payment: <i>N/A</i>
54.1	A Performance Security is required in the amount <i>10% of the contract price</i> and shall be in the form of a <i>bank guarantee</i> or a performance <i>bond</i> issued by an insurance company licensed by the Bank of Guyana.
54.2	Other Contract Conditions on returning of the Performance Security: <i>None</i>
48.1	When a suspension order is not revoked by the Employer after <i>42 days</i>.
48.1	When payment to the Contractor is delayed beyond <i>42 days</i> following invoicing.
48.1	The maximum number of days of delay is: <i>50</i>

Section VI. DRAWINGS

Section VII. BILL OF QUANTITIES

Section VIII. TECHNICAL SPECIFICATIONS

Forms

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: _____

Affidavit of authorization issued for signing of the Bid: (*attach*).

1.2 Total volume of the Works executed for the last (3) three years in GYD:

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

No.	Project name and location	Name of Employer and their telephone numbers	Commencement and Completion dates	Value of Contract

1.4 The availability of the following key 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 No. Excavator/Mini-excavator/Backhoe				
1 No. Roller/Compactor				
1 No. Truck				
1 No. Pressure Testing Apparatus				
1 No. Skid Steer				

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

Position	Full Name (CV and Telephone number must be attached)	Years of experience	Years of experience at similar position
Project Manager			
Civil Engineer			
Sworn Land Surveyor			
Foreman			

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 Information on current litigation (and recent – within past 3 years) in which the Bidder involved.

Other party (ies)	Cause of dispute	Disputed amounts

1.7 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.

1.8 Provision of audited financial statement for the company's last financial year not exceeding 12 months before the Bid date

1.9 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 _____ 202_.

Form

CONTRACTOR'S BID

Date:
IFB No:

TO: Name
 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 **Name and Location of Project, Region No.**

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): *None*

Also we offer to execute the works pursuant to alternative bids for the amount of _____ N/A _____ 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 [.....] GYD for proper performance of the contract. From our part, we undertake to furnish a bank guarantee / bond from a reputable financial institution for the advance payment in the above amount. We hereby confirm that this bid shall be valid within **90** 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 _____ 20__.

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 Employer 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:
<i>Employer (name of organization):</i>	
<i>Contractor(name of organization):</i>	
Amount of Work order GYD:	
<i>Agreed(signature of the person agreed with Work order):</i>	
Date of agreement:	

WORK ORDER No. _____

(to be made up by the Employer 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

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 _____ 202__, 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

Affidavit of Authorization

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 _____ 202__

(date)

(seal)

Note: The Affidavit of Authorization must be in conformity with statutory provisions and signed and sealed by a Commissioner of Oats to Affidavit. The Bidder shall include the Affidavit of Authorization in its Bid.

Form of Bid Security

[insert Bank / Insurance Company name, and address of issuing branch or office]

Beneficiary: _____
[insert name and address of Employer]

Date: _____ *[insert date]*

BID GUARANTEE No.: _____
[insert number]

We have been informed that _____
(hereinafter called "the Bidder") has submitted to you its bid dated _____
(hereinafter called "the Bid") for the execution of : Name and location of works

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, or (ii) ninety days after the expiration of the Bidder's Bid.

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

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

[signature(s) of authorized representative(s)]

Performance Bank Guarantee / Performance Bond
(Unconditional)

[The bank / Insurance Company providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

_____ *[insert bank / insurance company name, and address of issuing branch or office]*

Beneficiary: Name of Employer
Address.

Date: _____
[insert date]

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated with you, for the execution of **Name and Location, Region #** .

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no earlier the end of the defects liability period, calculated based on a copy of such Certificate which shall be provided to us. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____ *[signature(s) of an authorized representative(s) of the Bank]*

Form of Guarantee for Advance Payment

The **bank/ insurance company** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract

 [insert Bank / insurance company name, and address of issuing branch or office]

Beneficiary: Name of Employer,
Address.

Date: _____
 [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract with you, for the execution of "Name of Project and Location, Region #" which entails

Description of works

(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we _____
hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____)
upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number _____ at _____.

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

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

[insert signature (s) of authorized representative(s) of bank / insurance company]

Forms

HEALTH, SAFETY AND ENVIRONMENT INFORMATION (Where Applicable)

1. For individual bidders

2.1 SECTION B

HEALTH, SAFETY AND THE ENVIRONMENT		YES	NO
1.	Has your company been cited, charged, or prosecuted for any Occupational Health and Safety (OSH) non-compliance/offence or Environmental Offence in the last three years? If yes give details:		
2.	Has your company ever been prosecuted/issued with a stop order by or from a Government regulatory agency as a result of an Environmental/OSH Offence/issue? If yes give details:		
3.	Does your company have a documented Health, Safety and Environment (HSE) Management Programme/Plan?		
4.	Does the HSE programme/plan allow for the following? • Accountabilities and Responsibilities for Managers, Supervisors, and Employees? • Hazard/risk Recognition and Control? • Periodic Health, Safety and Environment inspections/compliance checks?		
5.	Does your company hold documented site Health, Safety and Environment meetings/training/awareness sessions for all employees involved? If yes; please provide copy(ies) of past meeting/training agendas, attendance registers. Also, how frequent were those meetings/trainings?		
6.	Does your company ensure all resources for meeting HSE requirements is available at site for all workers? E.g. PPEs, Spill Kits, Fire extinguishers, First-aid kits etc. If yes, provide a list of such resources/equipment.		
7.	Does your company have an HSE Policy? If yes; please provide a copy.		
8.	Does your company have a documented monitoring system on inspecting its' sub-contractors' HSE compliance and performance? If yes; please provide some details on this system, along with an HSE compliance inspection form, which may be used to inspect sub-contractors HSE compliance and performance.		

9.	Has any of your projects required an Environmental Authorization from the Environmental Protection Agency? If yes; please provide a copy of said Authorizations.		
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Forms

LABOUR AND WORKING CONDITIONS INFORMATION (Where Applicable)

2. For individual bidders

3.1 SECTION C

LABOUR AND WORKING CONDITIONS		YES	NO
1.	<p>Does the company have an Occupational Safety and Health Employee Handbook or HSE Programme/Plan where OSH protocols/requirements for your construction projects are documented? If yes; please provide a copy.</p>		
2.	<p>Does your company comply with national labour and employment law with respect to the following?</p> <ul style="list-style-type: none"> • Non-discrimination and Provision of Equal opportunities to all workers irrespective of race, creed, gender or religion? • Permission of employees to join a trade union? • Inclusion of local labour among your work-force at site specific projects? If yes; please provide details on past selection and number of local community labour in your past projects. • Provision of basic amenities of workers facilities at site; including sanitation, access to drinking water, toilet facilities etc. 		
3.	<p>Does your company utilise an accident register for onsite casualties inflicted to workers? If yes; please provide details on its use, and a copy of that Accident Register.</p>		
4.	<p>In the event of medical emergencies, are their appropriate and documented measures for responding to any casualties affecting workers on site? If yes; please provide a copy of those medical emergency measures.</p>		

Forms

RESOURCE EFFICIENCY AND POLLUTION PREVENTION INFORMATION (Where Applicable)

3. For individual bidders

4.1 SECTION D

RESOURCE EFFICIENCY AND POLLUTION PREVENTION		YES	NO
1.	Does the company have a Waste Management Plan/measures concerning the handling, transportation, storage and disposal of hazardous and non-hazardous waste generated by activities at a construction site or an HSE Plan/Programme where waste management is covered? If yes; please provide a copy and details of any reduce, reuse or recycle initiatives undertaken at site.		
2.	Does your company have documented measures to counter the following issues that can be as a result of construction activities? <ul style="list-style-type: none">• Reduced Air quality including dust pollution generated from activities at the site? If yes; please provide a copy of those measures.• Unusually high Noise Levels? If yes; please provide a copy of those measures.• Reduced water quality including increased turbidity (from runoff/erosion) water? If yes; please provide a copy of those measures.• Construction Traffic? If yes; please provide a copy of those measures.		

Forms

COMMUNITY HEALTH, SAFETY, SECURITY AND SOCIAL INFORMATION (Where applicable)

4. For individual bidders

5.1 SECTION E

COMMUNITY HEALTH, SAFETY, SECURITY AND SOCIAL SAFEGAURDS		YES	NO
1.	Has there been any emergency situations (e.g. spills, displacement, contamination of local water supply etc.) resulting from your Company's construction activities that may have negatively affected nearby communities/residents located in and around project site? If so, provide details of such negative effects and what mitigation measures were undertaken to resolve such issues.		
2.	Does the company have any measures in place to resolve worker-resident conflicts? If yes; please provide a copy of such measures.		
3.	Does the company have an established Code of Conduct for workers and sub-contractors associated with the project? If yes; please provide a copy of that Code of Conduct.		
4.	Please provide any details of instances where your company has fostered good community relationships/engagements (Corporate Social Responsibility).		

Forms

INFORMATION SUBMITTAL (where applicable)

5. For individual bidders

6.1 SECTION F

INFORMATION SUBMITTAL			
NOTE: Copies of the following information that are available must be returned in conjunction with this form.			
No.	Records, Statements or Forms	Attached	
		Yes	No
1.	Copy of Health, Safety and Environment (HSE) Management Plan/Programme.		
2.	Copy of HSE Policy		
3.	Copies of Management Plans/documented measures for Health and Safety, Waste Management, construction traffic, noise pollution and air quality generated by activities at construction sites.		
4.	A one-page sample of your HSE training/awareness/meeting records (i.e. past meeting/training agendas, attendance registers etc.)		
5.	A copy of Accident/Incident Register		
6.	A copy of HSE compliance inspection form.		
7.	Copy of Environmental Authorisation		
8.	Copy of Workers' Code of Conduct		
9.	A list of OSH equipment/resources		
10.	A copy of Occupational Safety and Health Employee Handbook		
11.	A copy of Waste Management Plan (only required if measures on waste management are not documented in the HSE Plan).		
12.	A copy of OSH Employee Handbook (only required if OSH Requirements are not documented in the HSE Plan).		
13.	A copy of mitigation measures to reduce air pollution, noise pollution, water pollution and construction traffic (only required if such measures are not documented in the HSE Plan).		
14.	A copy of Medical Emergency Measures (only required if such measures are not documented in the HSE Plan).		

Forms

Declaration (where applicable)

6. For individual bidders

7.1 SECTION G

By signing this form: <ul style="list-style-type: none">- I certify that the information presented in Section 1 to 6 is correct, and;- I have read and understood, and pledge to comply with the Environmental and Social Management requirements of Section VII – B. during the implementation of this Project. Importantly, High Risk Contractors will not be recommended for Award of Contract.		
SIGNATURES REQUIRED		
Contractor or Contractor Representative:	Title and Telephone Number:	Signature: Date:
Contractor Environmental and Social Safeguards Representative:	Title and Telephone Number:	Signature: Date:

Evaluation Criteria

<u>NATIONAL PROCUREMENT AND TENDER ADMINISTRATION BOARD</u>			
STANDARD EVALUATION CRITERIA			
(Works)			
NO.	DESCRIPTION	RESPONSIVENESS	
		YES	NO
1	Submission of a valid business registration OR certificate of incorporation that is clearly legible.		
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 bid submission form / form of tender (insert page number).		
5	Completed priced bill of quantities. BOQ must be stamped and signed on the summary page and initial all other pages.		
6	<p>Submission of bid security are as follows;</p> <p style="padding-left: 40px;">(1) GYD100Million and below bid security - 2% of the bid price</p> <p style="padding-left: 40px;">(2) GYD101Million to GYD500Million bid security – 1.5% of the bid price</p> <p style="padding-left: 40px;">(3) GYD501 Million above bid security – 1% of the bid price</p> <p>Bid security should be expressed in Guyanese currency and shall be a bank guarantee or a bid bond issued by a licensed financial institution.</p>		
7	Demonstrate general construction experience within the past three (3) years by providing a list of verifiable completed projects. The value of the project, year completed, and clients' names and contact numbers must be provided.		
8	Demonstrate specific construction experience by providing copies of contracts with previous clients that show the bidder has completed two (2) contracts of similar nature, size and complexity of a minimum value of 50% of Bid Price within the past five (5) years.		
9	<p>Evidence of financial capacity representing (insert percentage) of the bid price. Bidder must provide a bank statement or LINE of credit from a bank or an insurance company licensed by the Bank of Guyana. The document must be dated within one month of the bid opening date and be clearly legible.</p> <p>When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company.</p> <p>Financial capacity should cover the current job and also the list of ongoing projects. If financial ratios will be assessed these must be clearly stated and formulae provided, for;</p> <p>(1) Current Ratio must not be less than 1, calculated by current assets divided by current liabilities;</p> <p>(2) Quick ratio must not be less than 1, calculated by adding cash and accounts receivable, and then divided by current liabilities.</p>		
10	Bidder must provide a letter of Authorization for the Procuring Entity to seek reference from the bidder's Bank and/or Surety relating to the financial capacity evidence supplied. The document must be dated within one month of the bid opening date and be clearly legible.		

11	Written confirmation of authorizing signatory must be provided. For the incorporated company this must be in the form of a affidavit of authorization endorsed by a Commissioner of Oaths or Justice of Peace. For a registered business that has appointed an employee to sign the bid, a letter of authorizing signatory must be provided.		
12	Bidder must provide audited financial statements for the last financial year, dated within one year, 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 year. These financial statements must be prepared and certified by a Chartered accountant/accountancy firm.		
13	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 (3) years. Any ongoing legal matters with the Government of Guyana shall render the contractor unqualified for consideration for award of contract.		
14	Bidder must complete the Statement of On-going projects (listed in Forms) which would include the following; name of contract, date of commencement and completion of contract, name of client and contact information (telephone number and email address), value of project, and completion percentage. The bidder may be required to provide statement of resources dedicated against each project. Bidder must complete and sign the Statement of On-going projects Form For consideration of awards of additional projects, the bidder MUST provide evidence of adequate financial, human and equipment resources to demonstrate that the award of this contract would not impede or detract from the effective and efficient implementation and completion of existing contracts. Bidders who have Three (3) or more outstanding contracts, from any public sector agency, will not be considered for award. An outstanding contract in one where more than 20% of the value of the contract is not completed as per original contract deadline for final completion.		
15	Bidder must provide a letter stating any or no terminated or abandonment of projects within the last three years. The letter must be dated within one month of the bid opening date. Contractors who were terminated due to defaulting on a contract will be considered ineligible for an award of contract for 12 months after the date of termination.		
16	Ownership and or possession of key equipment - the bidder must provide evidence to show that the key equipment are available in the specified number for the project; Ownership and or possession can be demonstrated by providing the licenses, purchase documents, registrations, agreement to lease <u>or</u> rent from a recognize leasing Agency, and/or affidavit of ownership; An agreement to lease or rent must be dated within one month of the bid opening. Affidavit of ownership must be duly signed by a commissioner of oaths or justice of peace and the list of equipment must be endorsed by same if it is supplied as an attachment to the affidavit.		

17	<p>Provision of qualification and experience of key personnel - the bidder must designate an individual to fill each key positions and provide detailed curriculum vitae for the key personnel.</p> <p>All designated individuals must sign a letter consenting to the use of his/her CV by the bidder. Letters must be dated within one month of bid opening.</p>		
18	<p>Bidder must submit a detailed work programme that is in keeping with the scope of works detailed in the bill of quantities. Evaluation of work programmes will take into consideration whether, inter alia, the following are included:</p> <p>1. Sequence of work- step by step, safe work sequence of the work and duration.</p> <p>Bidder must submit a method statement that is in keeping with the scope of works detailed in the bill of quantities. Evaluation of method statements will take into consideration whether, inter alia, the following are included:</p> <p>1. Brief description of works, tasks, processes.</p> <p>2. References to Occupational Health and Safety Act Cap 99:10</p> <p>3. List of equipment to be utilised.</p>		

Form

Statement of On-going Projects;

Number	Name of Client	Name of Contract	Contract Value	Date of Commencement	Date of Completion as per original contract	Revised Completion Date	Percentage Completed (Certified by Supervising Engineer)

Name of Contracting Firm / Company, etc.
.....

Signature of Contractor
..... (Signed and Stamped)

Date
.....

2021-01-27