

STANDARD BIDDING DOCUMENTS



GUYANA POWER AND LIGHT INC

Procurement of Goods

IFB # GPL- PD - 049- 2022

Supply of Forklift

September 2022

Closing Date: October 04,2022 @ 14:00 hrs. or 2:00pm

Bid Opening: October 04,2022 @ 14:30 hrs. or 2:30pm

Invitation for Bids (IFB)

Cooperative Republic of Guyana

IFB# GPL-PD-049-2022

The Guyana Power and Light Incorporated (GPL) invites sealed bids from eligible bidders for the **Supply of Forklift**

Bids must be submitted with a valid **National Insurance (NIS), Guyana Revenue Authority (GRA) compliance certificates - Only Applicable to Local Suppliers**

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

Bids must only be submitted via email to our electronic tender box: gpltenderbox@gplinc.com

The complete bid document can be viewed on the GPL's website: www.gplinc.com

Deadline for submission of bids is 14:00 hrs. (2:00 p.m.) on **October 04,2022**.

Bid opening is scheduled for 14:30 hrs (2:30 pm) on **October 04,2022**.
at GPL's Board Room 91 Duke Street, Kingston, Georgetown, Guyana via Zoom Call in the presence of Bidders/ Representatives who may choose to participate.

IMPORTANT: Bidders downloading the bid document must forward a registration E-mail to kgeorge@gplinc.com and proc_mng_sect@gplinc.com stating the following: Name of Bidder, Address, Contact No. and Email address.

All queries must be submitted only to tenderqueries@gplinc.com referencing name and bid document number.

The above information will be used to inform bidders of any amendments to the bidding document and also to forward all responses to queries.

GPL reserves the right to reject any or all bids.

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INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

The Procuring Entity is Guyana Power and Light Inc. that intends to procure the services identified in the *Bid Data Sheet* and in the Schedule of Requirements.

2. Eligibility and qualifications of Bidders

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

B. Bidding Documents

3. Clarification and amendment of bidding Documents

- 3.1 The Procuring Entity in not more than three (3) working days, will respond in writing (including by fax or electronic mail) to any request for clarification of the bidding documents to be received (in writing, including by fax or electronic mail) not later than 10 days before the expiry of a deadline for submission of bids. At the same time, the Procuring Entity's response shall without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Procuring Entity.
- 3.2 At any time before the deadline for submission of bids, the Procuring Entity may amend the bidding documents by issuing an Addendum and notifying it to the prospective bidders.

C. Preparation of Bid

4. Language of Bid

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

5. Documents Included in Bid

- 5.1 The bid prepared by the Bidder should contain the Form of Bid, the Price Schedules and the other

documents to be submitted in accordance with these Instructions to Bidders.

6. Bid Price

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

7. Bid and Payment Currency

- 7.1 The prices shall be indicated in UK Pounds, US Dollars or Euros for Foreign Suppliers and Guyana Dollars for Domestic Suppliers, unless otherwise specified in the *Bid Data Sheet*.

8. Bid Security

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

9. Period of Validity of Bid

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

10. Format, Signing and submission of Bid

- 10.1 **Bids must only be submitted via email to our electronic tender box: gpltenderbox@gplinc.com**

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

11. Deadline for Submission of Bids

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

12. Modification and Withdrawal of Bids

- 12.1 The Bidder may modify or withdraw his bid after the bid's submission, provided that the Procuring Entity

will receive a written notice of modification, including substitution or withdrawal of bid until the expiry of established period for submission of bids.

E. Opening and Evaluation of Bids

13. Opening of Bids

13.1 The Procuring Entity will open all bids in the presence of Bidders' representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. Bid opening is at GPL's Board Room 91 Duke Street, Kingston, Georgetown, Guyana via Zoom Call in the presence of Bidders/ Representatives who may choose to participate.

13.2 The Bidders' names, bid prices, including alternatives (if alternatives permitted), information on the presence or absence of required bid security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid may be rejected at the opening, exclusive of late bids to be returned to the Bidder unopened.

13.3 Bids (and modifications sent pursuant to ITB Clause 12.2) that are not opened and read out during the bid opening shall not be accepted for further evaluation, regardless of circumstances.

14. Evaluation of Bids

14.1 During the evaluation of bids, the Procuring Entity may, at their discretion, request the Bidder to provide clarification of his bid. The request for clarification and the response thereto shall be made in writing, and in that case no change in price or substance of the bid shall be sought, offered, or permitted.

14.2 The Procuring Entity shall determine the responsiveness of each bid to requirements of the bidding documents. For the purposes of this Clause, a substantially responsive bid is one which satisfies all the indicated provisions without a material deviation or reservation.

14.3 The Procuring Entity may waive any minor nonconformity or 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 will not affect the bid evaluation. To the extent feasible and appropriate, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms and reflected in adjustments to the bid price (for the purposes only of comparison of bids).

14.4 Arithmetical errors shall be rectified in the following manner: if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the sum in words shall be preferable. If the Bidder disagrees with such correction of errors, his/her bid shall be rejected.

14.5 The Procuring Entity shall evaluate and compare only the bids that are determined to be responsive to the bidding documents.

14.6 The methodology to adjust the price to reflect the price of the missing or non-conforming item or component is the average price of the item of all responsive bids.

15. Confidentiality and Contacting the Procuring Entity

- 15.1 No Bidder shall contact the Procuring Entity on any matter related to his/her bid from the date of bid opening until the date of contract award, except for requests related to clarification of the bid. Information concerning the evaluation of bids is confidential.
- 15.2 Any effort by the Bidder to influence the Procuring Entity's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid.

F. Award of Contract

16. Award Criteria

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

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

- 17.1 The Procuring Entity reserves the right, when entering into a contract, to increase or decrease the quantity of services specified in the Schedule of Requirements, by the percentage indicated in the *Bid Data Sheet*. No change in the unit price or other conditions shall be made.

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

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

19. Notification of Award

- 19.1. The bidder whose bid is accepted will be notified of the award of contract by the Procuring Entity prior to expiration of the quotation validity period.
- 19.2. The Notice of Acceptance shall be equal to entering into a Contract, provided that the Bidder furnishes the performance security and the signed Contract.
- 19.3. At the same time that the Procuring Entity notifies the successful Bidder in accordance with sub-clause (1), the Procuring Entity will notify all other Bidders of the name of successful Bidder, and his bid price.
- 19.4 The evaluation report and comparison of bids will not be sent to Bidders.

20. Signing of Contract and Performance Security

- 20.1 At the same time with notification of award, the Procuring Entity will send the successful Bidder the Form of Contract contained in the bidding documents. The successful Bidder shall sign and date the Contract, and return it to the Procuring Entity within seven (7) days of receipt of Notice of Award.

- 20.2 Together with the signed Contract, the Bidder shall, if required to do so by the *Bid Data Sheet*, furnish the Procuring Entity with a Performance Security in the amount and form specified in the *Bid Data Sheet*.
- 20.3 If the successful Bidder fails to furnish the Performance Security, if required to do so, or during fourteen (14) days fails to return the Contract signed by him, then it shall be a sufficient ground to refuse the award of Contract, and to forfeit the bid security. In that case, the Procuring Entity shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Procuring Entity to reject all bids.

21. Settlement of Disputes

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

22. Corrupt and Fraudulent Practices

- 22.1 The Procuring Entity requires that Bidders observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Procuring Entity:
- (a) will reject the bid if it establishes that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question;
 - (b) will declare the Supplier, for indefinite or specified period of time, to be ineligible to participate in state-financed biddings, in accordance with applicable debarment procedures.

23. Compliances

- 23.1 Bidder registered in Guyana must submit valid certificates of compliances from Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration (required only if item being supplied is Vatable).

24. Defects Liability

- 24.1 The “Defects Liability Period” for the goods and related services is twelve (12) months from the date of taking over possession or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for replacing any defective item free of cost to the Procuring Entity.

Bid Data Sheet (BDS)

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

Item No.	
ITB 1.1	Guyana Power and Light Inc. of 40 Main Street Georgetown Guyana Telephone #592-226-9598 Email: gpsaud@GPLINC.com The subject of the procurement is: Supply of Forklift
ITB 2.1	To qualify for award of the Contract, the Bidders shall provide satisfactory evidence to the Procuring Entity of their capability and adequacy of resources to carry out the Contract effectively: (a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business. (b) Evidence of having satisfactory carried out two (2) similar projects within the last three (3) years. (c) Average Turnover in works for the last three (3) years should be a least G\$ 20,000,000. (d) Evidence of access to lines of credit and availability of other financial resources and certified copies of other financial statements for the last three (3) years. (e) Managers and line employees with experience in executing works of a similar nature and size for not less than five (5) years (f) Evidence of compliance with NIS, GRA, Vat registration if applicable (Only applies to local Supplier).
ITB 4.1	Language of Bid shall be English
ITB 5.1	Other documents to be submitted includes; GRA and NIS Compliances, (TIN Certificate and VAT Registration if the item/s or services being procured attract VAT). Only applies to suppliers who are registered within Guyana.
ITB 7.1(a)	For Domestic Suppliers, the currency of the bid shall be Guyana Dollars (GY\$) (Suppliers with registered business in Guyana must submit their bid in Guyana Dollars (GY\$).
ITB 7.1(b)	The prices shall be indicated in UK Pounds, US Dollars or Euros for Foreign Supplier and Guyana Dollars for Domestic Suppliers.
ITB 7.1(c)	The currency that will be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is the

	<p>Guyana Dollars.</p> <p>The source of exchange rate shall be the Bank of Guyana, and the selling rate shall be used.</p> <p>The date for exchange rate shall be ten (10) days before the opening of tenders.</p>
ITB 8.1	A bid security of 2% of the tendered sum is required.
ITB 9.1	The period of validity of bid is 90 Days.
ITB 11.1	<p>Deadline and place for submission of bids: 14:00 hours on October 04,2022</p> <p>Attention: Secretary to the Tender Board, Guyana Power and Light, Inc. 91 Duke Street, Kingston Georgetown Guyana South America.</p>
ITB 13.1	<p>Time and place for opening of bid: 14:30 hours on October 04,2022</p> <p>The Board Room, Guyana Power and Light, Inc., 91 Duke Street, Kingston, Georgetown, Guyana, South America. via Zoom Call in the presence of Bidders/ Representatives who may choose to participate.</p>
ITB 17.1	When entering into a contract, the Procuring Entity reserves the right to increase or decrease quantities of goods and services by 5%.
ITB 20.2	The Performance Security shall be ten percent (10%) of the Contract Price and in the form of a Bank Guarantee or Managers Cheque to be drawn on a local bank. <i>(Not Applicable)</i>
ITB 21.1	Disputes that may arise in the performance of the contract shall be settled in accordance with the Procurement Act 2003 of the laws of Guyana.
ITB 24.1	The duration of the defects liability period is to be stated by the Bidder.

General Conditions of Contract (GCC)

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

1. Definitions and application

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

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

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

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

2. Contract Documents

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

3. Performance Security

- 3.1 If required by the SCC, during fourteen (14) days of receipt of Notification of Award, the successful Bidder shall furnish the Procuring Entity with the Performance Security the amount and form of which are indicated in the SCC.

5. Delivery, Transportation, Mobilization Advance

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

6. Payment

- 6.1 The payment to the Supplier for the services provided shall be made in accordance with the Contract in the form and within the periods specified in the SCC.

7. Prices

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

8. Assignment

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

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

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

10. Force Majeure

- 10.1 The Supplier shall not forfeit their performance security and shall not be liable for the payment of liquidated damages, or termination of Contract for failure to perform any obligation under the contract, if the failure to perform or default is the result of an event of force majeure.
- 10.2 "Force majeure" means an event beyond the control of the Supplier, not connected with error or negligence of the Supplier and not foreseeable.

- 10.3 When an event of force majeure arises, the Supplier shall promptly notify the Procuring Entity in writing of such event and its causes and to the extent possible, the expected duration of the event of force majeure and the services to be affected. The Supplier shall diligently search for alternative ways of execution of the Contract, irrespective of force majeure.
- 10.4 The Parties may agree on an extension of time for the delivery of the services where this is practical under the circumstances. If Force Majeure prevents the Supplier from performing its obligations in whole or material part for a continuous period of more than thirty (30) days from the date of the notice, the Procuring Entity may terminate the Contract by giving notice to the Supplier.
- 10.5 Provide always that the Parties acknowledge that this Contract is being entered into during the Covid-19 pandemic which has resulted in worldwide supply chain disruptions. The Supplier shall use its diligent efforts, as far as practicable, to ensure accuracy in its bid submissions relative to the period for delivery and price of the services, considering the existing circumstances. The Supplier shall not rely on the Covid-19 pandemic as an event of force majeure to delay performance of the Contract, except where performance becomes impossible as a result of measures or circumstances arising after entering into the Contract. The Supplier shall first discuss with the Procuring Entity the effect of those measures or circumstances preventing performance and whether any action may be taken to mitigate its effect. The Procuring Entity reserves the right to terminate the Contract in accordance with 10.4 above.
- 10.6 The procuring entity shall be entitled to make a claim on the advance payment guarantee irrespective of an event of force majeure

11. Termination

- 11.1 The Procuring Entity, without detriment to any other sanctions of infringement of the provisions of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver the portion or all of the services within the periods provided for in the Contract, or within an extension period of that Contract, or to perform any of his obligations under the Contract;
 - (b) if bankruptcy procedures are applied to the Supplier, or it is declared insolvent.
 - (c) if the Supplier, in the Procuring Entity's opinion, has engaged in corrupt, fraudulent, collusive or coercive practices when entering into or executing the Contract;
 - (d) the Procuring Entity may terminate this Contract for convenience.
- 11.2 The notice of termination shall specify the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 11.3 Notwithstanding clauses 9 and 10.1, the Supplier shall not forfeit his performance security, and shall not be liable for payment of liquidated damages, or termination for default, if delay in executing the Contract or failure to perform obligations under the Contract is the result of an event of force majeure. When force majeure arises, the Supplier shall promptly notify the Procuring Entity in writing of such circumstance and its causes.

12. Settlement of Disputes

- 12.1 If any dispute or disagreement arises between the Procuring Entity and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement amicably by mutual consultation.
- 12.2 If during twenty one (21) days, the parties failed to resolve their dispute or disagreement by mutual consultation; either the Procuring Entity or the Supplier may send the other party the notice of intent to commence arbitration, if an arbitration is incorporated in the Contract in the Special Conditions of Contract or otherwise agreed by the parties, or in the

Court of General Jurisdiction if no arbitration is envisaged, and no arbitration or litigation in respect of that matter may be commenced unless such notice is given.

Any dispute or disagreement in respect of which the notice of intent is sent to commence trial shall be heard by a Court of General Jurisdiction.
- 12.3 Notwithstanding any reference to dispute settlement herein, the parties shall continue to perform their obligations under the Contract, unless they agree otherwise.

13. Applicable Law

- 13.1 The Contract shall be interpreted in accordance with the laws of Guyana.

14. Formal Communication between the Procuring Entity and the Supplier

- 14.1 Any notice given by one party to the other pursuant to the Contract shall be in force if it is done in writing and sent at the address of other party in the SCC.
- 14.2 A notice shall be effective when delivered or on the specified date, whichever is later.

15. Taxes and Duties

- 15.1 The Supplier shall be fully responsible for all taxes, duties, license taxes, etc., levied in accordance with the legislation of Guyana.

16. Retention

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

Special Conditions of Contract (SCC)

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

GCC Clause No.	Special Conditions of Contract
<p>1 1.1 (f)</p> <p>1.1 (g)</p> <p>1.1(c)</p>	<p>Definitions The Procuring Entity is Guyana Power and Light of 40 Main Street Georgetown Guyana South America, Tele #592-226-9598, <i>Fa x# 592 227-2180 Email: gpersaud@gplinc.com</i></p> <p>The Supplier is: <i>(indicate full name, legal address, phone, fax and e-mail of Supplier)</i></p> <p>Supply of Fork Lift</p>
<p>3.1</p>	<p>A Performance Security will be required Fourteen (14) days after receipt of notification award in the amount and form of a Bank Guarantee or Managers Cheque for ten percent (10%) of the Contract price. <i>(Not Applicable)</i></p>
<p>6.1</p>	<p>Payment The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods or service supplied:</p> <p>Payment will be as follows:</p> <p>Procuring Entity</p> <p>On Delivery Goods/Services:</p> <p>One hundred percent (100%)</p>
<p>9.2</p>	<p>Liquidated Damages The liquidated damage shall apply and they shall be equivalent to half of one percent (0.5%) of the delivered price of the delayed or unperformed services per each day of delay or part thereof until actual delivery.</p> <p>The maximum amount of liquidated damages shall be: 15 percent (15 %) of the delayed Goods or services contract price.</p>

<p>11.2</p>	<p>Settlement of Disputes The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 11.2 shall be as follows:</p> <p><i>(a) Contract with foreign Supplier:</i></p> <p>GCC 11.2 (a) Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>(b) Contracts with Supplier national of the Procuring Entity's country:</i></p> <p>In the case of a dispute between the Procuring Entity and a Supplier who is a national of the Procuring Entity's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Guyana</p> <p>(a) The Courts of Georgetown, Guyana, shall have exclusive jurisdiction in all the matters arising in the contract including execution of Arbitration Awards</p>
<p>12.1</p>	<p>The governing law shall be the law of: Guyana</p>

Schedule of Requirements
Supply of Forklift

Item No.	Description	QTY	Unit Cost	Estimated Cost: (Guyana Dollars)	Estimated Cost: (Foreign Currency)
1	Forklift	1			

Kindly complete the above bid requirements in the excel file spreadsheet template provided and submit two copies via email tender box as follows:

- (a) A pdf file format
- (b) An excel file format.

The other bid submissions required are listed below in line with our Evaluation criteria.

Specifications

One (1) New Forklift to be utilized by the Inventory Department for internal and external use.	
Design criteria	Robust and Reliable Diesel Engine, Ergonomically design, Wide-view Mast, Fully Integrated Frame and Suspension Chassis, Excellent Cooling System and Heat Releasing System, Easy to maintain and repair, Lower Gravity, Emergency Stop Switch
Year	2020-2022
Power system	Duel Fuel (optional)
Engine	This engine should be specially designed ,with low fuel consumption,less noise and vibration
Cabin	The operator cabin must be designed considering its space, layout of the steering column and instrument displayer, file storage, suspension seat. The wide-view mast provides the operator with a wide visibility, improve the efficiency and guarantee the safety.
Specifications	<p>Type Fork Lift Maximal</p> <ul style="list-style-type: none"> • Model FD 30T MEWE 3 • 3-5 Ton • Dual wheel • Rated capacity 3000 kg • Load center 500 MM • 4.5 m Triple Mast/ Pops Protection • Power Shift Transmission Automatic • High Profile • Over Head Lights • Lifting Height 17 Feet + • Fuel Indicator • Water Temperature Indicator • Neutral and Display Indicator • Hand Brakes • Speedometer & Clock Display • Standard Overhead Guard • Power Steering • This Should be 4 X 4 • Must be capable to lift above 17' from floor level. • Dual purpose to work indoor and outdoor. • Fork lift should consist of a pole grabber. • It should be capable of lifting spool of wire,etc • High profile 14'' and above to work (indoor and outdoor)

BID DELIVERY SCHEDULE
Supply of Forklift
GPL-PD-049-2022

Item no.	Description	Named place of Destination as stated in the bid document	Earliest Delivery Date	Delivery Latest Date	Bidders offered Delivery date (to be specified by the bidder)	Bid Security required
1	Forklift	Georgetown Guyana	Immediately after signing of Contract or receipt of Purchase Order	Approx. eight (8) weeks after the signing of the contract or the receipt of the purchase order		Yes

QUALIFICATION INFORMATION

1. For individual bidders or individual members of a joint venture

1.1 Legal status of Bidder (*attach copy*).

Place of registration: _____

Principal kind of business: _____

Power of attorney for signing the Bid (*attach*).

1.2 Total volume of contracts executed for the last three (3) years in Guyana dollars or currency of bid:

Quantity of Contracts	\$ Value	Year
_____	_____	in 20__.
_____	_____	in 20__.
_____	_____	in 20__.

1.3 Delivery of similar Contracts in last three years.

No	Contract Type / Scope	Name of Clients, address and telephone	Contract Price

1.4 Copies of certified financial reports for the last three years (*balance sheets, loss and profit statements, auditors' reports, etc.*).*List below and attach copies.*

1.5 Evidence of access to financial resources (*cash in hand, lines of credit, overdraft facility etc.*).*List below and attach copies of supporting documents.*

1.6 Evidence of NIS and GRA compliances and TIN Certificate and VAT Registration for Vatable item/s. (*attach supporting documents*).

1.7 Information on all claims, arbitration or other legal proceedings currently being examined or already settled.

2.0 Any other information required by the Procuring Entity to execute the Contract

2.1 The Supplier certifies that he meets all the qualification criteria and requirements, in accordance with normative legal documents.

I certify the authenticity of all the above information.

(Full name)

(Title)

(Signature and seal)

Dated on: _____ day of _____ 20__.

(Date)

SUPPLIER'S BID

Date: _____

IFB No: _____

TO: _____
(Name and address of Procuring Entity)

Dear Sir / Madam,

Having examined the bidding documents, including the Annexes and Addenda No _____ [*specify number*], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and provide _____ [*description of goods and related services*] in accordance with the requirements of the bidding documents to the total sum of _____ [*Total Amount of Bid in Words and Figures*], confirmed by the attached Price Schedule which is a part of this Bid.

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

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

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

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

Prior to the preparation and execution of a formal Contract, this Bid together with your written confirmation of its acceptance shall form a binding Contract on the parties.

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

Dated _____.

Duly authorized to sign the Bid _____
(Name of Supplier)

FORM OF CONTRACT

THIS CONTRACT made the _____ day of _____ 20__

Between _____ [name of Procuring Entity] (hereinafter referred to as "the Procuring Entity"), on the one hand, and _____ [name of Supplier] from _____ [city and country of Supplier] (hereinafter referred to as "the Supplier"), on the other hand have come to an Agreement on the following:

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

THIS CONTRACT WITNESSES AS FOLLOWS:

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

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

For and on behalf of the Procuring Entity:

Signed by _____

Witnesses:

1. _____

2. _____

For and on behalf of the Contractor:

Signed by _____

Witnesses:

1. _____

2. _____

BID SECURITY
(Bank Guarantee)

Whereas _____ [*name of Bidder*] (hereinafter referred as "the Bidder") is ready to submit his bid dated _____ [*date of bid submission*] for the supply _____ [*name and/or description of goods*] (hereinafter referred as "the Bid"),

KNOW ALL PEOPLE, that WE _____ [*name of Bank*] from _____ [*name of country*], having our registered office at the address _____ [*address of Bank*], (hereinafter referred as "the Bank"), are bound to _____ [*name of Procuring Entity*] to the sum of _____, by which payment to the indicated Procuring Entity shall be made in whole and in a timely manner; the Bank is bound on behalf of its name, its successors and authorized persons. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the guarantee, and the person(s) signing that guarantee is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, it is already received and there is no other approval required.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
 - (a) Withdraws his Bid during the period of bid validity specified by the Bidder on the Form of Bid;or
2. If the Bidder having received notice from the Procuring Entity that his bid is accepted within the period of bid's validity:
 - (a) fails or rejects to sign the Contract at the request of; or
 - (b) fails or rejects to furnish the performance security in accordance with the Instructions to Bidders;

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

This guarantee shall remain in force during _____ days inclusive following the expiry of the bid validity period, and any request in respect thereof should reach the Bank not later than the abovementioned date.

(Full name of Bank's representative)

(Title)

(Signature and seal)

Dated on « ____ » day of _____ 20__.

**PERFORMANCE SECURITY
(Bank Guarantee)**

TO: _____
[Name of Procuring Entity]

WHEREAS _____ *[name of the Supplier]* (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. _____ *[Contract number]* dated _____ 20__ to supply _____ *[description of Goods and Services]* (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank to the sum specified therein as a security for compliance with the Supplier's obligations under the Contract,

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

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

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

This guarantee shall be valid till the ____ day of _____ 20__.

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

Dated on _____ day of _____ 20__

Address of the Bank issuing guarantee: _____

Letter of Acceptance
(Letterhead paper of Procuring Entity)

Date: _____

To: _____
(Name of Supplier)

(Address of Supplier)

We hereby notify you that your bid dated the ____ day of _____ 20__, for the supply of goods _____ (*description of goods*) up to a total of _____
(*Amount in figures and words*)

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

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

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

Name of agency _____

Full name and Title _____

Signature of Authorized Representative _____

Power of Attorney

TO: _____ *[name of Procuring Entity]*

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

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

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

Dated on «_____» day of _____ 20__ (Seal)
(Date)

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

EVALUATION AND QUALIFICATION CRITERIA

Evaluation Criteria

The Purchaser's evaluation of a bid may take into account, in addition to Bid Price the following:-

- (a) All documents properly signed.

- (b) Delivery schedule. (As per Incoterms 2010 specified in the BDS)
The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in the Section V1, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, a maximum of **10 points** will be awarded to bidders that deliver the goods to dates closer to the earliest delivery date.

- (c) Performance Specifications and productivity of the items- evidence of the performance reliability of these items shall be provided in this bid. A maximum of **15 points** will be awarded in this category.

- (d) Any warranty and guarantee given. The bidder that offer the maximum warranty period shall be considered as the best option and for bid comparison of maximum of **15 points** will be awarded.

- (e) The projected operating and maintenance costs during the life of the equipment: A maximum of **10 points** will be awarded for in this category for the highest ranked item.

- (f) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid **10 points**

- (g) Best Price **40 points**

The Criteria provided for the contract to be awarded to the bidder whose bid is determined to be substantially technically responsive to the bid document and who (Scores the highest Points) offers the lowest evaluated price.

Law of Guyana: Procurement Act 2003

Section 39 – Subsection 6 (b)

- (a) The procuring entity may grant a margin of preference not exceeding ten percent to tenders submitted by domestic contractors or for the benefit of tenders for domestically produced goods, provided that such preference is specified in the tender documents. If the lowest evaluated tender was submitted by a foreign tenderer, the evaluating committee will apply the margin of preference to the prices submitted by all foreign tenderers, for evaluation purpose. If, after applying the margin of preference, the lowest evaluated tender was submitted by a domestic tenderer, such tenderer shall be awarded the contract. Otherwise, the foreign tenderer who has submitted the lowest evaluated tender shall be awarded the contract.

Appendix I

Please see attached Spreadsheet, kindly complete schedule and submit same in PDF and Excel format.