

GOVERNMENT OF GUYANA



STANDARD REQUEST FOR PROPOSAL

SELECTION OF

CONSULTANTS/FIRM

STANDARD REQUEST FOR PROPOSALS

SELECTION OF CONSULTANTS/FIRM

Introduction

This Standard Request for Proposals Documents (SRFP) has been prepared by the NPTA for use by the Procuring Entities in the procurement of consulting services through the request-for-proposals method with, either on a lump-sum or on a time-based price basis.

The procedures and methods presented in this document have been developed on the basis of practical experience, and are mandatory for use in the procurement carried out in whole or in part from the state funds in accordance with the provisions of the Procurement Law.

The applicable forms are listed in the table of contents overleaf.

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

[National Procurement and Tender Administration Board](#)

[Main & Urquhart Streets, Georgetown, Guyana.](#)

[Tel Numbers: 227-0094, 223-7041, 223-7042](#)

Or visit our website:

www.nptaguyana.org

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**NPTA
GEORGETOWN**

_____ *[insert date of issuance]*

A. LETTER OF INVITATION

Dear Sir:

Subject:

1. The _____ *[insert name of Procuring Entity]* has received a budgetary allocation, part of which it intends to apply for the procurement of consultative services that include _____ *[insert brief description of consultative services]*. You are hereby invited to submit technical and financial proposals for providing those services, which could form the basis for future negotiations and ultimately a contract between you and the Procuring Entity.

2. The purpose of this assignment is to:
(a)
(b)
(c)

3. The following documents are enclosed to enable you to submit your proposal:
(a) Terms of Reference (TOR) (Appendix 1);
(b) Supplementary information for consultants, including a suggested format of curriculum vitae (Appendix 2); and
(c) A sample format of the contract for consultants services under which the service will be performed (Appendix 3).

4. **The Submission of Proposals**
The proposals shall be submitted in two parts, Technical and Financial, and should follow the form given in the "Supplementary Information for Consultants."

The proposals will be received at the following address _____ *[insert address]* up to: _____ *[insert date and time of deadlines]*

5. **Bid Securing Declaration**

A Bid Securing Declaration is Applicable.

6. **Compliances**

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

7. **Evaluation Criteria**

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 eligible and have met the qualification requirements in accordance with the Criteria in Annex A.

8. **Deciding Award of Contract**

Your proposal will be evaluated and ranked on its merit in accordance with the evaluation criteria outlined in the Supplementary Information attached and, if selected, could eventually form the basis for negotiations and, ultimately, a contract between your firm and the Procuring Entity. It is anticipated that contract negotiations with the selected firm would commence around _____ [*specify date*] and the assignment would commence around _____ [*specify date*].

Negotiations will be held with you only if the technical proposal attains the required minimum score. You must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals. If the negotiation with you is successful, the award will be made to you. If negotiations fail, and if it is determined that a contract with reasonable terms cannot be concluded with you, the process of selection of Consultant, issue of letter of invitation etc. will be repeated with the second ranked consultant, and so on, until an agreed contract is concluded.

9. Please note that the _____ [*insert name of Procuring Entity*] is not bound to select any of the Consultants submitting proposals.

10. If your firm does not have the necessary expertise for a specific task, you may associate with another firm or engage specialists or experts to enable presentation of a full range of expertise required for the assignment. In order to assure the effective use of local knowledge, support institutional development and transfer of technology, you are encouraged to associate with qualified organizations and/or individual specialists from Guyana for one or more tasks, in part or in full, but your firm shall be the prime consultant.

11. It is estimated that approximatelyman-months of services will be required for the assignment. You should therefore base your financial proposal on this figure. However, you should feel free to submit your proposal on the basis of man-months considered necessary by you to undertake the assignment.

12. You are required to hold your proposal valid for 90 days from the date of submission during which period you will maintain without change, your proposed price. The Procuring Entity is expected to finalize the agreement within this period.
13. In order to familiarize yourselves with the project and the local conditions you may wish to visit the project area. In this case you should advise the procurement entity of your intended visit in adequate time to allow them to make appropriate arrangements. However, it should be clearly understood that any costs incurred by you for collection of preliminary information, for preparation of the proposal or for the subsequent negotiations will not be reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded in time, you will be expected to take-up/commence the assignment in _____[insert month./year].
15. We wish to remind you that any manufacturing or construction firm with which you might be associated, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
16. Tax Liability
- (a) Domestic Consultants and foreign consultants who are resident in Guyana: Please note that the remuneration which you receive from this contract will be subject to the normal tax liability in Guyana. Kindly contact the relevant tax authorities for further information in this regard, if required;
- Or
- (b) Foreign Consultants who are not resident in Guyana: Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Guyana; but the Procuring Entity shall pay directly or reimburse¹ the taxes, duties, fees, levies and their impositions in Guyana related to:
- (i) payments to the Consultants carrying out this assignment;
 - (ii) equipment, materials and supplies brought into Guyana for the purpose of carrying out the study, provided they are subsequently repatriated; and
 - (iii) property brought in for your personal use provided the property is subsequently repatriated.
17. We would appreciate if you would inform us by Facsimile or E-mail:
- (a) Your acknowledgment of the receipt of this letter of invitation; and

¹ Delete one alternative

- (b) Whether or not you will be submitting a proposal.

Yours faithfully,

Enclosures:

- Appendix 1. Terms of Reference
- Appendix 2. Supplementary Information to Consultant
- Appendix 3. Draft contract

Appendix - 1

TERMS OF REFERENCE

The Terms of Reference should include the following:

1. Background
2. A concise statement of objectives
3. An outline of the tasks to be carried out
4. Schedule for completion of tasks
5. Data, services and facilities to be provided by the client
6. Final outputs (reports, drawings etc.) that will be required of the Consultant
7. Procedure to monitor Consultant's work

Appendix - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Under cover of the Proposal Submission Letter (form F-1), Consultants shall submit technical and financial proposals in clearly marked separate, sealed Envelopes (marked as technical or financial proposals). Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Description of organization of consultant firm.
 - (ii) An outline of recent experience of similar assignments/projects executed during the last three years in the format given in Form F-2, demonstrating your firm's knowledge of the project requirements and understanding of the tasks referred to in the scope of work. Assignments completed by individual experts working privately or through other firms should not be claimed as the experience of your firm. Information on the current assignments of the firm should also be presented.
 - (iii) Curricula Vitae of Consultant's key personnel (F-3).
 - (iv) Any comments or suggestions from the Consultant on the Terms of Reference (TOR), including comments, if any, on data, services and facilities should be provided to the [Procuring Entity][Client].
 - (v) A description of the manner in which Consultant would plan to execute the work, for each task separately. Work plan time schedule in Form F-4, approach or methodology proposed for carrying out the required work, personnel to be assigned to each task, and staff months.
 - (vi) The Consultant's comments, if any, on the data, services and facilities to be provided by _____ [*insert name of Procuring Entity*] indicated in the Terms of Reference (TOR).

(b) Financial Proposals

The financial proposals should be given in the form of [summary of Contract estimate in Form F – 5].

Foreign costs can be denominated in _____ [*specify currency*] and accompanied by supporting documents to justify the elements involved. Local costs must be denominated in the local currency. The costs shown should include a breakdown of the monthly remuneration rate for each professional staff to be assigned and a general breakdown of out-of-pocket expenses (such as international travel, per diem and report preparation, etc.). [In the case of lump-sum contracts, such pricing information is sought for the purposes of arriving at a price for additional work.]²

The Executing Agency retains the right to audit, during and after the services, the selected firm's accounts and time and cost records relevant to the services, including accounts and records that will enable verification of the breakdown of billing rates and the costs related to the project.³

2. Two copies of the proposals should be submitted to the address indicated in paragraph (4) of the Letter of Invitation.

3. Evaluation Of Proposals

Proposals will be evaluated in a two-stage manner, commencing with evaluation of technical proposals and allocation of merit points and ranking of technical proposals. Only then will the financial proposals be opened, and only those of the consultants whose technical proposals attained a score of at least [80] points in the technical evaluation. [Consultants will be given an opportunity to attend the opening of financial proposals.]

Technical proposals shall be evaluated and merit points awarded based on the following:

- (i) The firm's general experience in the disciplines forming part of the total assignment, with specific reference to experience in Guyana or in similar contexts (40 points).
- (ii) The adequacy and quality of the proposed work plan, and the approach and methodology proposed to implement the TOR (20 points).
- (iii) The qualifications, experience and competence of the team of key personnel proposed for the assignment. (40 points).

² Delete text in brackets in case of time-based contract.

³ This paragraph should be deleted in the case of lump-sum contracts.

Curriculum Vitae (CV) for all consultants' personnel proposed for the assignment shall be included with the proposal. Each member of the team shall be rated on the basis of the following and average points evaluated for the team as a whole:

- (i) educational and professional qualifications points;
- (ii) adequacy for the assignment points; and
- (iii) experience (and language where appropriate) in the country of assignment or similar ... points.

A proposal may be treated as nonresponsive if any of the items as requested above, which are required for the evaluation, are omitted. A Consultant will also be excluded from the evaluation if, in the judgment of the Procuring Entity, the firm has been or might be placed in a position where its judgment in the execution of the project may be biased or its independence otherwise compromised. Firms should disclose any circumstances which may give rise to such concerns and should not accept an assignment that presents a conflict of interest with another assignment in which they are engaged. Consultants that believe such a situation may exist should seek guidance from the Procuring Entity prior to preparing its technical proposal.

For the purpose of evaluating the proposal, prices shall be converted to a single currency using the selling (exchange) rates for the currencies of the price quoted by an official source for similar transactions. **The contract shall be awarded to the firm whose bid is determined to be substantially technically responsive to the bid document and who offers the lowest price.**

4. Contract Negotiations

The aim of the negotiations is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. The negotiations shall cover the terms of reference and scope of the proposed services, deliverables, progress reports, facilities to be provided by the Procuring Entity, as well as the financial proposal. **The price (fee for services) shall also be subject to negotiation.**

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, the Procuring Entity expects to negotiate a contract on the basis of the key personnel named in the proposal and will require assurances that these experts can, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, the Procuring Entity may reject the proposal of the Consultant's key personnel offered in the proposal if they are not in fact available other than for reasons of unexpected delays in the starting date or exceptionally because of incapacity of an expert for reasons of health. Any replacement personnel must possess at least the same level of qualifications as the personnel to be replaced.

The Consultants should note that the Contract will be with _____ [*insert name of Procuring Entity*]. Payments to the Consultants will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular deposits in local and foreign currency as

long as the work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

5. Review of reports

A review committee (to be restricted to three members) consisting of following officers of the _____ [*insert name of the relevant Department*] will review all reports of consultants (inception, progress, intermediate and draft final) and suggest any modifications/changes considered necessary within 15 days of receipt.

6. Modification of contract

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

FORM NO. F-1

From:

To:

Sir/Madame:

Consultancy Services for _____ [*insert name of Procuring Entity*] regarding _____ [*insert name of assignment*]

We, (*insert name of Consultant*), herewith enclose Technical and Financial Proposal for selection as consultant for [*insert name of assignment*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Guyana.

Yours faithfully,

Signature: _____

Full name & Address: _____

FORM F-2

MAJOR WORK DURING LAST TEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS

The following information should be provided for each reference project in the format indicated below.

Project name:		Country:
Project location within country		Professional staff provided No. of staff
Name, address, telephone, fax and e-mail of client:		No. of person-months:
Start date (month/year)	Completion date: (month/year)	Approx. value of services:
Name of associated firm(s), if any:		No. of Person-months of professional staff provided by associated firm(s):
Senior staff involved and functions performed:		
Detailed narrative description of project and services provided:		

Firm's Name: _____

FORM F-3

FORMAT OF CURRICULUM VITAE (CV) FOR KEY PERSONNEL OF CONSULTANT

(one CV form should be filled out for each team member to be assigned)

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional Societies: _____

Function assigned in Consultant's team:

Key Qualifications:

Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.

Education:

Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.

Employment Record:

Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages]

Languages:

For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of Consultant **Date:** _____
Day/Month/Year

Full name of Consultant: _____

FORM F-4

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. No.	Item	Monthly Program											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Compilation and submission of reports

1. Draft Final Report
2. Final Report

C. A short note on the line of approach and methodology outlining various steps for performing the assignment.

D. Comments or suggestions on "Terms of Reference."

FORM F-5

Cost Estimate of Services

Remuneration

Consultant Key Personnel

Name	Daily (Monthly) Rate (in currency)		Working Days (months)	Total Cost (in currency)	
	(foreign)	(local)		(foreign)	(local)
Sub-Total (Remuneration)					

Out-of-Pocket Expenses² :

a) Per Diem ³	Days	Total	
		(foreign)	(local)
Room			
Subsistence			
b) Air fare			
c) Lump Sum Miscellaneous Expenses ⁴			
Sub-Total (Out-of-Pocket)			
Contingency Charges:			
Sub-Total (Out of Pocket)			

Total Estimate	(foreign)	(local)

² In lump-sum contract, this information is included not for negotiation but for facilitating the pricing of additional work; in time-based contract, reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porter fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be

necessary.

Annex A

Evaluation Criteria

(A) General Experience of the Firm	
(i) Team Leader	
• <i>Qualification</i>	5 points
• <i>Experience</i>	10 points
- <i>Over [insert years]</i>	5 points
- <i>[insert yrs – yrs]</i>	3 points
- <i>Below [insert years]</i>	
(ii) Other staff	
• <i>Qualification</i>	5 points
• <i>Experience</i>	10 points
- <i>Over [insert years]</i>	5 points
- <i>[insert yrs – yrs]</i>	3 points
- <i>Below [insert years]</i>	
TOTAL	30 points
(B) Specific/competence of key personnel to Particular Assignment	
• Specific Qualification related to the assignment	15 points
• Specific Experience related to the assignment	20 points
• Language and knowledge of region/local conditions	5 points
TOTAL	40 points
(C) Adequacy of approach	
Adequacy of workplan	5 points
Quality of workplan	5 points
Technical approach	10 points
Methodology	10 points
TOTAL	30 points
GRAND TOTAL	100 points

Annex B

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)	
				(foreign)	(local)
(a) Team Leader					
(b)					
(c)					
Sub-total (1)					

(2) Reimbursables⁶

	Rate	Days	Total	
			(foreign)	(local)
(a) International Travel				
(b) Local Transportation				
(c) Per Diem				
Sub-total (2)				

	(foreign)	(local)
TOTAL COST		
Physical Contingency⁷		
CONTRACT CEILING		

Appendix 3

⁶ To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, porter fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and _____ expenses).

⁷ From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.

**SAMPLE CONTRACT FOR CONSULTING SERVICES
LUMP-SUM PAYMENTS**

CONTRACT

THIS CONTRACT (“Contract”) is entered into this _____ *[insert starting date of assignment, or date of signature if other than starting date]*, by and between _____ *[insert Procuring Entity’s name]* (“the Procuring Entity”) having its principal place of business at *[insert Procuring Entity’s address]*, and _____ *[insert Consultant’s name]* (“the Consultant”) having its principal office located at _____ *[insert Consultant’s address]*.

WHEREAS, the Procuring Entity wishes to have the Consultant perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services;

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Procuring Entity the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

- 2. Term**

The Consultant shall perform the Services during the period commencing _____ *[insert starting date]* and continuing through _____ *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Procuring Entity shall pay the Consultant an amount not to exceed _____ *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:¹

_____ [insert amount and currency] upon the Procuring Entity's receipt of a copy of this Contract signed by the Consultant;

_____ [insert amount and currency] upon the Procuring Entity's receipt of the draft report, acceptable to the Procuring Entity; and

_____ [insert amount and currency] upon the Procuring Entity's receipt of the final report, acceptable to the Procuring Entity.

_____ [insert amount and currency] Total

C. Payment Conditions

Payment shall be made in _____ [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration Coordinator.

A. The Procuring Entity designates Mr./Ms. _____ [insert name] as Procuring Entity's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Entity and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

¹ Modify, in order to reflect the output required, as described in Annex C.

5. Retention The Employer shall retain from each payment a portion of the funds in the sum of 10 % of the contract sum pending completion of the assignment and on acceptance of the final report (if required).

Any delay on the part of the Consultant in completing the assignment/service within the stipulated period will render him liable to pay liquidated damages as follows:

- (a) A rate of 0.03 % per week of the bid price
- (b) A maximum of 10 % of contract price

Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages;

6. Liquidated Damages

7. Mobilization Advance The Employer shall make advance payment to the Consultant in the amount of 20 % on the signing of the contract on the provision of a bond. Mobilization advance to be repaid as specified in the contract;

8. Performance Bond The Performance bond shall be 10 % of the Bid Sum;

9. Defects Liability The Employer will hold the consultant liable for his/her design for a period of no less than.....[to be determined]. The form of compensation to be determined also;

10. Penalties A Penalty for slow performance or non-performance will be imposed in the rate prescribed for liquidated damages. Slow or non-performance will be assessed against the project's approved work Programme and will commence from the first quarter of the project life.

After 10 % of the contract sum is deducted for penalties, the procuring entity has the right to cancel the contract and demand all form of damages;

11. Performance Standards The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Entity considers unsatisfactory;

12. Confidentiality The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity;

13. Ownership of Material Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Entity under the Contract shall belong to and remain the property of the Procuring Entity. The Consultant may retain a copy of

such documents and software.²

14. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

15. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

16. Termination

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

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

- a. the Consultant has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- b. the Consultant fails to correct a defect within a reasonable period of time determined by the Procuring Entity;
- c. the Consultant does not maintain a security which is required;

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

16.1.4 If the Contract is terminated the Consultant shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

17 Payment upon Termination

17.1.1 If the Contract is terminated because of a fundamental breach of Contract by the Service Provider, the Service Provider is entitled to be paid for the value of the services done less advance payments received, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

17.1.2 If the Contract is terminated at the Procuring Entity's convenience, the Service Provider is entitled to payment for the value of the conforming services performed, the reasonable cost of removal of Equipment, repatriation of the Service Provider's personnel employed solely on the services, and less advance payments received, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

18 **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Procuring Entity's prior written consent.

19 **Law Governing Contract and Language** The Contract shall be governed by the laws of Guyana and the language of the Contract shall be _____ *[insert language]*.

20 **Dispute Resolution** Any dispute arising out of or in connection with the Contract shall be settled in

Option A

Arbitration in accordance with the Arbitration Rules _____

(by three or one Arbitrator, specify full name of arbitration rules, arbitration institution, if applicable, and location of arbitration);

or

Option B

in a Court of general jurisdiction in accordance with the laws of Guyana.

FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.