

STANDARD BID SOLICITATION DOCUMENT

GOVERNMENT OF GUYANA



(Insert name of Procuring Entity)

(Insert name of project)

PROCUREMENT OF WORKS

(VALUE BELOW G\$ 7.0 Million)

(Insert Month and Year)

Standard Bid Solicitation Document

PROCUREMENT OF WORKS – Below G\$ 7.0 Million

Preface

This Standard Bidding Solicitation Document (SBSD) have been prepared by the NPTA for use by the Procuring Entities for the procurement of small works using unit-price contracting. 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 SBSB 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

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INVITATION FOR BIDS (IFB)

1. _____

(name of procuring entity)

hereinafter referred to as “the Procuring Entity”, invites eligible bidders to submit their bids for execution of the works [... *insert brief description of works and location*], which are listed on the attached Table of Works.

2. Interested bidders may obtain further information, familiarize and purchase a complete set of the bidding documents upon having a written request and after the payment of a non-refundable fee in the amount of _____ Guyana Dollars (GYD) at the following _____ address:

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

3. All bidders should submit their bids not later than _____ hours on “_____” day of _____ 202_ at the address: _____

(Address of Procuring Entity)

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

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

5. Bids shall be opened by tender commission in the presence of bidders’ representatives who wish to attend it at _____ hours on “_____” day of _____ 200_ at the address:

Manager of Procuring entity

/ Full name/

INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Works

- 1.1 The Procuring Entity identified in the *Bid Data Sheet* invites bids for the construction of works as detailed in the Bill of Quantities and Drawings (*where applicable*).
- 1.2 The successful bidder will be expected to complete the works by the expected date of completion specified in the special conditions of contract (SCC)

2. Qualification of the Bidder:

- 2.1 The bidder shall meet the qualification requirements set forth in the *Bid Data Sheet* and the evaluation criteria in the standard bid solicitation document.

3. Bid Price

- 3.1 The contract shall be for the whole works as described in drawings, technical specifications and bill of quantities.
- 3.2 All duties, taxes (including value added tax) and other levies payable by the contractor under the contract shall be included in the total price.
- 3.3 The price quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

4. Submission of Bids

- 4.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.
- 4.2 Each bidder shall submit an original and one (1) exact of the original bid, which shall be in writing and in a single, sealed envelop. Corrections in bids, if any, shall be made by crossing out, initialing, dating, and rewriting. ***The prices inserted shall be in indelible ink. The use of correction fluid (white -out) is strictly prohibited.***
- 4.3 The bid solicitation documents comprised of the following:
 - (a) Instructions to Bidders
 - (b) Bid Data Sheet
 - (c) Bid Form
 - (d) Bid Securing Declaration
 - (e) Letter of Acceptance and Notice to Proceed with the Work

- (f) General Conditions of Contract
- (g) Special Conditions of Contract
- (h) Contract From
- (i) Technical Specification
- (j) Bill of Quantities
- (k) Bank Guarantee for Advance Payment
- (l) Performance Security*
- (m) Evaluation Criteria

4.4 The bid submitted by the bidder shall comprise all documents and information to be submitted as set forth in the Evaluation Criteria

4.5 The bidder shall seal the signed bid and required copies in separate envelopes addressed to the Procuring Entity. These envelopes shall be placed in an outer envelope and shall be marked as follows:

“• Bid for _____” (Name of the Project)
• Do not open before _____” (time and date of bid opening).

4.6 Bids must be delivered at the place, on the date and at the time specified in the Bid Data Sheet. If the specified date is declared a holiday, bids shall be received up to the appointed time on the next working day.

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

5. Bid Securing Declaration

If specified in the bid data sheet (BDS), the bid securing declaration form must be completed and signed and submitted with the bid.

6. Validity of Bid

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

7. Opening of Bids

Bids will be opened and read in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in sub-clause 4.6 above.

8. Confidentiality

Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the

process until the award to the successful bidder is announced. *(as required by Section 55 of the Procurement Act Cap.73:05)*

9. Evaluation of Bids

9.1 The Procuring Entity will evaluate and compare all bids to determine whether they are substantially responsive, i.e. those which

- (a) are properly signed ; and
- (b) conform to the terms and conditions, specifications and drawings without material deviations.

9.2 The procuring entity shall:

- (a) correct any arithmetical errors;
- (b) exclude provisional sums and costs for contingencies pursuant to the bill of quantities;
- (c) make appropriate bid price adjustments (only for the purpose of comparison of bids) to reflect the margin of preference, if applicable pursuant to the BDS, discounts, and for any minor deviations.

10. Award of contract

10.1 The Procuring Entity will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria. The winning bidder shall sign the contract in accordance with the bidding documents in the time frame notified in the notice of acceptance.

10.2 Notwithstanding the above, the Procuring Entity reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.

10.3 The bidder whose bid is accepted will be notified fourteen (14) days of the award of contract by the Procuring Entity and prior to expiration of the bid validity period.

10.4 At the same time that notification of award is given to the successful bidder, the Procuring Entity shall notify other bidders in writing of the selection, including the name of the successful bidder and the bid price. The Procuring Entity shall also publish a notice indicating the name and address of the successful bidder and the bid price quoted by him.

10.5 Unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations for the failure of their bids. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who requests the Employer in writing to explain on which grounds its bid was not selected.

10.6 The Procuring Entity will send to the successful Bidder, the Form of Contract contained in the Bidding documents. Within 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 Procuring Entity.

11. Performance Security

If required by the Bid Data Sheet, **within 7 days** of receiving letter of acceptance and the form of contract, the successful bidder shall deliver to the Procuring Entity the performance security for the amount and in the form indicated in the Bid Data Sheet. The Performance Security shall be valid for such period after the expected completion date of the works as specified in the Bid Data Sheet and Special Conditions of Contract.

12. Defects Liability:

The “Defects Liability Period” for the work is six (6) months from the date the procuring entity takes possession or such other period as may be specified in the Bid Data Sheet. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Procuring Entity.

13. Construction materials

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

D. BID DATA SHEET

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

Item No.	
ITB 1.1	<p>The name, telephone and e-mail of the Procuring Entity is:</p> <p>_____</p> <p>The works are: [... <i>insert brief description of the works</i>]</p>
ITB 2.1	To qualify for award of the contract the bidder shall meet the qualification requirements set forth in the Bid Data Sheet and the evaluation criteria.
ITB 4.6	<p>Deadline and place for submission of bids at «_____» hours on «_____» day of _____ 202____.</p> <p>at the address: _____</p> <p style="text-align: center;"><i>(specify address)</i></p>
ITB 5	Bid Securing Declaration Form must be completed and signed, see page.....
ITB 6	The period of validity of bids sixty (60) days following the deadline for submission of bids.
ITB 9.2	If a margin of preference is applied, indicate so, and the applicable percentage.
ITB 11	A performance security in the amount of 10% of the contract price is required and may be in the form of a bank guarantee, check or cash or from an insurance company licensed by the Bank of Guyana.
ITB 12	The duration of the defects liability period is six (6) months following provisional acceptance.

CONTRACTORS BID FORM

Brief Description of the Works*: *(Procuring entity to insert)*

To:

Subject: * Construction of

.....
.....

Sir,

We/I agree to execute the works in accordance with the requirements of the bid solicitation document to the total sum of *(amount in words and figures)*, confirmed by the attached bill of quantities which is part of the bid solicitation document.

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

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

We hereby confirm that this bid is valid for sixty (60) days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature**: _____ Date: _____

Name & Title of Signatory**: _____

Name of Bidder**: _____

Address**: _____

* To be filled in by the Procuring Entity before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

BID SECURING DECLARATION

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name: *[insert complete name of person signing the Bid Securing Declaration]*

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

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

**LETTER OF ACCEPTANCE
AND NOTICE TO PROCEED WITH THE WORK**
(insert letter head of the procuring entity)

Dated: _____

[Name and address of the Contractor]

Dear Bidder,

This is to notify you that your Bid dated _____ for execution of the _____ for the contract price of GYD _____ [amount in words and figures], is hereby accepted by us.

[You are hereby requested to furnish performance security for an amount of GYD. _____, equivalent to % of the contract price within fifteen (15) days of the receipt of the letter. The Performance Security in the form of Bank guarantee / Bank draft or performance bond from an Insurance company licensed by the Bank of Guyana, in favour of(Procuring Entity) shall be valid until the expected date of completion of works. Failure to furnish the Performance Security will entail cancellation of the award of contract.*

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

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

General Conditions of Contract

1. Definitions and interpretation

1.1 The terms below shall be interpreted as follows:

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

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

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

"Daywork" are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and plant.

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

"Works" means that the contractor shall, in accordance with the Bill of Quantities and the Technical Specifications construct, install, and hand over to the Procuring Entity the completed project as defined in the Special Conditions of Contract

1.2 Below listed documents shall constitute the Contract, and shall be its integral parts, and shall be interpreted in the following order of priority:

- (a) Contract Form,
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) Special Conditions of Contract,
- (e) General Conditions of Contract,
- (f) Technical Specifications,
- (g) Drawings,
- (h) Bill of quantities
- (i) any other documents listed in *the Special Conditions of Contract* to be as a constituent part of the Contract.

1.3 The Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is as specified in the Contract Form.¹

3. Payments:

- 3.1 Payments to the contractors for the construction work will be released by the Procuring Entity in accordance with the schedule specified in the Special Conditions of Contract. If so and as indicated in the Special Conditions of Contract, an advance payment may be paid in the amount and in accordance with the conditions specified therein. “The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item Conditions for payments on a Daywork basis, or on the basis of provisional sums, if applicable, are specified in the Special Conditions of Contract.
- 3.2 Progress payments shall be made to the Contractor on a monthly basis, following submission of a statement by the Contractor in accordance with the procedure in para. (4).

4. Notice by Contractor to Engineer

The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously. The Engineer shall check the Contractor’s monthly statement and certify the amount be paid to the contractor

5. Completion time

The works should be completed in the period of time (months/weeks/days) from the date of the Agreement, as specified in the Special Conditions of Contract. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. Compensation events

If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The Procuring Entity does not give access to the site or a part thereof by the agreed period.
- b) The Procuring Entity orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to Contractor or from visual inspection of the site.
- d) Payments due to the Contractor are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

7. Liquidated damages for delay

Any willful delay on the part of the Contractor in completing the construction within the stipulated period will

¹ In unit price contracts, replace the words “total cost” by the word “cost”.

render him liable to pay liquidated damages at the rate specified in the Special Conditions of Contract, which will be deducted from payments due to him. The Procuring Entity may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds [... *percentage indicated in the Special Conditions of Contract*] % of the contract amount.

8. Duties and responsibilities of Procuring Entity

- 8.1 The Procuring Entity shall be responsible for providing regular and frequent supervision and guidance to the Contractor for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The Procuring Entity shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within ten (10) days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the Procuring Entity shall hold meeting (*insert period*) where the Contractor or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the Contractor. The Contractor will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the Procuring Entity as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the Procuring Entity or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the Contractor

9.1 The Contractor shall:

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

be imposed under the law).

- k) the contractor shall employ occupational health and safety best practices and conduct its operations in accordance with the applicable provisions of the Occupational Health and Safety Act. (OHSA)

10. Variations / Extra Items

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

- a) The Contractor shall provide the Engineer with a quotation for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request before the extra items are ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Securities

The Performance Security, if one is required by the SCC, shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank / Insurance Company acceptable to the Procuring Entity, in accordance with the SCC. The Performance Security shall be valid until a date 28 days from the expected completion date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

- 12.1 The Procuring Entity may, by written notice, terminate the Contract if the Contractor causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) the Contractor does not maintain a security which is required;
- 12.3 Notwithstanding the above, the Procuring Entity may, with written notice, terminate the Contract for convenience.
- 12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. Payment upon Termination

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

14. Dispute settlement

- 14.1 If, any dispute over the works arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.
- 14.2 In the event of agreement not being reached, the matter may be referred by either party to a Court of General Jurisdiction or to arbitration, as specified in the Special Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict between the provisions herein and the General conditions of Contract, the Special Conditions of Contract shall prevail.

GCC Clause	
GCC 1.1	<p>The Procuring Entity is <i>[insert name, address, telephone, fax, e-mail and name of authorized representative]</i>.</p> <p>The Contractor is: <i>[insert name, address, telephone, fax, e-mail and name of authorized representative]</i>.</p> <p>The Engineer is: <i>[insert name, address, telephone, fax and e-mail]</i>.</p> <p>The Works consist of <i>[insert brief summary and location]</i>.</p>
GCC 3.1	<p>The payment schedule is: [... <i>insert payment schedule; include advance payment, if applicable</i>] [Payment of the advance payment is subject to submission of an advance payment guarantee <i>[delete if no advance payment is applicable]</i>]</p> <p>The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.</p>
GCC 5	The completion date is [... insert date]
GCC 7	<p style="text-align: center;">(Note : The amount of liquidated damages per day should be determined at 0.1 % of the contract value of the works</p> <p>Liquidated Damages Applicable rate:0.1% per day for untimely execution of order. Maximum deduction: 10% of contract sum.</p>
GCC 11	The amount and form of Performance Security shall be 10.% of contract sum. _____]
GCC 14.2	<p>(i)If, any dispute over the works arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation;</p> <p>(ii) in the event that the dispute is not resolved as a result of action taken at (i), it shall be resolved by Arbitration, in accordance with the provision of the Arbitration Act, or in the court of general jurisdiction, in accordance with the laws of the Guyana.</p>

CONTRACT FOR WORKS

CONTRACT FORM

This Contract made the _____ day of _____two thousand and _____

(date) (month)

BETWEEN the Procuring Entity (*insert 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 that the Procuring Entity wishes to have the Contractor execute [... *insert name of Contract*] (hereinafter called the Works) and the Procuring Entity has accepted the Contractor's Bid for the execution and completion of the Works, and for correction of any defects therein.

THIS CONTRACT WITNESSES the following:

1. Taking into account the payments to be made by the Procuring Entity to the Contractor in accordance with the above-stated, the Contractor shall enter into the Contract with the Procuring Entity to execute and complete the Works, and to correct any defect therein in full accordance with conditions of the Contract.
2. The Procuring Entity shall pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

PROCURING ENTITY

CONTRACTOR

(*signature and seal*)

(*signature and seal*)

(*name, last name, title*)

(*name, last name, title*)

TECHNICAL SPECIFICATIONS

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

BILL OF QUANTITIES^{2, 3, 4}
(Insert Bill of Quantities)

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

² In unit price contracts, a Bill of Quantities should be prepared instead of an Activity Schedule, itemizing the works and listing approximate quantities of inputs required so as to enable bidders to price their bids according to unit price rates for the various inputs required.

³ Where relevant, a Daywork Schedule may be included, to provide a basis for pricing if the probability of unforeseen work outside the items in the Activity Schedule is high; typically, the Daywork Schedule would list the various classes of labor materials, and plant (and nominal quantities) for which daywork rates or prices are to be inserted by bidders, and conditions under which the Contractors would be paid for work executed on a daywork basis.

⁴ For the purposes of dealing with physical contingencies involving substantial quantity overruns or other purposes dictated specifically by the procuring entity (e.g., payment to subcontractors nominated by the procuring entity, or for the procuring entity to be able to obtain advance budgetary approval), provisional sums may be included as specified by the procuring entity.

MOBILISATION ADVANCE PAYMENT

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

In accordance with the provisions of the Conditions of Contract, subclause 3.1 of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Procuring Entity] a bank guarantee or mobilization advance bond from an insurance company licensed by the Bank of Guyana, to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee] _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Procuring Entity] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee] _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Procuring Entity] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Procuring Entity] receives full repayment of the same amount from the Contractor.

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

PERFORMANCE GUARANTEE

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee or Performance Bond from an insurance company licensed by the Bank of Guyana, for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a [Bank Guarantee/ Performance Bond]

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal
of the guarantor _____
Name of Bank / Insurer _____
Address _____
Date _____

EVALUATION CRITERIA FOR WORKS

No.	DESCRIPTION
1.	Submission of a valid business registration or certificate of incorporation that is clearly legible. For incorporated companies the names of the directors must be submitted.
2.	Submission of a valid NIS compliance certificate in the name of the business as per business registration or certificate of incorporation. 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 contractors bid form <i>(insert page number)</i> .
5.	Completed priced bill of quantities. BOQ must be stamped and signed on the summary page <i>(insert page number)</i> .
6.	Completed and Signed bid securing declaration form <i>(insert page number)</i>
7.	Demonstrate general construction experience by providing a list of completed projects to a total minimum value of 50% of the value of the contract. The value of the project, year completed, and clients' names and contact numbers must be provided.
8.	Demonstrate specific construction experience by providing name of previous clients that show the bidder has completed one (1) project of similar nature of a minimum value of 50% of the value of the contract.
9.	(a) Evidence of financial capacity representing 50% of the bid price. Bidder must provide a bank statement or letter 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. When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company. OR (b) bidder must provide a letter of credit from a reputable supplier relative to the project. The Letter must be an ORIGINAL COPY and must state an amount to the required value or above. The document must be dated within one month of the bid opening date and be clearly legible.
10.	Written confirmation of authorizing signatory must be provided. For a registered business that has appointed an employee to sign the bid, a letter of authorizing signatory must be provided.
11.	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 five years. Litigation History: Non-performance of a contract did not occur as result of suppliers default over the last year prior to the date of this bid.
12.	Bidder must provide a letter stating all ongoing projects. The letter must be dated within one month of the bid opening date and include the name of the contract, year of commencement, name of client, value of project, and completion percentage. <i>Bidder must complete and sign the document provided .</i>
13.	Where a bidder has ongoing projects, the bidder must demonstrate that he has the financial,

	<p>human resource and equipment capability to undertake the current project in addition to ongoing engagements.</p> <p>Bidders who have three (3) outstanding contracts, from any public sector agency, will not be considered for award. An outstanding contract in one where more than 30% of the value of the contract is incomplete.</p>									
14.	<p>Bidder must provide a letter stating any or no terminated or abandonment of projects. The letter must be dated within one month of the bid opening date.</p> <p>Bidder must complete and sign the document provided</p>									
15.	<p>Ownership of key equipment - the bidder must provide evidence to show that the following key equipment are available for the project:</p> <table border="1" data-bbox="386 508 1383 653"> <thead> <tr> <th>Item No.</th> <th>Description of Key Equipment Required</th> <th>Number of Key Equipment Required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> </tbody> </table> <p>Ownership can be demonstrated by providing the licenses, purchase documents, registrations, agreement to lease or rent, and/or affidavit of ownership.</p> <p>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 the bidder if it is supplied as an attachment to the affidavit.</p>	Item No.	Description of Key Equipment Required	Number of Key Equipment Required	1.			2.		
Item No.	Description of Key Equipment Required	Number of Key Equipment Required								
1.										
2.										
16.	<p>Provision of qualification and experience of key personnel - the bidder must appoint an individual to fill the positions and provide statement of experience for the following key personnel:</p> <table border="1" data-bbox="386 1108 1268 1220"> <thead> <tr> <th>Position of Key Personnel</th> <th>Required qualification and experience</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Position of Key Personnel	Required qualification and experience							
Position of Key Personnel	Required qualification and experience									
17.	<p>Bidder must submit a detailed work programme and/or method of statement that is in keeping with the scope of works detailed in the bill of quantities. Evaluation of work programmes/method statements will take into consideration whether, inter alia, the following are included:</p> <ol style="list-style-type: none"> 1. Title Page - "Work Programme", "Work Method Statement" 2. Company details: name and address. 3. Brief description of works, tasks, processes. 4. Sequence of work- step by step safe work sequence of the work. 									

STATEMENT OF ONGOING WORKS

Number of Projects	Name of Contract	Date of Commencement	Date of Completion as per original contract	Name of Client	Contact Information (Telephone number and email address)	Value of Contract	Percentage Completed

Name of Contracting Firm / Company, etc.

.....

Signature of Contractor

..... **(Signed and Stamped)**

Date

.....

2021-01-27