



GUYANA POWER & LIGHT INC. STANDARD BIDDING DOCUMENTS

**TENDER FOR THE SUPPLY AND DELIVERY OF HEAVY FUEL OIL
(HFO)**

(GPL-PD-066-2022)

October 2022

**Closing Date: November 29, 2022 @ 14:00 hrs or 2:00pm
Bid Opening: November 29, 2022 @ 14:30 hrs or 2:30pm**

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Invitation for Bids
Co-operative Republic of Guyana
IFB# GPL - PD – 066-2022

The Guyana Power and Light Incorporated (GPL Inc.) invites sealed bids from eligible bidders for the **SUPPLY AND DELIVERY OF HEAVY FUEL OIL (HFO)**.

A complete set of bid documents can be purchased for a non-refundable fee of G\$5,000 from the Supply Chain Manager - Procurement, Guyana Power and Light Inc., 40 Main Street, Georgetown or a copy can be downloaded from our website <https://gplinc.com/bids/>

Tenders must be submitted with valid **National Insurance (NIS), Guyana Revenue Authority (GRA) Compliance Certificates (only applicable to Local Bidders)** along with **Business Registration or Company Incorporation Documents and VAT Certificates** (where applicable) and deposited in the Tender Box located at GPL's Board Room 91 Duke Street, Kingston Georgetown, Guyana.

A bid Security in the sum of G\$4,000,000.00 or US\$20,000.00 *must* be submitted along with the bid for **Lot 1**.

A bid Security in the sum of G\$4,000,000.00 or US\$20,000.00 *must* be submitted along with the bid for **Lot 2**.

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

Bids must be placed in a sealed envelope and addressed as follows:

**The Secretary to the Tender Board,
Guyana Power and Light Incorporated,
91 Duke Street, Kingston, Georgetown**

The envelope should be marked on the top right hand corner “**Bid for the Supply and Delivery of Heavy Fuel Oil -GPL-PD-010-2022**” including the words ‘Do not open before Tuesday, **November 29, 2022**. and deposited in the Tender Box before 14:00 hrs (2.00 pm) on or before Tuesday, **November 29 2022**.

OR

Bids can also be delivered electronically in a searchable and non-editable PDF format to gpltenderbox@gplinc.com

before 14:00 hrs (2.00 pm) on Tuesday, **November 29, 2022**. The subject in the electronic submission must be “Bid for the Supply and Delivery of Heavy Fuel Oil – GPL-PD-066- 2022”

Bidders submitting Electronic bids must e-mail [gpsaud@gplinc.com](mailto:gpersaud@gplinc.com), kwilson@gplinc.com and proc_mng_sect@gplinc.com informing them of the date and time in which the electronic bid was made. Please note the electronic submission should ONLY be sent to gpltenderbox@gplinc.com, it **MUST NOT** be copied to any other e-mail address.

A Bidder who submits an electronic bid will receive an electronic confirmation of the bid when it is delivered into GPL’s electronic Tender Box. Bidders must keep this confirmation of delivery as proof that the submission was made.

Bid securities for Bids submitted electronically must be deposited into the Tender Box before 14:00 hrs (2.00 pm) on or before Tuesday, **November 29, 2022**. The envelope containing the bid security should be marked on the top right hand corner “**Bid for the Supply and Delivery of Heavy Fuel Oil -GPL-PD-066-2022 Lot X**” (where X represents 1 or 2 or a combination of 1, and 2) **and the name of the Bidder and include the words ‘Do not open before** Tuesday, **November 29, 2022** and deposited in the Tender Box before 14:00 hrs (2.00 pm) on or before Tuesday, **November 29, 2022**. Late Bids shall be rejected and returned to bidders unopened. The bid opening is scheduled for 14:30 hrs (2:30 pm) on Tuesday, **November 29, 2022**, at GPL’s Board Room 91 Duke Street, Kingston, Georgetown in the presence of Bidders/ Representatives who choose to attend.

IMPORTANT: Bidders downloading the bid document are required to register at [gpsaud@gplinc.com](mailto:gpersaud@gplinc.com), kwilson@gplinc.com and proc_mng_sect@gplinc.com stating the following; name of bidder, address, contact number and e-mail address.

The Guyana Power & Light Inc. reserves the right to accept or reject any bid, and to annul the process and reject all bids, at any time prior to award of contract, without thereby incurring any liability.

Note: Any bidder/representative who chooses to attend the opening of this bid will be subjected to entry protocols in keeping with the COVID-19 pandemic. Only one (1) representative is allowed per entity and the representative will be subject to body temperature test, hand sanitizing and mandatory use of face mask at all times. Failed body temperature test and/or resistance to comply with the aforementioned will prohibit your participation in the bid opening.

Instructions to Bidders

Introduction

1. Description of the Procurement

- 1.1 The Procuring Entity identified in the *Bid Data Sheet* intends to procure the goods and services identified in the *Bid Data Sheet* and in the Schedule of Requirements.
- 1.2 Bids are invited for the supply and delivery of Heavy Fuel Oil (HFO) to the Procuring Entity port facilities located at Kingston, Vreed-en-Hoop and Garden of Eden, Guyana.
- 1.3 The period of supply and delivery shall be for one (1) year commencing January, 2023.
- 1.4 The HFO supplied shall be in accordance with the Technical Specifications stated. It is understood for the purposes of this tender and any contractual arrangement entered into thereafter that the successful bidder shall supply and deliver Heavy Fuel Oil that meets these Specifications.

2. Eligibility and qualifications of Bidders

- 2.1 In order to be awarded a procurement contract, Bidders should possess the technical and financial capacity needed to perform the contract, should fulfil their tax and social insurance fund liabilities, and should not currently be subject to a debarment penalty, and must comply with the specific eligibility and qualification requirements referred to in the *Bid Data Sheet*. Bidders shall provide the information and any supporting documentation required by the *Qualification Information Form* which contains the Mandatory Criteria as set out in the *Mandatory Technical Qualifications Checklist*.
- 2.2 The bidders should not have a 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 and delivery of Heavy Fuel Oil (HFO) which must be purchased in accordance with the Invitation for Bids. In case when the indicated facts are discovered, the Bidder's bid shall be rejected.

B. Bidding Documents

3. Clarification and amendment of Bidding Documents

- 3.1 The Procuring Entity, in not more than three (3) working days, will respond in writing (including by electronic mail) to any request for clarification of the bidding documents to be received (in writing, including by electronic mail) no 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.

- 32 At any time before the deadline for submission of bids, the Procuring Entity may amend the bidding documents by issuing an Addendum and notifying it to the bidders.

C. Preparation of Bid

4. Language of Bid

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

5. Documents Included in Bid

- 5.1 The bid prepared by the Bidder should contain the Form of Bid, the Price Schedules and the other documents to be submitted in accordance with these Instructions to Bidders. **Each Lot MUST be placed on an individual bid form.**

6. Bid Price

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

7. Bid and Payment Currency

- 7.1 The prices shall be indicated in the currency specified in the *Bid Data Sheet*.

8. Bid Security / Bid Securing Declaration

- 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, or, if so indicated in the BDS, a Bid Securing Declaration in accordance with the form.
- 8.2 The bid security may be forfeited, or the Bid Securing Declaration executed, if the Bidder:
- (a) withdraws his/her bid after it is opened during the period of validity specified in the bid; or,
 - (b) having been awarded the contract fails:
 - (1) to sign the contract on the terms and conditions provided in his bid; or
 - (2) to furnish the Performance Security, if required to do so.

9. Period of Validity of Bid

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

10. Format, Signing and submission of Bid

- 10.1 The Bidder shall prepare an original and 2 (two) copies of the bid, which shall be typed or written in indelible ink, and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney to be submitted with the bid. All pages of the bid where new information, modifications or erasures are entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.
- 10.2 The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.
- 10.3 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in the Bid Data Sheet under ITB 2.1 and ITB 6.1 respectively, both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in the Bid Data Sheet.
- 10.4 The bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in the Bid Data Sheet against ITB and clearly mark it “ORIGINAL – “TECHNICAL BID” and “ORIGINAL – PRICE BID”. In addition, the Bidder shall submit two copies of the Bid and clearly mark each “COPY.” In the event of any discrepancy between the Original and the copies, the original shall prevail.
- 10.5 The Bidder shall seal the original and the copies of the bid in separate envelopes and mark them “**ORIGINAL**” and “**COPY**” respectively. The envelopes shall then be sealed in an outer envelope.
- 10.6 The Technical Bid should comprise of documents listed in ITB 2.1 and the Price bid should comprise of documents listed in ITB 6.1, which shall be placed in separate envelopes in accordance with ITB 10.3.
- 10.7 The inner and outer envelopes shall:
 - (a) be addressed to the Procuring Entity at the address specified in the Invitation for Bids;
 - (b) bear the Invitation for Bids (IFB) title and number and the words: “**DO NOT OPEN BEFORE,**” (insert the time and date for bid opening specified in the *Bid Data Sheet*).
 - (c) indicate the name and address of the Bidder.
- 10.8 Alternatively Bids can be submitted electronically in a searchable and non-editable PDF format to:
gpltenderbox@gplinc.com with the subject “**Confidential:** “Bid for the Supply and Delivery of Heavy Fuel Oil – GPL-PD-066-2022”.

- a) The bidder shall prepare the Technical Bid and the Price Bid comprising the Bid as described in the Bid Data Sheet against ITB and clearly mark it “ORIGINAL – TECHNICAL BID” and “ORIGINAL – PRICE BID”. The Technical Bid shall be labelled “Original Technical Bid” as the attached Technical Bid and the Price Bid shall be labelled “Original Price Bid as the attached Price Bid.
- b) **The Bidder shall submit the Technical Bid separately from the Price Bid** on or before the stipulated date and time. The Procurement Entity WILL NOT accept any electronic submissions received in this mailbox after the closing date and time. The date and time recorded in the Procurement Entity’s electronic mailbox will be the final determinant.

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 the established period for submission of bids.

The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 10. In that case, the outer and inner envelopes will be additionally marked as “**MODIFICATION**” or “**WITHDRAWAL**”, as appropriate. A withdrawal notice may also be sent by registered post to:

**The Secretary to the Tender Board,
Guyana Power and Light Incorporated,
91 Duke Street, Kingston, Georgetown**

or by electronic mail to gpltenderbox@gplinc.com no later than the deadline for submission of bids. A Bidders who submits an electronic withdrawal notice will receive an electronic confirmation of delivery of the Withdrawal. Bidders must keep this confirmation of delivery as proof that the Withdrawal of the bid was submitted.

D. Opening and Evaluation of Bids for Single Stage two envelopes Bidding Procedure.

13. Opening of Bids

13.1 The Procuring Entity will open the Technical Bids in the presence of Bidders’ representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. The Bidders’ representatives who are present shall sign a register evidencing their attendance.

13.2 The envelopes holding the Technical Bids shall be opened one at a time, and the following

read out and recorded: The Bidders' names, information on the presence or absence of required bid security, or bid securing declaration, information on the presence or 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.
Note: No alternative bids are permitted.

- 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 its 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 shall evaluate and compare only the bids that are determined to be responsive to the bidding documents.
- 14.4 At the end of the evaluation of the Technical Bids, the Procuring Entity will invite only those bidders who have submitted substantially responsive Bids, and who have been determined as being qualified for award to attend the opening of the Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Procuring Entity, Bidders shall be given at least 7 calendar days' notice for the opening of Price Bids.

- 14.5 The Procuring Entity will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bid Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of the Price Bids.
- 14.6 The Procuring Entity shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidder's representatives who choose to attend at the address, date and time specified by the Procuring Entity. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 14.7 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded: the name of the Bidder, the Bid Price, and any other details that the Procuring Entity may consider appropriate. Electronically submitted Price bids will be read out and recorded: the name of the Bidder, the Bid Price, and any other details that the Procuring Entity may consider appropriate
- 14.8 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).

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

15. Confidentiality and Contacting the Procuring Entity

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

E. 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 Evaluated Bid with the lowest evaluated cost**, provided that the Bidder has been determined:
- (a) to be eligible pursuant to Clause 2;
 - (b) to comply with the schedule of requirements and 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 goods and related services specified in the Schedule of Requirements, by the percentage indicated in the *Bid Data Sheet*, no change in the unit price or other conditions shall be made.

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 the expiration of the bid 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 Qualifying Bidders as set out in ITB Clause 14.6 of the name of the successful Bidder, and his bid price.

20. Signing of Contract and performance security

- 20.1 At the same time with the 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 within the 7 (seven) days fails to return the Contract signed by him, then it shall be a sufficient ground to refuse the Award of Contract, and to forfeit the bid security, or execute the bid-securing declaration. In that case the Procuring Entity shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Procuring Entity to reject all bids.

21. Settlement of disputes

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

22. Corrupt and Fraudulent Practices

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

23. Compliances

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

24. Defects Liability:

- 24.1 The “Defects Liability Period” for the supply of Heavy Fuel Oil is thirty (30) days from the date of provisional acceptance of the supply or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for rectifying

any defects in the quality of the supply as well as rectifying any damage or degradation to the procuring entity's equipment as a result of defects in the quality of supply free of cost to the Procuring Entity.

25. Site Visit

- 25.1 The Bidder, at the Bidder's own responsibility and risk, may visit and examine the Sites of expected supply and delivery and surroundings environs. All information obtained by the Bidder individually while visiting the site, may be used by the Bidder to prepare the bid and enter into the Contract. The costs of visiting the Site shall be at the bidder's own expense. The bid submission means that the Bidder has examined the Sites and has accepted all the existing conditions.

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.

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| Item No. | |
| ITB 1.1 | <p>Guyana Power & Light Inc. 40 Main Street Georgetown, Guyana Telephone: 592-226-9598 Email: gpersaud@gplinc.com Cc: kwilson@gplinc.com ; proc_mng_sect@gplinc.com</p> <p>The subject of the procurement is: The Supply and Delivery of Heavy Fuel Oil (HFO)</p> |
| ITB 2.1 | <p>To qualify for award of the Contract, the bidders shall meet the following minimum qualification criteria:</p> <p>(a) experience as a supplier in carrying out at least one Supply and Delivery contract of either Heavy Fuel Oil (HFO), Light Fuel Oil (LFO), Gasoline or Kerosene within the last 3 (three) years.</p> <p>(b) The combined quantity of all HFO, LFO, Gasoline or Kerosene Supply and Delivery contracts over the last three years must have totalled at least two million (2,000,000) barrels, each barrel being 34.9723 imperial gallons. Appropriate evidence must be provided to substantiate the information provided which shall include references of customers with which the Bidder had entered into the contracts.</p> <p>(c) State the country from which the HFO supply will originate. For clarity the country of loading of the HFO to the vessel.</p> <p>(d) All other criteria set out in the Qualification Information Form which contains the Mandatory Criteria as set out in the Mandatory Technical Qualifications Checklist.</p> <p>(e) Evidence of valid compliance with NIS, GRA, VAT registration, if applicable (Only applies to local Bidders).</p> |
| ITB 4.1 | Language of Bid shall be English. |
| ITB 6.1 | The price quoted by bidders shall be on the basis of CIF and in keeping with the Schedule of Requirements . |
| ITB 7.1 | Currency of Bid shall be United States Dollars (USD) for foreign bidders and the Guyana dollars equivalent for local bidders. |

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| <p>ITB 8.1</p> | <p>A bid Security in the sum of G\$4,000,000.00 or US\$20,000.00 <i>must</i> be submitted along with the bid for Lot 1 in the form of a Bank guarantee or a bond from an insurance company licensed by the Bank of Guyana.</p> <p>A bid Security in the sum of G\$4,000,000.00 or US\$20,000.00 <i>must</i> be submitted along with the bid for Lot 2 in the form of a Bank guarantee or a bond from an insurance company licensed by the Bank of Guyana.</p> |
| <p>ITB 9.1</p> | <p>The period of validity is 90 days.</p> |
| <p>ITB 10.1</p> | <p>Prepare an original and 2 (two) copies of the bid, which shall be typed or written in indelible ink, and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney to be submitted with the bid. All pages of the bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.</p> |
| <p>ITB 10.3</p> | <p>Two envelopes should be submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in the Bid Data Sheet under ITB 2.1 and ITB 6.1 respectively, both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bid Data Sheet.</p> <p>Or:</p> <p>10.9 Submit bids electronically in a searchable and non-editable PDF format to: gpltenderbox@gplinc.com with the subject “Confidential: Tender for the Supply and Delivery of Heavy Fuel Oil (HFO) – GPL-PD-066-2022”.</p> <p>c) The bidder shall prepare the Technical Bid and the Price Bid comprising the Bid as described in the Bid Data Sheet against ITB and clearly mark it “ORIGINAL – “TECHNICAL BID” and “ORIGINAL – PRICE BID”. The Technical Bid shall be labelled “Original_Technical Bid” as the attached Technical Bid and the Price Bid shall be labelled “Original_Price Bid” as the attached Price Bid.</p> <p>d) The Bidder shall submit the Technical Bid separately from the Price Bid on or before the stipulated date and time.</p> |

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| | The Procurement Entity WILL NOT accept any electronic submissions received in this mailbox after the closing date and time. The date and time recorded in the Procurement Entity's electronic mailbox will be the final determinant. |
| ITB 11.1 | Deadline and place for submission of bids: 14:00 hours on Tuesday, November 29, 2022 . Attention: Secretary to the Tender Board, Guyana Power and Light Incorporated, 91 Duke Street, Kingston, Georgetown Guyana, South America. Or: Electronically in a searchable and non-editable PDF format to gpltenderbox@gplinc.com before 14:00 hours on Tuesday, November 29, 2022 . |
| ITB 13.1 | Time and place for opening of bid: 14:30 hours Tuesday, November 29, 2022. Guyana Power and Light Inc., 91 Duke Street, Kingston, Georgetown, Guyana, South America. |
| ITB 13.2 | Alternative bids are not permitted. |
| ITB 17.1 | When entering into a contract the Procuring Entity reserves the right to increase or decrease quantities up to twenty percent (20%) for Lots 1 and 2 |
| ITB 20.2 | Performance security of United States dollars Three Hundred Thousand, United States dollars (US\$ 300.000) or the Guyana Dollar equivalent is required within seven (7) days of notification of award for Lot 1. Performance security must be in the form of a Bank Guarantee or managers cheque or a bond from an insurance company licensed by the Bank of Guyana Performance security of United States dollars Three Hundred Thousand, United States dollars (US\$ 300.000) or the Guyana Dollar equivalent is required within seven (7) days of notification of award for Lot 2. Performance security must be in the form of a Bank Guarantee or managers cheque or a bond from an insurance company licensed by the Bank of Guyana |
| ITB 21.1 | Disputes that may arise in the performance of the contract shall be settled in accordance with GCC 11 and the laws of Guyana. |
| ITB 24.1 | The duration of the defects liability period is thirty (30) days following provisional acceptance. |

General Conditions of Contract (GCC)

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 and Services”** mean 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 and Services, specified in the SCC;
- (g) **“Supplier”** – means an individual or legal entity, or a combination of any above mentioned forms which operate under an existing agreement as a joint venture and supply the Goods and Services under the Contract;
- (h) **“Day”** –means calendar day.
- (i) **“Barrel”** or **“BBL”** means approximately 34.9723 Imperial Gallons which is equivalent to one (1) Barrel.
- (j) **“Contract Period”**, means the date of commencement of this Contract to the date of termination.
- (k) **“Force Majeure Event”**, means the events and circumstances described in GCC Clause 16.
- (l) **“Fuel”**, means Heavy Fuel Oil (HFO).
- (m) **“Outturn Figures”**, means the figures measured from Procuring Entity’s storage tanks by representatives mutually appointed by Supplier and Procuring Entity, or the inspector mentioned in GCC Clause 23.
- (n) **“Delivered ExShip”** (DES) means that the Supplier delivers when the goods are placed at the disposal of the Procuring Entity on board the ship not cleared for import at the named port of destination.
- (o) **“Vessel”**, means any tanker ship whether owned or chartered or otherwise obtained by Supplier or Procuring Entity
- (p) **“CIF”**, means Cost, Insurance and Freight

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

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract, 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 seven (7) days of receipt of notification of award, the successful Bidder shall furnish the Procuring Entity with the performance security in the amount and form of which are indicated in the SCC.

4. Sale and Purchase and Duration

- 4.1 The Supplier shall sell Heavy Fuel Oil to the Procuring Entity and the Procuring Entity shall purchase Heavy Fuel Oil from the supplier which complies with GCC 15, in the quantities set out in the Schedule of Requirements, and at the prices set out in the Price Schedule and upon the terms and conditions hereinafter set forth.
- 4.2 The duration of the contract shall be for a period of one (1) year commencing from the _____ day of ____ January _____ 2023, and terminating on the _____ day of December 2023 on terms and conditions set out in this Contract subject to an earlier termination of this Contract in accordance with GCC Clause 10 below.
- 4.3 The Procuring Entity reserves the right to renew this Contract on similar terms and conditions for a further period, by giving the Supplier a written notice at least four (4) weeks before the termination of the Contract.

5. Deliveries

- 5.1 The Supplier must deliver the Heavy Fuel Oil (HFO) within the periods and to the Destination point indicated in the Schedule of Requirements and shall provide the documentation indicated in the SCC. Subject to the SCC, transportation of the HFO 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.
- 5.2 The HFO shall be delivered on the basis of CIF deliveries to the procuring entity, by vessel. Deliveries shall be Delivery Ex Ship (DES) alongside any or all of the Procuring Entity's jetties, at Kingston, Vreed-en-Hoop or Garden of Eden in Guyana, by vessel nominated by Supplier and approved by Procuring Entity. The Procuring Entity shall notify the Supplier of any additional berth and the Supplier shall reasonably consider the request for use of an alternative berth.
- 5.3 Notwithstanding GCC Clause 14, for the purpose of allowing the Supplier to schedule a supply of Fuel Oil, the Procuring Entity shall give the Supplier one (1) month advance notice of its estimated quarterly requirements of HFO to be purchased hereunder.
- 5.4 The quantity of HFO delivered to the Procuring Entity hereunder shall be determined by the Outturn Figures immediately after unloading is completed. The tanks of the Procuring Entity used for delivery shall be certified. Proof of Certifications shall be given to the Supplier on request after review by an Independent Inspector. The Supplier shall also provide Proof of Certification that the quality of HFO delivered to the Procuring Entity is in accordance with the technical specifications provided.
- 5.5 Laytime at Discharge Port
- i) For discharging a maximum cargo of 32,000 bbls, laytime shall commence at Discharge Port, 72 hours SHINC (Sundays, Holidays Included) plus 12 hours NOR (Notice of Readiness). Laytime to start upon berthing or six (6) hours after NOR, whichever

occurs first at the Procuring entity's jetty in Guyana. Laytime shall end when the delivery hoses are disconnected after completion of discharge.

- ii) Vessels shall provide a minimum average pressure of 75 PSIG (Pounds per square inch gauge) at the Vessel's manifold during discharge.
- 5.6 The Supplier is required to maintain a schedule of fuel deliveries that will ensure that the estimated quantities as specified in GCC Clauses 14 and 19 are met. For clarity, it is anticipated that the Supplier(s) will be required to deliver 360,000 barrels +/- twenty percent (20%) for Lot 1 and 360,000 +/- twenty percent (20%) barrels for Lot 2 as per Schedule of Requirements (no exceptions for holidays). The Supplier must be cognizant of the storage limitations of the Procuring Entity and take all necessary steps to ensure that deliveries are maintained to prevent the Procuring Entity from running out of HFO.
- 5.7 The Supplier is required to deliver the requested quantity of HFO irrespective of weekends or proclaimed holidays to one or any combination of the three locations: Garden of Eden, Kingston & Vreed-en-Hoop.
- 5.8 The Supplier shall manage the process of transferring product into the Procuring Entity's tanks. The average depth (draft) of the channel for the delivery of fuel to the various ports is **six (6) meters** chart datum.

5 Payment

- 6.1 The payment to the Supplier for the HFO delivered shall be made in accordance with the Contract in the form and within the periods specified in the SCC.
- 6.2 The Procuring Entity will be invoiced in accordance with delivered quantities as per GCC Clauses 5.4. and 5.5.
- 6.3 The Procuring Entity shall pay the full amount, of the final invoice for each cargo via electronic transfer into the Suppliers designated Bank account **ten (10) working days** after receipt of final invoice.
- 6.4 If payment falls on Saturday, Sunday, or bank holidays in Guyana or in the country in which the Supplier account is designated, then payment will be effected on the next working day of the bank.

7. Prices

- 7.1 The Procuring Entity agrees to pay the Supplier and the Supplier agrees to accept from the Procuring Entity the rate as set out in the Price Schedule.

If for any reason the benchmark price published in the Platt's Oilgram Report is discontinued, the Parties will mutually agree on another suitable benchmark reference . All port and agency costs at discharge port are for the Procuring Entity's account.

8. Assignment

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

9. Delays in Supplier's Performance and Liquidated Damages

- 9.1 Delivery of the HFO shall be carried out by the Supplier, in accordance with the schedule indicated by the Procuring Entity in the *Schedule of Requirements*.
- 9.2 Any 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 GCC Clause 10.
- 9.3 If the Supplier is unable to deliver the HFO within the required timeframe set out in the *Schedule of Requirements*, the Supplier shall inform the Procuring Entity hereof as soon as possible. If the Supplier fails to deliver within 48 (forty-eight) hours of the required timeframe set out in the *Schedule of Requirements*, the Procuring Entity shall have the right to purchase the required quantity of HFO or any other type of fuel that may be available for that scheduled shipment from alternative sources and charge the difference in CIF price plus the differential cost in generating efficiencies (gallons of fuel utilized per MWh generated) related to this purchase to the Supplier. The Parties agree that this clause does not limit the right of the Procuring Entity to claim liquidated damages pursuant to clause 9.2
- 9.4 The Procuring Entity shall invoice the Supplier for the difference in CIF price for the fuel purchased from alternative sources together with the differential cost in generating efficiencies and the Supplier shall pay that invoice within 10 (ten) working days of receipt of invoice.
- 9.5 The Supplier shall save, indemnify and hold the Procuring Entity free and harmless from and against any and all claims and demands for loss, injury, damage or liability caused to persons or property by the property and equipment owned or contracted by the Supplier and/or HFO furnished under this agreement up to the point where delivery and risk of loss in the HFO pass to the Procuring Entity except to the extent such loss, injury, damage or liability is due to negligence of the Procuring Entity, its servants or agents.
- 9.6 The Procuring Entity shall save, indemnify and hold the Supplier free and harmless from and against any and all claims and demands for loss, injury, damage or liability caused to persons or property by the property and equipment owned by the Procuring Entity and/or HFO furnished under this Contract after delivery and risk of loss in the HFO pass to the Procuring Entity except to the extent such loss, injury, damage or liability is due to negligence of Supplier, its servants or agents.
- 9.7 Except where a delay in transporting is due to an event of Force Majeure, the Supplier shall make available suitable alternative arrangements for transporting of the fuel.
- 9.8 The Supplier shall be liable whether in contract or in tort or otherwise for indirect, consequential or special losses or damages of any kind arising out of or in any way connected with a delay in performance or failure to perform the Contract, where the delay or failure is due to:-
- Mechanical failure or fault by vessel to transport and/or discharge fuel in an efficient manner due to the vessel's condition, including breakdowns, or any other incapacity of the vessel's equipment or facilities;

- Failure to discharge or delay in doing so attributable to the captain, crew agent or of the vessel.
 - Delay of vessel in its operations after notice of readiness for any reason whatsoever over which the Procuring Entity has no control.
 - Refusal to undertake delivery of fuel to the port without reasonable cause.
- 9.9 Except as expressly provided in the agreement neither party shall be liable for losses or damages of any kind incurred where performance of the contract is delayed, hindered or suspended by an event of Force Majeure.

10. Termination

- 10.1 The Procuring Entity, without detriment to any other sanctions of infringement of the provisions of Contract, by written notice of termination sent to the Supplier, may terminate this Contract immediately in whole or in part:
- (a) if the Supplier fails to deliver the portion or all of the Goods within the periods provided for in the Contract, or within an extension period of that Contract, or to perform any of his obligations under the Contract;
 - (b) if bankruptcy procedures are applied to the Supplier, or it is declared insolvent.
 - (c) if the Supplier, in the Procuring Entity's opinion, has engaged in corrupt, fraudulent, collusive or coercive practices when entering into or executing the Contract;
 - (d) If the Procuring Entity deems that continued implementation of the contract would no longer be expedient from the standpoint of the public interest.
- 10.2 Either Party may terminate this Contract by providing at least three (3) months' prior written notice to the other Party at any time.
- 10.3 Where either Party breached any of its representations, warranties, covenants or undertakings contained in this Contract or fails to comply with any of the clauses of this contract without an adequate explanation, and which failure or breach is not cured within three (3) calendar days of the breach if the said failure or breach is capable of being remedied.
- 10.4 In accordance with GCC Clause 16.5 of this Contract.
- 10.5 The notice of termination shall specify, where applicable, the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 10.6 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.

11. Settlement of Disputes

- 11.1 Any disputes between the parties shall be initially discussed and, if possible, resolved by mutual Agreement between the parties. Should the parties fail to resolve the dispute within such 15 (fifteen) Day period after their discussion started, then any dispute arising out of or relating to this Contract, including its validity, interpretation, application, scope, enforceability, performance, breach, and termination, shall be resolved exclusively and finally by arbitration.
- 11.2 Arbitration shall be conducted in English language and will be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") in force at the time of arbitration. There shall be a single arbitrator if the parties can agree on one in writing. If the parties cannot agree then each party shall choose one arbitrator and those two arbitrators shall appoint a third one. The decision of the arbitrator(s) shall be final and binding on the Parties.
- 11.3 The place of arbitration shall be Georgetown Guyana.
- 11.4 Any monetary award made pursuant to such proceedings shall be calculated and paid in United States Dollars or the Guyana Dollar equivalent.
- 11.5 Findings of arbitration shall be deemed proper if communicated in accordance with GCC Clause 25 of this Contract.
- 11.6 Notwithstanding any reference to dispute settlement herein, the parties shall continue to perform their obligations under the Contract, unless they agree otherwise.
- 11.7 The costs of arbitration shall be borne equally by the Parties.

12. Applicable Law

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

13. Taxes and Duties

- 13.1 Each party shall be responsible for paying when due all taxes and fees levied or assessed against such party or its property that are required to allow or enable such party to engage in the business contemplated by this Contract or that may otherwise be applicable to the product, equipment and business activity subject to this Contract, including but not limited to all sales, use, excise, income, profit, franchise and personal property taxes.
- 13.2 Each party shall hold the other party harmless from and against any claim or liability against such party for failure by the indemnifying party to pay any tax, fee or contribution as provided herein including any claim by a contractor of such party, or employee of such contractor.

14. Product and Quantity

The quantities of Fuel Oil to be delivered during the contract period to the Procurement Entity's ports at Kingston, Vreen-en-Hoop and Garden of Eden and determined by the Procuring Entity shall be as follows:

Lot 1 – Three Hundred and Sixty Thousand (360,000) barrels + / twenty percent (20%) as stipulated by Delivery schedule below. The quantity for each delivery will be thirty thousand (30,000) barrels.

| Lot Number | Delivery Period | Delivery Schedule |
|------------|--------------------|--------------------|
| 1 | January - December | Once every 28 days |

Lot 2 – Three Hundred and Sixty Thousand (360,000) barrels + / twenty percent (20%) as stipulated by Delivery schedule below. The quantity for each delivery will be thirty thousand (30,000) barrels.

| Lot Number | Delivery Period | Delivery Schedule |
|------------|--------------------|--------------------|
| 2 | January - December | Once every 28 days |

NB: The buyer will determine the delivery schedule

Where there is a change in the HFO volumes within the limits as stated above, the Procuring Entity shall give the Supplier at least one (1) month's advance notice of any change in quantities of fuel to be delivered during the terms of this Contract.

15. Specifications

The specifications for the HFO to be sold and purchased hereunder shall be in accordance with the technical specifications. Subject to the proviso, The Supplier shall be liable for damages for whether in contract or in tort or otherwise for indirect, consequential or special losses or damages of any kind arising out failure to supply fuel in accordance with technical specifications and quantity requirements.

Provided that there shall be a Defects Liability period. For the purposes of this Contract the "Defects Liability Period" for the supply of Heavy Fuel Oil is thirty (30) days from the date of notice of defect in quality of the supply. During this period, the Supplier will be responsible for rectifying any defects in the quality of the supply as well as rectifying any damage or degradation to the Procuring Entity's equipment as a result of defects in the quality of supply free of cost to the Procuring Entity.

16. Delay and Force Majeure

- 16.1 Neither Party shall be liable for failure to comply with any terms of this Contract if hindered, delayed or prevented, directly or indirectly, by any circumstances outside its reasonable control, and which could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care included but not limited to war, acts of enemies, national emergency, epidemic or pandemic, revolution, riots, sabotage, or other disorder, natural elements including fire, flood, windstorm, earthquake, volcanic eruption, explosion, or other acts of God, strikes, lock-outs, or other labour disturbances, orders or acts of any government or governmental agency or authority beyond its control; or interference by civil or military authority ("Event of Force Majeure"). In no instance shall lack of funds be considered an Event of Force Majeure.
- 16.2 Upon the occurrence of any event of Force Majeure the Party claiming Force Majeure shall notify the other Party promptly in writing with full particulars of such event and to the extent possible, inform the other Party of the expected duration of the Force Majeure event and the volume of the HFO to be affected by the suspension or delay of performance under this Contract.
- 16.3 In case of Force Majeure, the Party unable to perform shall remove or remedy the cause of the interruption as rapidly as may be practical, provided however, that a Party removing or remedying such cases, shall not be required to settle strikes, lock-outs or other labour disturbances or claims by any government or governmental agency or authority beyond its control by acceding to any demands when in the discretion of that Party it would be inadvisable to accede to such demands.
- 16.4 Extension of time due to Force Majeure

If a Party is prevented, hindered or delayed in the performance of an obligation under this Contract by Force Majeure, then the time limited for the performance of that obligation (or

any date by which performance of that obligation is to be achieved) shall be extended by a period equal to the period by which its performance is so prevented, hindered or delayed.

16.5 Prolonged Force Majeure

If Force Majeure prevents a Party from performing its obligations in whole or material part for a continuous period of more than 14 days commencing from the date of a notice submitted under this Article, the Party not affected by Force Majeure may terminate this Contract by notice to the other Party. The Contract shall terminate 14 days following the date of the notice of termination.

17 Insurance & Licences

- 17.1 The Supplier shall at all times obtain and keep in force all permits; policies of insurance (Property and Liability Insurance); fire protection certificates; licences; rights of access and consents and shall at all times provide the necessary labour and/or equipment and supervision as shall be required, in order that the services shall be completed as per Contract.

18 Safety & Health and Environment Information

- 18.1 The Supplier shall furnish to the Procuring Entity information (including Material Safety Data Sheets) concerning the safety, health and environmental aspects of the Fuel Oil that the Supplier may sell and deliver to the Procuring Entity hereunder, including safety, health and environmental warnings. The Procuring Entity shall acknowledge receipt of such information and agrees to communicate such warnings and information to all persons whom the Procuring Entity can reasonably foresee as being persons who may be exposed to or may handle such HFO, including, but not limited to, the Procuring Entity's employees, agents, suppliers and customers.

The Supplier shall at all times maintain and comply with occupational, safety, health and environmental policies and procedures and applicable laws and regulations during the performance of this Contract.

19 Nomination Procedures

In order to meet the required quantities as per GCC Clause 14, the following nomination procedures are to be complied with:

- 19.1 The Procuring Entity will nominate its 3 (three) month preliminary receiving schedule on or before the tenth (10th) day of each month.
- 19.2 The Procuring Entity shall confirm to Supplier by the 10th (tenth) day of the current month its requirements for the upcoming month specifying required product quantities and three- day discharge dates for each cargo nominated. Subsequently Supplier shall revert to the Procuring Entity not later than the 25th (twenty-fifth) day of the current month on the acceptability of the quantities and proposed discharge dates of the following month or suggest an alternative in each case.
- 19.3 For each delivery not less than seven (7) days before the expected date of delivery, Supplier or its agents shall notify Procuring Entity of the vessel nominated to make such shipment.

If the Procuring Entity fails to notify Supplier or its agents within three (3) working days of acceptance of the nominated vessel, it shall be deemed to be affirmed.

- 19.4 The Supplier shall arrange for the nominated vessel and local shipping agent to report by email to the Procuring Entity at the discharge port five (5) days in advance of the estimated time of arrival and again seventy-two (72), forty-eight (48) hours and twenty-four (24) hours before arrival, (or at such other times as the Procuring Entity maybe be advised by the Supplier stating the expected date and hour of arrival.)

20 Laytime

- 20.1 The Procuring Entity shall provide safe berth for the vessels delivering HFO under this Contract, accepted by the Supplier, with sufficient depth to allow the vessels to lie safely afloat subject to the berthing conditions at Guyana. The Supplier shall have the right to change the vessel's location, or to request the Procuring Entity to do so, from one safe berth to another at the Procuring Entity terminals, or to anchorage.
- 20.2 Discharge of dirty ballast, bilges, slops or other substance(s) into the territorial waters of Guyana is prohibited.
- 20.3 Time consumed shifting between berths or anchorage at the Procuring Entity request, shall be computed as used laytime and the Procuring Entity shall pay all specific expenses (including agency charges) incurred directly in connection with such shift. Time consumed shifting between ports shall not count as used laytime.
- 20.4 During discharge of Fuel Oil the vessel at the ports in Guyana shall be governed by the Procuring Entity Policies and Procedures, which should be in accordance with International Port and Maritime laws and regulations. Each vessel shall vacate her berth as soon as possible as discharge is completed.
- 20.5 Where the vessel fails to give at least twenty-four (24) hours advance notice of arrival, laytime allowed to the Procuring Entity shall be extended.
- 20.6 After the vessel has arrived at the customary anchorage at discharge port, and is ready to discharge the HFO, the vessel shall be given notice of the terminal's readiness to receive the HFO at the discharge port.
- 20.7 Notwithstanding any other provisions of this Contract, any time consumed due to any of the following shall not be computed as used laytime:
- a. Delay of vessel in its mooring operations after notice of readiness for any reason whatsoever over which the Procuring Entity has no control;
 - b. Shifting of vessel from anchorage towards safe berth for discharge, even when lightening services have been rendered at an anchorage;

- c. Failure by vessel to discharge cargo in an efficient manner due to vessel's condition, including breakdowns, or any other incapacity of the vessel's facilities;
- d. Failure to discharge or delay in doing so attributable to the master, officers, crew or agent of the vessel;
- e. Prohibition or restriction on discharge attributable to the Supplier, or the owners or operators of the vessel;
- f. Delay due to fault of the vessel, handling or shifting of ballast, bilges, slops or other substance(s), or bunkering not accomplished concurrently with cargo handling operations;
- g. Vessel proceeding from anchorage to all fast at cargo berth and vessel lining up;
- h. Delay to the vessel in reaching or clearing her berth or in the commencement or completion of operation caused by adverse weather of seas which either affects the transporting vessel directly or indirectly because of delay to other vessel(s) which arrived prior to the transporting vessel's; provided that the delay to the vessel(s) was also caused by adverse weather or seas;
- i. Prohibition of night time discharge or berthing due to vessel owner's, operator's, terminal's or port authorities regulations;
- j. Any period during which berthing or discharge of the vessel is delayed, hindered or suspended by the Event of Force Majeure.

21 Demurrage

- 21.1 For HFO lifting, in the absence of a charter party, or when the charter party does not provide for demurrage rates, demurrage shall be paid at the rates agreed to between the Supplier and the Procuring Entity prior to the fixing of the receiving vessel. If the receiving vessel is voyage chartered, demurrage shall be paid at the rate specified in the charter party for that particular voyage.
- 21.2 The Procuring Entity shall not be liable to pay for any demurrage incurred through fault attributable to the vessel, or if the loading is suspended for the vessel's purposes. Except where a delay in transshipment is due to an event of Force Majeure, the Supplier shall make available suitable alternative shipping arrangements for freighting of fuel. The Supplier shall not be liable for any other losses or damages direct or indirect arising out of the occurrence, which created the demurrage liability.
- 21.3 Demurrage claims must be accompanied by 'such available supporting' data and other documentation. Demurrage claims not submitted within 90 (ninety) days of the date that demurrage incurred shall be deemed to have been waived.
- 21.4 Subject to GCC Clause 20.6 any demurrage, loss or damage incurred by the Supplier as a result of the vessel's failure to promptly vacate the berth, including those originating from delays in the docking of other vessels awaiting their loading and or discharge turns, shall be paid by the Procuring Entity, unless such demurrage, losses, or damages are caused by and beyond the control of the Procuring Entity, or the vessel's owner or operator.

22 Passage of Title, Ownership and Risk of Loss

- 22.1 Title, ownership and risk of loss with respect to all HFO to be sold and purchased hereunder, shall pass from the Supplier to the Procuring Entity as the HFO passes the vessel's flange at the discharge port, All connections. From the shore-offloading flange for the, receipt of the HFO shall be fuel leak proof and responsibility of the Procuring Entity.

23 Verification and Measurements

- 23.1 The quality and quantity of each delivery and shipment of HFO hereunder shall be determined by an Independent Inspector appointed by mutual Agreement of the Parties. A report shall be issued by such Independent Inspector setting forth, in respect of each delivery, the quality and quantity of HFO delivered. The data contained in such report shall be binding and conclusive upon both Parties save and except for manifest errors. The costs of the services of any such Independent Inspector so appointed shall be shared equally by the Parties.
- 23.2 Any claims as to shortage or defects in quality/quantity of each delivery and shipment of HFO shall be communicated to the Supplier immediately but within fifteen (15) days after delivery. Such communications shall be made by a formal written notice of claim with all necessary details, after which Supplier shall communicate to Procuring Entity within two (2) working days if the claim is accepted. If no formal written notice of claim is received within fifteen (15) days of the delivery, the claim shall be deemed to have been waived.

Notwithstanding the provision of GCC Clause 23.1 hereof, nothing contained in this Contract shall relieve the Procuring Entity of the obligation to pay in full the purchase price or any other amounts due for the Fuel Oil actually delivered and received hereunder.

No curtailment or suspension of deliveries or acceptance of deliveries pursuant to this section shall operate to extend the period of this Contract.

24 Drug & Alcohol

- 24.1 Each Party agrees that its employees, agents and subcontractors shall not perform under this Contract while under the influence of alcohol or any controlled substance and that its employees, agents and subcontractors shall not misuse legitimate drugs or possess, use, distribute, or sell illicit or un-prescribed controlled substances or drugs while on premises owned or controlled by the other Party. The Parties shall adopt and enforce work rules and policies in order to assure compliance with the obligations noted in this Clause.

25 Notices

- 25.1 All notices, statements and other communications to be given, submitted or made hereunder by either party to the other shall be sufficiently given in writing. Such notice or communication shall be sent to the respective Parties at their addresses listed below or at such other addresses as they may from time to time be provided by one another. Except as expressly provided herein, any notice shall be deemed to have been given
- i. if sent by courier, or hand delivery, or mail, upon delivery at the address of the relevant Party and
 - ii. if sent by [electronic correspondence \(e-mail\)](#), when dispatched but only if the sender's Confirmation of Delivery report (mail delivery report) shows the entire

email to have been delivered to the recipient and the original shall have been delivered within two (2) days.

Guyana Power and Light, Inc.

Attn.: Supply Chain Manager - Procurement

Tel.: 592-226-9598

226 2600 Extention 1303 or 1304

E-Mail: gpersaud@gplinc.com

Cc: sramtahal@gplinc.com

(Name of Company)

Attn.:

Tel.:

Fax.

E-Mail:

26 Confidentiality

26.1 The Parties agree to hold in confidence any and all information (that is identified as confidential at the time of disclosure) directly or indirectly by one (Disclosing Party) or the other (Recipient Party). The Recipient Party shall use all reasonable efforts to ensure that the confidential information disclosed by the disclosing party under this Contract is divulged to its own consultants, associates or sub-Suppliers who need to know such information; provided that the Recipient Party shall ensure that its consultants, associates or sub-Suppliers consent in writing to abide by the instructions contained herein.

26.2 Notwithstanding the above, the confidentiality obligations contained herein shall not apply to:

- i. Information which at the time of disclosure is in the public domain;
- ii. Information which the Recipient Party can show was lawfully received by or before the time of disclosure from a third party; and
- iii. Information which the Recipient Party is bound to disclose in a court of competent jurisdiction or by virtue of a court order.

26.3 The confidentiality obligations as stated herein shall survive the termination of this Contract.

27 Business Ethics

27.1 Both Parties' policy requires ethical conduct in all business activities and practices, including due regard for applicable laws. Neither Party is expected or authorized to and shall not take any action on the Party's behalf that would result in inadequate or inaccurate

reporting of any transaction or which would violate any applicable laws, rules or regulations. If any information comes to the attention of either Party which indicates any departure from conduct consistent with the standards set forth in this paragraph, this Party shall notify the other Party immediately of such facts.

28 Entirety of Agreement

28.1 This Contract shall constitute the entire agreement between the Parties hereto with respect to the subject matter hereto and shall supersede all previous negotiations, commitments and writings.

29 Modification & Waiver

29.1 This Contract may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the Parties.

29.2 The failure of either Party to enforce at any time the provisions of this Contract shall in no way be constructed to be a waiver of such provisions nor in any way to affect the validity of this Contract or any part hereof, of the right of either Party thereafter to enforce each and every such provision. No waiver of this Contract shall be held to be a waiver of any other of subsequent breach unless it is contained in writing duly signed by the Parties hereto.

30 Amendment

30.1 No amendment, modification or supplement of this Contract or of any provision of this Contract shall be binding on either Party unless in writing and signed by a duly authorized officer or representative of the Parties.

31 Binding Effect

31.1 This Contract and the respective rights, duties and obligations of the Parties hereto shall insure to the benefit of and binding upon each party hereto and their respective successors and assignees.

32 Severability of Provisions

32.1 In case of any one or more of the provisions contained in this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby provided the remaining provisions are enforceable and the invalid, illegal or unenforceable provision or provisions are not fundamental to this contract.

33 Further Assurances

33.1 Subject to the terms and conditions herein contained, the Parties agree to execute and deliver such additional instruments and to do such further acts and things not expressly provided for or envisaged herein but as may be reasonably necessary in order to fully perform this Contract. The Parties further undertake to act in good faith in relation to the performance and implementation of this Contract and to take such other reasonable measures as may be necessary for the realization of its objectives.

34 Counterparts

34.1 The Contract may be executed simultaneously in two or more counterparts each of which shall be deemed to be an original and all which shall constitute but one and the same Contract.

35 Third Parties

35.1 No person shall have any rights or interests, direct or indirect, herein by reference or otherwise except the Parties hereto and except as otherwise expressly provided in this Contract.

Special Conditions of Contract (SCC)

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

| GCC Clause No. | Special Conditions of Contract |
|----------------|--|
| 1 | Definitions |
| 1.1 (a) | The Procuring Entity is Guyana Power and Light Inc. of 40 Main Street Georgetown, Guyana South America, Tele #592 226-9598, Fax#592 227-2180 Email: gpersaud@gplinc.com , sramtahal@gplinc.com and proc_mng_sect@gplinc.com |
| 1.1 (b) | The Supplier is: The name of the successful bidder _____ |
| 1.1 (c) | The goods and services being procured: The Supply and Delivery of Heavy Fuel Oil (HFO) |
| 3.1 | A Performance Security will be required seven (7) days after receipt of notification award in the form of a Bank Guarantee or Managers Cheque or a bond from and insurance company licensed by the Bank of Guyana in the amount of : Lot 1 - United States dollars Three Hundred thousand (US\$300,000) or the Guyana Dollar equivalent. Lot 2 - United States dollars Three Hundred thousand (US\$300,000) or the Guyana Dollar equivalent. |
| 5.1 | Deliveries The following documentation is to be provided by the Supplier to the Procuring Entity: (1) Copies of Supplier’s proforma invoice indicating a description, quantity, unit price of the Goods and sum total; (2) Warranty certificate of Manufacturer or Supplier; (3) Certificate of Origin; (4) Certificate of Quality/conformity (5) Ullage Report (6) Report detailing previous two (2) cargoes |

6.1 Payments

Payments for Heavy Fuel Oil Supplied and Delivered

Payments will only be effected on Final Invoices and will be settled ten (10) days after receipt and acceptance of these invoices by the Procuring Entity.

| | |
|--------------------|--|
| <p>9.2</p> | <p>Liquidated Damages</p> <p>The liquidated damages shall apply and they shall be equivalent to five percent (5%) of the delivered price of the delayed Invoice per each day of delay or part thereof until actual delivery or performance.</p> <p>The maximum amount of liquidated damages shall be: 50 percent (50 %) of the delayed HFO Contract price.</p> |
| <p>11.1</p> | <p>Settlement of Disputes</p> <p>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 — 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 International Chamber of Commerce ("ICC") Arbitration Rules as at presently 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 arbitration in accordance with GCC 11.</p> <p>(c) The Courts of Georgetown Guyana, shall have exclusive jurisdiction in all the matters arising in the contract including execution of Arbitration Awards</p> <p>Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p> |
| <p>12.1</p> | <p>The governing law shall be the law of: Guyana.</p> |

Schedule of Requirements

The goods and services being procured: **The Supply and Delivery of Heavy Fuel Oil (HFO)** as set out in the table below. These quantities are not expected to vary by more + / 20% of the contracted quantities for Lots 1 and 2.

Bidders have the option to bid for any one or all of two (2) lots. Bids will be evaluated lot-wise. A bidder who has exercised the option of bidding for all two lots shall be awarded both lots providing the bids for those lots are determined to be the lowest evaluated costs to the Procurement Entity, and subject to the selected Bidder meeting the required qualification criteria for the respective lots.

| Lot Number | Delivery Period | Estimated Annual Requirement (bbls) |
|-------------------|--------------------------------|--|
| 1 | January, 2023 to December 2023 | 360,000 |
| 2 | January, 2023 to December 2023 | 360,000 |
| Total | | 720,000 |

Bidders must note that quantities stipulated above can vary by +/- twenty percent (20%) for Lot 1 and Lot 2. The procurement Entity will formally indicate its required quantities within the upper and lower limits to the supplier by the tenth (10th) day of the current month for the following month.

Delivery Schedule

Lot 1 – Three Hundred and Sixty Thousand (360,000) barrels + / twenty percent (20%) as stipulated by Delivery schedule below. The quantity for each delivery will be thirty thousand (30,000) barrels.

| Lot Number | Delivery Period | Delivery Schedule |
|------------|--------------------|--------------------|
| 1 | January - December | Once every 28 days |

Lot 2 – Three Hundred and Sixty Thousand (360,000) barrels + / twenty percent (20%) as stipulated by Delivery schedule below. The quantity for each delivery will be thirty thousand (30,000) barrels.

| Lot Number | Delivery Period | Delivery Schedule |
|------------|--------------------|--------------------|
| 2 | January - December | Once every 28 days |

The Supplier must ensure that the specific delivery schedule provided by the Procuring Entity in keeping with GCC clause 19 (2) is met. The Supplier must be cognizant of the storage limitations of the Procuring Entity and take all necessary steps to ensure that deliveries are maintained to prevent the procuring entity from running out of HFO fuel.

The Procuring Entity will agree with the supplier prior to the arrival of the vessel as set out in GCC Clause 19, the exact distribution of each shipment of at least 30,000 barrels +/- twenty percent (20%) of HFO. The vessel may be required to deliver all of the HFO at one port or to split the delivery to two or all three of the ports.

Failure to comply with these requirements significantly increases the risk of stock outs of HFO or the inability of the Procuring Entity to receive the shipment either partially or fully.

Technical Specifications

Specifications for Heavy Fuel Oil

| Property | Unit | Limit | Test Method Reference |
|------------------------------|-------------------|------------|-------------------------------|
| Viscosity at 50 °C | cST | 180-700 | ISO 3104/ASTM D7042/ASTM D445 |
| Density at 15 °C | Kg/m ³ | 991 max | ISO 3675/ASTM D4052 |
| CCAI | - | 870 max | ISO 8217, Annex F |
| Sulphur | % mass | 2 max | ISO 8754/ASTM D4294 |
| Flash point | °C | 60 min | ISO 2719/ASTM D93 |
| Hydrogen Sulfide | mg/Kg | 2 max | IP 570 |
| Acid number | Mg KOH/g | 2.5 max | ASTM D664 |
| Total sediment | % mass | 0.1 max | ISO 10307-2/ASTM D473 |
| Carbon residue, micro method | % mass | 15 max | ISO 10370/ASTM D4530 |
| Asphaltenes | % mass | 8 max | ASTM D6560/ASTM D3279 |
| Pour point (upper) | °C | 30 max | ISO 3016/ASTM D97 |
| Water | % volume | 0.5 max | ISO 3733/ASTM |
| Ash | % mass | 0.15 max | ISO 6245/ASTM D482 |
| Vanadium | mg/Kg | 350 max | ISO 14597/IP 501/IP 470 |
| Sodium | mg/Kg | 30 max | IP 501/IP 470 |
| Aluminum + Silicon | mg/Kg | 30 max | IP 501/IP 470 |
| Calcium | mg/Kg | 30 max | IP 501/IP 470 |
| Zinc | mg/Kg | 15 max | IP 501/IP 470 |
| Phosphorus | mg/Kg | 15 max | IP 501/IP 470 |
| Heat value | Btu/lbs | 18,000 min | ASTM D240 |

Qualification Information Form

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 Heavy Fuel Oil supplied and delivered in the last three (3) years:

_____ in 2019.

_____ in 2020.

_____ in 2021.

Appropriate evidence must be provided to substantiate the information provided which shall include references of customers with which the Bidder had entered into the contracts.

1.3 Supplies of a similar nature executed by the Supplier during the last three years

| # | Name of Goods | Name of Clients, address and telephone | Contract Value US\$ |
|---|---------------|--|---------------------|
| | | | |
| | | | |
| | | | |

1.4 Copies of financial reports for the last three years 2019, 2020 and 2021 (*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 compliance with NIS, GRA and VAT Registration for Vatable item/s (Only applicable to locally registered bidders) (*attach supporting documents*).

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

Other party(ies) of trial

Cause of dispute

Amounts disputed

- 1.8 Bulk Transportation Carrier and Storage Licence (only applicable to Local Bidders)
- 1.9 Valid certificate of Inspection of the Vessel and International Ship and Port Security (ISPS) Compliance.
- 1.10 Evidence of satisfactory performance of the Bidders capability and adequacy of resources which shall include the following:
- i. Type of Vessel and evidence of ownership including registration information.
 - ii. Only vessels with a ‘double hull’ will be accepted.
 - iii. Q88 Certification must be provided
 - iv. Capacity/ Size of Vessel including relevant drawings of the vessel and individual storage tanks
 - v. Age of Vessel
 - vi. Speed of Vessel
 - vii. Discharge Capability
 - viii. Heating Capacity
 - ix. Overall Condition of vessel (maintenance)
 - x. Sea worthiness of the Vessel
 - xi. Arrangements for Handling Spills.
 - xii. Contingency arrangements for alternative Vessel.
 - xiii. Training and Experience of Crew
 - xiv. Insurance of Vessel
 - xv. Pictures of the Vessel
- 1.11 The bidder must show that they have access to other vessels in the event of down time of the Bidder’s vessel; these vessels must meet the specifications set out in clause 1.10 above.
- 1.12 Bidders must be in a position to make the vessel(s) available for inspection by the Procuring Entity at earliest availability.
- 1.14 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 _____ 2022

Supplier's Bid: Only one of the two Lots

Date: _____

IFB No: _____

LOT Number: 1

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 _____, 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 the _____ day of _____ 2022

Duly authorized to sign the Bid for and on behalf of

(Full name)

(Title)

(Signature and seal)

(name of Supplier)

Supplier's Bid: Both Lots (Lots 1 and 2)

Date: _____

IFB No: _____

LOT Number: 3

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 _____, 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 the _____ day of _____ 2022

Duly authorized to sign the Bid for and on behalf of

(name of Supplier)
(Full name) *(Title)* *(Signature and seal)*

Price Schedule – Only one of the two Lots

The Procuring Entity intends to have a detailed pricing arrangement for Heavy Fuel Oil delivered. Tenders shall be evaluated using the price formula outlined below. The price P in USD per Imperial barrel shall be calculated for each release as per the following formula:

$P = A + B + C$, where

A = F.O.B price calculated in U.S. dollars per barrel at a temperature of fifty-five degrees Celsius (55°C) or One hundred and thirty-one degrees Fahrenheit (131 °F) based on three days midpoint rate average around the bill of lading date of the vessel which effected the delivery. The applicable index is the interpolated price using the weighted average, computed to three decimal places of the Platts Oilgram report, New York Harbor No. 6: 1% Sulphur Max (Platts Reference PUAAU000), and the New York Harbour USAC HFO No. 6: 3.5% Sulphur Max (Platts Reference Code PUAX00). The weighted average will be computed using a ratio 47:53 respectively as shown below:

Daily Interpolated Price Formula PUAAO00 multiplied by 0.47 = X
 Daily Interpolated Price Formula PUAX00 multiplied by 0.53 = Y
 Weighted average Interpolated Price = X + Y

In the event that the Bill of Lading date occurs when Platts is not published, (e.g. non- working days, holidays etc.) the bidder will use the previous two days Platts posting and the next day Platts posting).

B = Ocean Freight (including Ocean losses and Insurance)
 C = Bidder's Premium (plus or minus (+/-))

For the purposes of this tender the Supplier should assume that the Procuring Entity will provide waivers of all government taxes related to the shipments of HFO (Custom duties and VAT), except for the Common External Tariff (CET) that is applicable to HFO sourced outside of the Caribbean Community and Common Market (CARICOM). CARICOM is the regional grouping of Caribbean countries. For clarity, the country of loading the HFO will determine its status as a member of CARICOM. The CET of twenty percent (20%) may be applied to the bid price in such instances to determine the final evaluated bid price.

Also this undertaking by the Procuring Entity does not include waivers on any profits earned by the Supplier as a result of the supply of HFO which are taxable in Guyana. Bidders are only requested to quote their offer in relation to components B and C of the pricing formula for the quantities set out in the Delivery Schedule:

| Row # | Price Schedule Details | Quantity | US \$ per Barrel |
|-------|---|---------------|------------------|
| 1 | Component B: Ocean Freight | | |
| 2 | Component C: Bidder's Premium | | |
| 3 | Total Ocean Freight and Premium per barrel | Row 1 + Row 2 | \$ |
| 4 | Estimated annual quantity of barrels Lot 1 | 360,000 | |
| 5 | Total Ocean Freight and Premium for 360,000 bbls | Row 3 x Row 4 | \$ |
| | Total Contract Value for 2023 | Row 5 | \$ |

Price Schedule – Both Lots (Lots 1 and 2)

The Procuring Entity intends to have a detailed pricing arrangement for Heavy Fuel Oil delivered. Tenders shall be evaluated using the price formula outlined below. The price P in USD per Imperial barrel shall be calculated for each release as per the following formula:

$P = A + B + C$, where

A = F.O.B price calculated in U.S. dollars per barrel at a temperature of fifty-five degrees Celsius (55°C) or One hundred and thirty-one degrees Fahrenheit (131 °F) based on three days midpoint rate average around the bill of lading date of the vessel which effected the delivery. The applicable index is the interpolated price using the weighted average, computed to three decimal places of the Platts Oilgram report, New York Harbor No. 6: 1% Sulphur Max (Platts Reference PUAAU00), and the New York Harbour USAC HFO No. 6: 3.5% Sulphur Max (Platts Reference Code PUAAAX00). The weighted average will be computed using a ratio 47:53 respectively as shown below:

Daily Interpolated Price Formula PUAAO00 multiplied by 0.47 = X
 Daily Interpolated Price Formula PUAAAX00 multiplied by 0.53 = Y
 Weighted average Interpolated Price = X + Y

In the event that the Bill of Lading date occurs when Platts is not published, (e.g. non- working days, holidays etc.) the bidder will use the previous two days Platts posting and the next day Platts posting).

B = Ocean Freight (including Ocean losses and Insurance)
 C = Bidder's Premium (plus or minus (+/-))

For the purposes of this tender the Supplier should assume that the Procuring Entity will provide waivers of all government taxes related to the shipments of HFO (Custom duties and VAT), except for the Common External Tariff (CET) that is applicable to HFO sourced outside of the Caribbean Community and Common Market (CARICOM). CARICOM is the regional grouping of Caribbean countries. For clarity, the country of loading the HFO will determine its status as a member of CARICOM. The CET of twenty percent (20%) may be applied to the bid price in such instances to determine the final evaluated bid price.

Also this undertaking by the Procuring Entity does not include waivers on any profits earned by the Supplier as a result of the supply of HFO which are taxable in Guyana. Bidders are only requested to quote their offer in relation to components B and C of the pricing formula for the quantities set out in the Delivery Schedule:

| Row # | Price Schedule Details | Quantity | US \$ per Barrel |
|-------|---|---------------|------------------|
| 1 | Component B: Ocean Freight | | |
| 2 | Component C: Bidder's Premium | | |
| 3 | Total Ocean Freight and Premium per barrel | Row 1 + Row 2 | \$ |
| 4 | Estimated annual quantity of barrels Lot 1 & 2 | 720,000 | |
| 5 | Total Ocean Freight and Premium for 720,000 bbls | Row 3 x Row 4 | \$ |
| | Total Contract Value for 2023 | Row 5 | \$ |

Supply & Delivery Contract for Heavy Fuel Oil (HFO)

THIS CONTRACT made the _____ day of _____ 2022

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

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

Signed for and on behalf of

GUYANA POWER & LIGHT INC.

Name: _____

Signature: _____

Title: _____

Date: _____

Signed for and on behalf of

(Name of Company)

Name: _____

Signature: _____

Title: _____

Date: _____

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:
 - () 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:
 - () 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.

(Name of Bank's representative)

(Title) nature and seal)

Dated on « ____ » day of _____ 2022

Address of the Bank issuing guarantee: _____

Bid-Securing Declaration

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

Date: _____ *[insert date (as day, month and year) of Bid Submission]*

IFB No.: _____ *[insert number of bidding process]*

Alternative No.: _____ *[insert identification No if this is a Bid for an alternative]*

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

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the 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 the earlier of (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]*

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 Contractor's default with the Contract, and without cavil or argument, any sum or sums within the above limits, as aforesaid, without your needing to show grounds or reasons of your request or the sum specified therein.

Any modification or addition, or amendment in the terms of Contract which may be made by the Procuring Entity and the Supplier by Additional Agreement shall in no way release us from obligations under the Guarantee, and we waive any notice of modification, addition, or amendment. This guarantee shall be valid until full completion of the Contract Conditions by the Supplier. Also, we confirm that the license issued to the Bank shall provide for activity on issuance of a bank guarantee, and the person signing the guarantee is entitled to act on behalf of the Bank, 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 _____ 2022

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

Dated on _____ day of _____ 2022

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 _____ 2022, 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 will 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 have hereby entrusted to start the supply of the Goods, in accordance with the terms and conditions of a Contract.

Name of agency _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: The Contract

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 _____ 2022. (seal)

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.

Mandatory Technical Qualifications Checklist

| MANDATORY REQUIREMENTS | YES | NO |
|--|------------|-----------|
| QIF 1.1 Legal status of Bidder (<i>attach copy</i>). | | |
| Place of registration: _____ | | |
| Principal kind of business: _____ | | |
| Power of attorney for signing the Bid (<i>attach</i>). | | |
| QIF 1.2 Total volume of Heavy Fuel Oil supplied and delivered in the last three (3) years: The combined quantity of all HFO, LFO, Gasoline or Kerosene Supply and Delivery contracts over the last three years must have totaled at least two million (2,000,000) barrels, each barrel being 34.9723 imperial gallons. Appropriate evidence must be provided to substantiate the information provided which shall include references of customers with which the Bidder had entered into the contracts. | | |
| QIF 1.3 a) A statement confirming that for the HFO to be delivered to GPL that there are no countries or territories in the supply chain that are sanctioned Internationally, and where an applicable embargo is currently in force. The supply chain includes all raw materials and other inputs, distillation, blending and other processing, shipping, etc. b) A list of the countries from where the HFO will be loaded to ship to GPL port facilities. | | |
| QIF 1.4 Copies of financial reports for the last three years (<i>balance sheets, income and expenditure statements, auditors' reports, etc.</i>). <i>List below and attach copies.</i> | | |
| QIF 1.5 Evidence of access to financial resources (<i>cash in hand, lines of credit, overdraft facility etc.</i>). <i>List below and attach copies of supporting documents.</i> | | |
| QIF 1.6 Evidence of compliance with NIS, GRA and VAT Registration for Vatable item/s (Only applicable to local bidders) (<i>attach supporting documents</i>). | | |
| QIF 1.7 Information on all claims, arbitration or other legal proceedings currently being examined or already settled. | | |
| QIF 1.8 Bulk Transportation Carrier and Storage Licence (only applicable to Local Bidders) | | |
| QIF 1.9 Valid certificate of Inspection of the Vessel and International Ship and Port Security (ISPS) Compliance. | | |
| QIF 1.10 Evidence of satisfactory performance of the Bidders capability and adequacy of resources which shall include the following: | | |
| i) Type of Vessel and evidence of ownership including registration information. | | |
| ii. Only vessels with a 'double hull' will be accepted. | | |
| iii. Q88 Certification must be provided | | |
| QIF 1.11 The bidder must show that they have access to other vessels in the event of down time of the Bidder's vessel; these vessels must meet the specifications set out in clause 1.10 above. | | |
| ITB 8.1 BID Security | | |

- Notes**
- i) QIF refers to the Qualification Information Form
 - ii) ITB refers to the Instructions to Bidders
 - iii) **ALL of the above criteria must be met for the Bidder to Qualify for Stage 2 of the Bidding Process – the Price Bid.**

Evaluation Criteria for the Price Bid

1. Evaluation Criteria

The Procuring Entity's evaluation of bidders, who have fulfilled all the mandatory qualification criteria, will take into account the **LOWEST EVALUATED COST** of the Price bids to determine the bidder to whom the contract will be awarded.

NOTES ON EVALUATION

- (a) The Contract would be awarded to the Bidder whose bid is determined to be substantially Responsive to the Bid Document and who has offered the lowest evaluated Bid Price

A penalty of immediate rejection of a bid or termination of contract will be applied upon discovery of misrepresentation of information

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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.