GUYANA POWER AND LIGHT INC
PROJECT MANAGEMENT DEPARTMENT

PROCUREMENT OF WORKS

IFB #GPL-PD-008-2021

HFO FUEL TANK REPAIR
GARDEN OF EDEN

PROJECTS DEPARTMENT

257-259 MIDDLE STREET
SOUTH CUMMINGSBURG
GEORGETOWN
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JANUARY , 2021

Invitation for Bids (IFB)

Guyana

HFO Fuel Tank Repair; Garden of Eden

IFB# GPL-PI-008-2021

Guyana Power &Light Inc.
Major Projects Department

The Guyana Power and Light invites sealed bids from selected bidders for the **HFO Fuel Tank Repair at Garden of Eden, East Bank Demerara**

1. The Projects Department serves as the implementation agency for this project. Bidders may obtain further information from the **Mechanical Engineer, Major Projects Department, Guyana Power & Light Inc. @ 257/259 Middle Street, Cummingsburg, Georgetown, Tel. 623-8163 or 227-7929, jreddi@gplinc.com**

2. A complete set of bidding documents in English is attached to this invitation

3. A bid Security of 3% of the tendered amount must be submitted along with the bid.

4. Bids must be placed in sealed envelopes and addressed to: **The Secretary, Tender Board, Guyana Power & Light Inc., 91 Duke Street, Kingston, Georgetown** and deposited in the Tender Box before **10:00 hours on Thursday 11th February, 2021**, and marked on the top right hand corner of the envelope "**Bid for HFO Fuel Tank Repair, Garden of Eden, East Bank Demerara.**

5. Late Bids will be rejected and returned to bidders unopened. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at **10:00 hours** on the closing date in **GPL'S Board Room, 91 Duke Street, Kingston**. All Bids must be accompanied by **valid GRA and NIS Compliance Certificates.**

6. **A mandatory Pre bid Meeting will be held at the Project Site on Thursday February 4th, 2021at 10:00 hrs.**

7. The Guyana Power & Light Inc. is not obligated to accept the lowest or any bid.

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INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of works and Source of Funds

1.1. The tank to be repaired is fixed roof tank used for storing HFO. It is located at GPL Power Generation Plant at Garden of Eden, East Bank Demerara.

1.2. The tank has the following dimensions: Diameter 13.7 m, Height 13.7 m. The tank is out of service presently and is used to store Heavy Fuel Oil tank with overall capacity of 1979 cubic meter.

1.3. The objective of the work is to carry out inspection, corrosion repairs, any arising modifications, repainting, installation of suction heater, construction of circumferential stairs and platforms, construction of pipeline and stanchions, and deliver the tank back with all work duly completed and inspected herein referred to as out of service maintenance.

1.4. The out of service maintenance shall be carried out based on guidelines in the latest editions of applicable standards but not limited to: -

a) API 650 – Welded steel tanks for oil storage
b) API 653 – Tank inspection, Repair, alteration and reconstruction
c) API 579 – Fitness for service
d) API 2016 RP Guidelines for entering and cleaning petroleum storage tanks
e) Section IX of ASME
f) ASME B31.1 Power Piping

1.5. The Procuring entity is (identified in the Bid Data Sheet and hereinafter referred to as "the Employer") for the execution of the Works described in the Bid Data Sheet and will use therefore funds indicated in the Bid Data Sheet.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all contractors from any country, exclusive of those prohibited by the legislation of Guyana or by another international agreement the participant of which is Guyana.

2.2 A bidder may be an individual or legal entity, or a combination of any abovementioned forms with a formal intent to enter into an agreement or to operate under an existing agreement in the form of a Partnership.

2.3 Government and municipal enterprises may only participate if they are legally and financially autonomous, and if they are legally eligible to carry on business.

2.4 Bidders should not have a conflict of interests, should not be associated (nor have been associated in the past), directly or indirectly, with any firm or any of its affiliates that has been engaged by the Employer to provide consulting services at preparation stage of the bidding documents, technical specifications, project and other documents to be used for procurement of works in accordance with this Invitation for Bids or being proposed as Engineer under this Contract.

2.5 A Bidder or any affiliate that has been engaged by the Employer to perform consulting services at preparation stage of the bidding and other documents shall not be entitled to participate in bidding, and if conflict of interests is found, bidder' bid shall be rejected.

2.6 Bidders should provide information on legal status, place of registration and principal type of business; a license to execute the works specifying identification number and validity period, and a written power of attorney of the signatory of the bid to assume obligations on behalf of the Bidder;

2.7 The bidder should not have more than one improperly performed procurement contract within the past two years preceding the commencement of the present procurement proceeding.

2.8 The bidder should not be insolvent, bankrupt, their property should not be controlled by judicial authority, their cases should not be commanded by court or by the person appointed by court, their commercial activities should not be suspended, and they should not be a subject of such judicial proceedings;

2.9 The bidder should fulfill the tax and social insurance fund liabilities in Guyana;

2.10 Bidders, and their management personnel within three years preceding the commencement of procurement proceedings should not be associated with giving false information or a misrepresentation as to their qualification information for the purposes of entering into a procurement contract;

2.11 Bidders should provide information on the total annual volume of construction works executed for each of the last two years;

2.12 Bidders should provide information on major items of construction equipment proposed to carry out the Contract;

2.13 Bidders should provide information on the qualifications and experience of key management and technical personnel proposed for the Contract;

3. Qualifications of Bidders

3.1 Information on bidders' qualifications is to be included in Annex No. 9 "Qualification Information" to be incorporated in the bid.

3.2 A bid submitted by a partnership or syndicate consisting of two or more firm-partners should comply with the following requirements:

(a) The bid shall include all the above-listed information for each partnership or syndicate partner;

(b) the bid shall be made up and signed so as to be legally binding on all partners;

(c) one of the partners shall be nominated as being in charge, and his authorities should be confirmed by authorization to be signed by the authorized signatories of all partners;

(d) the bid should incorporate a formal agreement of partnership (or a letter of intent to establish one) which specifies, inter alia, that all partners shall be liable jointly and severally for execution of the Contract, and that the partner in charge shall be entitled to incur liabilities and receive instructions for and on behalf of any and all partners, and all operations on the execution of the Contract, including payment shall be done exclusively by the partner in charge.

To qualify for award of the Contract, bidders should meet the following minimum qualifying criteria, and provide the following information and documents with their bids:

a) Experience in executing similar work in the past with the volume of construction for the last three years should not be less than $ 30,000,000
b) To own or to have the possibility to lease, hire, etc the essential construction equipment listed in the Qualification Information Form, Managers and line employees with experience in executing works of a similar nature and size for not less than 5 (five) years.

4. One Bid per Bidder

Each Bidder shall submit only one Bid, either individually or as a partner in a partnership or syndicate. All bids involving the Bidder who submits or participates in more than one Bid (exclusive of subcontractors, or permitted or required alternatives) shall be rejected from participation in bidding.

5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Employer shall not be responsible or liable for those costs.

6. Site Visit

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

B. List of documents included in the bidding documents

7. Content of Bidding Documents

7.1. The set of bidding documents includes the following:

(a) Instructions to Bidders (ITB);
(b) Bid Data Sheet (BDS);
(c) General Conditions of Contract (GCC);
(d) Special Conditions of Contract (SCC);
(e) Form of Bid;

(f) Qualification Information;
(g) Drawings;
(h) Bill of Quantities;
(i) Technical Specifications;
(j) Form of Contract;
(k) Form of Bid Security;
(l) Form of Performance Security;
(m) Form of Bank Guarantee for Advance Payment;
(n) Form of Power of Attorney for signing the bid.

7.2 The Bidder shall examine all instructions, forms, conditions and technical specifications incorporated in the bidding documents. Failure to provide all information required in the bidding documents, or submission of a non-responsive bid may result in rejection of his bid.

8. Clarification of Bidding Documents

8.1 The Bidder requiring any clarification of the bidding documents may address the Employer at the address *indicated in the Bid Data Sheet* in writing by fax or electronic messaging. The Purchaser will respond in writing to any request for clarification of the bidding documents to be received not later than 7 (seven) days prior to the deadline for submission of bids. Copies of response, including an explanation of matter's substance, but without identifying its source, will be forwarded by the Employer in writing to bidders who received the bidding documents within 3 (three) working days.

8.2 The Pre-bid conference will be conducted according to decision of the Purchaser and, if so, at the time, date and address indicated in the *Bid Data Sheet*. Before the conference Bidders may address the Employer with questions for the conference, and at the conference may ask any question and receive answer to the questions submitted regarding the bidding documents. All information obtained at pre-bid conference, requests of potential bidders related to clarification of the bidding documents, and responses to them shall be recorded by the Employer, and by the results of conference, a record is made and promptly communicated to all Bidders who received the bidding documents in order to enable bidders to take them into account when preparing their bids.

9. Amendment of Bidding Documents

9.1 In special circumstances, at any time before expiry of the deadline for submission of bids, the Employer, for any reason, whether at its own initiative or in response to request for clarification forwarded by the Bidder, may modify the bidding documents by issuing addenda to it. Any addenda issued shall be a part of the bidding documents, and should be sent to all bidders who received the bidding documents from the Employer, which may be done by using fax or electronic message. Bidders should confirm the receipt of each addendum in writing or by fax or electronic message, and these addenda shall be binding.

9.2 In order to give Bidders enough time to take into account the amendments introduced while preparing their bids, the Purchaser, at his discretion, may extend the deadline for submission of bids.

9.3 The Employer at any time before expiry of the deadline for submission of bids may vary the qualities by a 20 percent increase or decrease

B. Preparation of Bid

10. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents related to this Bid that is exchanged by the Bidder and the Purchaser, should be written in the language *specified in the Bid Data Sheet*.

11. Documents Included in the Bid

The Bid prepared by the Bidder should include the following documents:

(a) filled in Form of Bid;

(b) qualification information and documents confirming that Bidder has a sufficient qualification required for the execution of the Contract in case if his bid accepted;

(c) priced Bill of Quantities and priced list of consumable materials;

(d) Bid Security provided in accordance with ITB Clause 15;

(e) General Conditions of Contract and Special Conditions of Contract (signed by Bidder page-by-page);

(f) Technical Specifications used for the execution of the Works;

(g) Alternative offers (at the Purchaser's request);

(h) other documents to be filled in by bidders in accordance with the requirements indicated in *the Bid Data Sheet*;

(i) Power of attorney for signing the Bid.

12. Bid Price

12.1 The Contract is applicable to the whole amount of Works listed in priced Bill of Quantities and list of priced consumable material price presented by the Bidder in its bid.

12.2 The Bidder shall indicate the rates and prices for all kinds of works included in the Bill of Quantities, drawings and specifications. The kinds of works for which no rate and price is entered by the Bidder will not be paid for when executed, and it is considered that they are included in the rates and prices for other kinds of works.

12.3 When determining the bid price, the Bidder shall take into account the total value of labor, materials, plant, instruments, water, heat, electric power, transportation, machinery and equipment, and other services which are required during and for completion of the construction works.

12.4 All duties, taxes, and other levies payable by the Contractor under the current legislation of Guyana should be included in the bid price.

13. Bid Currency

The Bidder shall submit all documents on mutual settlements, and shall indicate the bid price in Guyana Dollars.

14. Period of Validity of Bids

14.1 Bids shall be valid during the number of days indicated in *the Bid Data Sheet* after the date of bid opening. The bid with shorter validity period should be rejected by the Employer as non-responsive to the bidding documents.

14.2 In exceptional circumstances, the Employer may request bidders to extend the period of validity of their bids for a certain period. Such requests and responses to them shall be made in writing, and may be sent by fax, telex or electronic mail. A Bidder may refuse the request on extension of the period of validity of his bid, without forfeiting the return of security. A Bidder agreeing to the request will not be required nor permitted to modify the bid, but will be required to extend the validity of bid security for a period of not less than 2 (two) weeks after the expiry of the extended period of bid validity.

15. Bid Security

15.1 The Bidder should provide, as part of his bid, the bid security (not more than two percent of bid price) in the amount and form specified in *the Bid Data Sheet* with a validity period of not less than 2 weeks after the expiry of a period of bid validity.

15.2 The Bid security should be expressed in the bid currency, or in another freely convertible currency, and shall be a bank guarantee issued by the bank located in Guyana or by local correspondent bank in case when the security is issued by the foreign bank, or in any other form permitted by the Bid Data Sheet, such as debenture bond, cash, shares accepted for public transactions, certificates of deposit to bearer or promissory notes.

15.3 All bids not having a security shall be rejected by the Employer as non-responsive to the bidding documents.

15.4 The bid security shall be returned to unsuccessful Bidders as soon as possible but not later than fifteen (15) days upon the expiry of bid validity period, or after furnishing the performance security by successful bidder.

15.5 The successful Bidder shall receive the bid security after the signing of Contract pursuant to ITB Clause 34, and after furnishing the performance security (in the case when required).

15.6 The Bid security may be forfeited:

(a) if the Bidder:

(1) withdraws his bid after the opening during the period of bid validity specified in his bid;
(2) does not agree with the correction of arithmetical errors in his bid.

(b) in case of the Contract award to Bidder, if this Bidder fails:

(1) to sign the Contract on the terms and conditions specified in his bid, in accordance with ITB Clause 31**,** or

(2) to furnish the Performance Security, in accordance with ITB Clause 32.

16. Alternative offers at the request of the Purchaser

16.1 The Purchaser may request in the Bidding Documents for bid submission taking into account alternative conditions. In this case all requirements of the bidding documents are applied to alternative offers to that extent as well as to basic offers. The alternative offers shall not be considered, unless allowed or required in the bidding documents.

16.2 If so allowed by *the Bid Data Sheet*, the bidders wishing to submit the bids, taking into account the alternative conditions must also submit the bids that comply with the requirements of the bidding documents, including the basic technical features as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidders shall provide all information necessary for a complete evaluation of the alternative conditions by the Purchaser, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

16.3 Only the alternatives of Bidder who submitted the lowest evaluated Bid in accordance with the basic requirements of the bidding documents shall be considered by the Purchaser.

16.4 The Bidder, in his Bid, shall indicate the basic price of works to be executed, in accordance with the requirements of the bidding documents, and individually the price of works to be executed using the alternative offer.

17. Format and Signing of Bid

17.1 The Bidder should prepare 1 (one) original and 2 (two) copies of the bid clearly marking each as "**ORIGINAL OF THE BID**" and "**COPY OF THE BID**" accordingly. In the case of discrepancies between them, the original shall prevail.

17.2 The original and all copies of the bid shall be typed or written in indelible ink, and shall be signed by the Bidder or by a person (persons) having all authorities to sign the bid and obligations under the Contract. Permission to sign the bid should be specified in the power of attorney to be provided with the bid. All pages of the bid where new information, change or erasure inserted should be initialed (signed) by the person or persons signing the bid.

17.3 The bid shall contain no interlineations, erasures or overwriting, exclusive of the cases when the Bidder needs to correct errors which should be initialed by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Envelopes with Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Employer at the address specified in the Invitation for Bids;

(b) bear the Invitation for Bids (IFB) name and number, and the words **"DO NOT OPEN BEFORE"** (insert the time and date of bid opening) specified in *the Bid Data Sheet*);

(c) Name and address of the Bidder

18.3 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Employer will assume no responsibility for the bid's misplacement or premature opening.

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

19. Deadline for Submission of Bids

19.1 Bids must be received by the Employer at the address and on the dates specified in *the Bid Data Sheet.*

19.2 The Employer may, at his discretion, postpone the deadline for submission of bids for later period by modifying the bidding documents, and in this case the validity period of all rights and obligations of the Employer and the Bidders shall be extended subject to the changed deadline date.

20. Late Bids

All bids received by the Purchaser after the deadline for submission of bids specified by the Employer shall be rejected and returned to Bidder unopened.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw his bid after the bid submission, provided that the Employer will receive a written notice of modification or withdrawal of the bid before the expiry of determined deadline for submission of bids, duly signed by an authorized representative, and accompanied by a copy of the authorization.

21.2 The Bidder's modification or withdrawal notice should be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 18. In this case the outer and inner envelopes shall be additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate. A withdrawal notice may also be sent as a telegram by telex or fax with a subsequent written confirmation though post-office not later than the deadline for submission of bids.

21.3 No changes should be added in the bids after the expiry of the period determined for bid submission.

21.4 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity indicated by the Bidder on the Bid Form. Withdrawal of the bid during this interval may result in the Bidder's forfeiture of his bid security, in accordance with ITB Clause 15.6.

E. Opening and Evaluation of Bids

22. Opening of Bids by Employer

22.1 The Employer will open all bids in the presence of bidders' representatives who wish to attend it at the time, on the date, and at the address specified in *the Bid Data Sheet***.** The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The envelopes marked as "**WITHDRAWAL**" and "**MODIFICATION**" will be opened first and read out. In this case the bids for which a withdrawal notice has been sent in accordance with Clause 21, the envelopes shall be returned to Bidders unopened.

22.3 The bidders' names, the Bid prices, including alternatives (if alternatives permitted), price reduction specified in the Bidder's bid, information on the presence or absence of required Bid Security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid may be rejected in the bid opening, exclusive of the late bids which should return to Bidder unopened.

22.4 Bids (and modifications sent pursuant to ITB Clause 21.2) that have not been opened and read out at the opening shall not be accepted for further evaluation, irrespective of circumstance.

22.5 The Employer shall maintain the minutes of Bid opening where information to be disclosed to those who are present and to be promptly sent to the Authorized State Procurement Body is included.

23. Confidentiality Observance and Contacting the Purchaser

23.1 Information relating to the examination, evaluation and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to other persons interested in this process until information on award of the Contract will be given to all Bidders.

23.2 No Bidder shall contact the Employer on any matter related to his bid from the date of bid opening and until the date of contract award, exclusive of requests for clarification of the bid.

23.3 Any effort on the part of any Bidder to influence the Employer's decision on the bid evaluation, bid comparison, or the Contract award may result in the rejection of this Bidder's Bid.

24. Clarification of Bids

During the bid evaluation, the Employer may, at his discretion, request the Bidder to give clarifications on his Bid. The request for clarification and the response should be given in writing, and in this case no change in the price or substance of the bid shall be sought, offered, or permitted, exclusive of the cases when required to correct arithmetical errors discovered by the Employer during the evaluation of bids in accordance with ITB Clause 26.

25. Preliminary examination of Bids

25.1 Prior to the detailed evaluation of bids, the Employer will examine the bids in order to determine whether they meet the eligibility criteria; whether there is a bid security,

whether the documents have been properly signed; whether they are substantially responsive to the requirements of the bidding documents.

25.2 A substantially responsive bid is one which satisfies all the above provisions without a material deviation, reservation or omission. A material deviation reservation or omission is one:

(a) which affects in any substantial way the scope, quality, or performance of the Works;
(b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or
(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

They concern, for example, such important provisions as the bid security, bidders' qualification information, and effect on the scope, quality, or performance of the works, taxes and insurance payments are deemed a material deviation. Determination by the Employer of each bid's degree of responsiveness to those requirements should be based on the content of the bid itself without reference to any additional sources.

25.3 The Employer may waive any minor nonconformity, small mistake or inaccuracy in the bid which are not a material deviation from the requirements of the bidding documents, and such non-conformity or inaccuracy shall not influence on evaluation of the bid. When the minor omissions do affect the evaluation of the bid (e.g., costs to the Employer, or other aspects of the required performance), the minor deviations should be quantified in monetary terms, with corresponding adjustments to the bid price (only for the purposes of comparing bids)

25.4 If the bid is not substantially responsive to the qualification requirements, it shall be rejected by the Employer, and may not be subsequently accepted as responsive after inclusion of appropriate corrections made by the Bidder.

26. Correction of Arithmetical Errors in Bids

26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

(a) when there is a discrepancy between the value expressed in figures and words, the value in words will govern; and
(b) when there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate will govern, unless in the opinion of the Employer, there is a obviously gross misplacement of the decimal fraction, in this case the total will govern and the unit rate will be corrected.

26.2 The value indicated in the bid, by the Bidder's consent, will be adjusted by the Employer in accordance with the above-stated rules of correction of errors, and is deemed mandatory to the Bidder. If the Bidder does not accept the corrected bid price, the Bid shall be rejected, and the bid security may be forfeited in accordance with Clause 15.6**27.**

Evaluation and Comparison of Bids

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive to the requirements of the bidding documents in accordance with Clause 25.

27.2 When evaluating the bids, the Employer will determine for each Bid, the Evaluated Bid Price by adjusting the Bid Price as follows:

(a) Correction of arithmetical errors pursuant to Clause 26;

(b) Exclusion of provisional sums and costs for contingencies pursuant to the Bill of Quantities;

27.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result unsolicited benefits for the Employer will not be taken into account in bid evaluation.

F. Award of Contract

28. Award Criteria

Exclusive of the cases provided for in Clause 29, the Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents, and who scores the highest Evaluated points, provided that this Bidder has been determined to be (a) eligible in accordance with Clause 2 and (b) met with qualification requirements in accordance with Clause 3.

29. Employer's Right to accept any Bid and Reject any or All Bids

29.1 The Employer reserves the right to accept or reject any or all bids, and to annul the bidding process at any time prior to the award of Contract, without thereby incurring any liabilities to bidders.

29.2 In case when the bidding process annulled, the Employer should, during 3 working days, send to all Bidders a notification indicating the reasons which served as a ground for the annulment, without giving evidences of that ground.

30. Notification of Award

30.1 Within 3 days after the conducted selection of the successful Bidder, and before the expiry of the period of bid validity, the Employer will notify the successful Bidder by telex, fax or email confirming by registered letter that his bid has been determined to be successful. This letter (hereinafter and in «*the General Conditions of Contract*» called «the Letter of Acceptance») should refer to the sum that the Employer shall pay to the Contractor for execution of the Works in accordance with the Contract (hereinafter and in the Contract called «the Contract Price»).

30.2 The notification of award shall be equivalent to entering into a Contract, subject to the Bidder providing the performance security pursuant to Clause 32 and will sign the Contract

pursuant to Clause 31.

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

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

31. Signing of Contract

32.1 At the same time with notification of award, the Employer will send to the successful Bidder, the Form of Contract contained in the Bidding documents.

31.2 During seven (14) days of the receipt of a written Notice of acceptance and the Form of Contract, the successful Bidder should sign and date the Contract, and return it to the Employer.

32. Performance Security

32.1 Together with the signed Contract, the successful Bidder will send to the Employer, the Performance Security in the amount indicated in *the Bid Data Sheet*.

32.2 If the successful Bidder fails to provide the performance security, or during 14 (Fourteen) days does not return the Contract signed, then the Employer shall reject the bid and confiscate the bid security, in that case the Employer shall award the Contract to the next evaluated Bidder, . whose bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily, subject to the Employer's right to reject all bids in accordance with Clause 29, and the applicable Law and Regulations.

33. Corrupt and Fraudulent Practices

33.1 The Employer requires that the Bidders observe the highest standards of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Employer:

(a) for the purposes of provisions of this Clause, uses the following notions:

I. "corrupt practice" - means the offering, giving, the agreement requesting for remuneration in any form, or services rendering in order to influence the action of a public official in the procurement process or in contract execution; and

II. "fraudulent practice" - means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, including collusive practices among Bidders (prior to or after bid submission), to establish bid prices at artificial non-competitive level, and deprive the Employer of the benefits of free and open competition;

III. "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, noncompetitive levels; and

IV. "coercive practice" means harming or threatening to harm (directly or indirectly), persons or their property to influence their participation in the procurement process or the execution of a contract;

(b) will reject the bid if it determines that the Bidder recommended for award of the Contract has engaged in corrupt, fraudulent, collusive or coercive practices during the bidding process or execution of a contract;

(c) will declare the Contractor for indefinite, or for a specified period of time to be ineligible to participate in the state-financed biddings in accordance with a Regulation on the establishment of Database of unreliable (unfair) suppliers and its application procedures.

34. Penalties

A penalty for slow or non-performance will be imposed as per the rate prescribed for Liquidated Damages. Slow or non-performance will be assessed against the project's approved work programme and will commence from the first quarter of the project life.
(Note: This means that after 10 % of the contract sum is deducted for penalties, the Procuring Entity has the right to cancel the contract and demand all forms of damages).

Bid Data Sheet (BDS)

Below given the specific data on procurement of the works shall complement, supplement or amend the provisions of the Instructions to Bidders (ITB). Whenever there is a conflict between the provisions herein and the Instructions to Bidders, the former shall prevail.

Item №	A. General
ITB 1.1	The Employer is**: Guyana Power & Light Incorporated** Identification Number **GPL-PI-008-2021** The works are**: HFO Fuel Tank Repair, Garden of Eden, East Bank Demerara.** The scope of works includes but is not limited to the replacement of roof plates, inspection of shell and bottom plates weld, rectification of defective welds, replacement of stairs and rails, installation of suction heater, inspection of valves and the application of protective coating to the roof, shell and inside surface of the bottom plate. The source of financing is**: The Guyana Power & Light Inc.**
ITB 1.2	The Name of the Project is: **HFO Fuel Tank Repair at Garden of Eden, East Bank Demerara.** The Intended Completion Date is **Ten (10) weeks after Award of Contract**. The Defects Liability Period is **Six (6) months after completion.**
ITB 3.3	To qualify for award of the Contract, bidders should meet the following minimum qualifying criteria, and provide the following information and documents with their bids: c) Experience in executing similar work in the past with the volume of construction for the last three years should not be less than $ 20,000,000 d) To own or to have the possibility to lease, hire, etc the essential construction equipment listed in the Qualification Information form e) Managers and line employees with experience in executing works of a similar nature and size for not less than 5 (five) years.
	B. Bidding Documents
ITB 7.1	For **<u>clarification purposes</u>** only, the Employer's address is: Attention: Mechanical Engineer Address: 257-259 Middle Street, Cummingsburg, Georgetown, Guyana

	Telephone : 225-7929/227-4482 or 623-8163 Email : jreddi@gplinc.com
ITB 8.2	A Pre bid meeting will be held at the Project Site on Thursday, February 4th, 2021 at 10:00 hrs.
	C – Preparation of Bid
ITB 10.1	The language of Bid **is English**
ITB 13	The Bid Currency shall be in **Guyana Dollars**
ITB 14.1	The period of Bid Validity is **160 days**.
ITB 15.1	The amount and form of Bid Security is – **3% of the Tendered Sum in Guyana Dollars**
ITB 16.2	Alternative bids will not be accepted for evaluation**.**
ITB 17.1	Number of Copies of the Bid to be completed and returned are; **One(1) original and one(1) copy**
	D – Submission of Bids
ITB 18.3	Certificates of compliances from **NIS, GRA and VAT Registration**
ITB 19.1	**Deadline for Submission of Bids:** Sealed Bids must be delivered to **The Secretary to the Tender Board , Guyana Power & Light, 91 Duke Street, Kingston, Georgetown on or before 10:00hrs on Thursday 11th February, 2021**
	E – Opening and Evaluation of Bids
ITB 22	Bid opening is scheduled for **10:00hrs on Thursday 11th February, 2021 in GPL'S Board Room, 91 Duke Street, Kingston** in the presence of bidders/representatives who may choose to attend in person
ITB 27	**Sub clause 25.1, 27.1 and 27.2 applies.** See Page 12-14 - **Evaluation Criteria**
	F – Award of Contract
ITB 32.1	The amount of Performance Security shall be **10% of Bid Price,** and in the form of a **Bank Guarantee, Manager's Cheque or Insurance.**

General Conditions of Contract (GCC)

A. General provisions

1. Definitions

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

"Bill of Quantities" means the completed priced items of works and priced consumable materials which are the part of the Bid.

"The **Completion Date"** means the date of completion of the Works accepted by the Working Committee pursuant to Certificate of Commissioning, or in case of repair works, the final Certificate of Performed Works of the Contractor approved by the Engineer.

"Contract" means the Contract achieved between the Purchaser and the Contractor, and fixed as the form of Contract signed by the parties with all annexes and addenda to the Contract for the execution and completion of the Works.

"Contractor" means an individual or legal entity, or a partnership, whose Bid for the execution of the Works is accepted by the Purchaser.

"Contractor's Bid" means the completed bidding documents submitted by the Contractor to the Purchaser.

"Contract Price" means the amount to be paid to the Contractor under the Contract for the entire and duly performance of his contractual obligations.

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

"A **Defect"** means any part of the Works executed breaching terms of the Contract.

"The **Acceptance Report of Corrected Defects"** means the acceptance report drafted jointly by the Engineer and the Contractor after correction of defects by the Contractor.

"The **Defects Correction Period"** means the period to correct imperfections and defects indicated in the Special Conditions of Contract, and calculated from the Completion Date.

"Drawings" include all calculations, schemes, plans and other information provided, or approved by the Authorized Body for the execution of the Contract.

«**Compensation Events**» means the event defined in Clause 41 of the General Conditions of Contract.

"Employer" means the party, as defined in the SCC, which employs the Contractor to execute the Works.

"Machinery and equipment" mean all the Contractor's machinery, equipment and vehicles to be brought temporarily to the Site for the execution of the Works.

"The Initial Contract Price" means the Contract Price indicated by the Employer in the Letter of Acceptance.

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

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

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

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

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

"Technical Specification" means the technical specifications of the Works included in the Contract, and any modifications of, or addenda to these specifications approved by the Employer.

"The **Start Date"** means the latest date, as given in the SCC, when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

"A **Subcontractor"** means an individual or legal entity, entering into a Contract with the Contractor to execute the part of the Works under the Contract, including the work of the Site.

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

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

"The **Works"** means that the Contractor should construct, install, and hand over to the Purchaser under the Contract the execution of quantity of the Works, or completion of the Works, as defined in the SCC.

2. Contract Documents

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

(a) Contract,

(b) Letter of Acceptance,

(c) Contractor's Bid,

(d) Special Conditions of Contract,

(e) General Conditions of Contract,

(f) Technical Specifications,

(g) Drawings,

(h) priced Bill of Quantities, and priced Consumable Materials ; and,

(i) any other documents listed in *the Special Conditions of Contract* to be as a constituent part of the Contract.

3. Language and Law

3.1 The language of the Contract and the applicable laws governing the Contract are stated in *the Special Conditions of the Contract*.

4. Engineer

4.1 Except where otherwise specifically stated, the Engineer will decide contractual relationships between the Employer and the Contractor, representing the Employer.

5. Official communication between the Employer and the Contractor

5.1 Official communication between the parties under the implementation of the Contract conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

6. Entering into subcontract

6.1 The Contractor may enter into subcontracts with the approval of the Engineer, but may not assign the Contract without the approval of the Employer in writing. In case of entering into more than one Contract with subcontractors, the Contractor shall co-ordinate the activities of those subcontractors. Presence of subcontractors shall not alter the Contractor's liability for performance of the contract.

7. Personnel

7.1 The Contractor shall employ the personnel for key positions in order to perform the functions specified in the «Qualification Information». The Engineer shall approve any proposed replacement of the key personnel only if their relevant qualifications and skills are the same or better than those of the personnel listed in the Qualification Information».

7.2 If for any reason the Engineer asks the Contractor to remove the person who is a staff member or employee of the Contractor or subcontractor, the Contractor should ensure that this person leaves the Site within three days, and no longer be engaged in the work under this Contract.

8. Employer's and Contractor's Risks

8.1 The Employer and the Contractor carry the risks which are the Employer's risks or the Contractor's risks under this Contract.

9. Employer's Risks

9.1 From the Start Date and until the Completion Date, or until the defects have been fully corrected, the following risks will be the Employer's risks:

(a) The risk of personal injury, or, death, or loss of or damage to property (exclusive of the Works, Plant, Materials, Machinery and Equipment) in consequence of:

(i) using or occupying the Site by the Purchaser for the execution of the Works, or for other purposes which may be an unavoidable result of the Works or

(ii) negligence, improper fulfillment of official duties, or violation of legal rights of the Contractor by the Purchaser, or by any person employed by him, or under the Contract, exclusive of the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Machinery and Equipment to the extent that is due to a fault of the Employer, or in the Employer's design defect, or due to war or radioactive contamination directly affecting the country where the works are to be executed.

9.2 From the Completion Date and until the defects have been fully corrected, the risk of loss of or damage to the Works, Plant and Materials is the Employer's risk, exclusive of the cases when loss or damage caused by:

(a) the defect which existed on the Completion Date;

(b) the event which occurred before the Completion Date and which is related to the Employer's risks, or

(c) the activities of the Contractor on the Site after the Completion Date.

10. Contractor's Risks

10.1 From the Start Date and until the defects have been corrected, the risk of personal injury, death, and loss of or damage to property (including the Works, Plant, Materials, Machinery and Equipment) which are not the Purchaser's risks are the Contractor's risks.

11. Contractor to Execute the Works

11.1 The Contractor shall construct and install the Plant in accordance with the Specifications, Drawings, Bill of Quantities and/or pursuant to the Defects Report.

12. The Works to Be Completed by the Expected Period of Completion

12.1 The Contractor may begin the execution of construction Works from the Start Date, and he should execute the Works in accordance with the Work Execution Schedule submitted by the Contractor and approved by the Engineer, and the Contractor must complete the construction Works by the Expected Period of Completion.

13. Construction of Temporary Structures

13.1 The Contractor shall submit to the Engineer the specifications and drawings indicating the expected construction of Temporary structures to be approved by the Engineer, provided that they comply with the Specifications and drawings.

13.2 The Contractor should, when required, co-ordinate the project of Temporary structures with the third party.

14. Accident Prevention

14.1 The Contractor shall be fully responsible for the safety of all activities on the Site.

15. Discoveries

15.1 Anything of historical or other interest or of significant value discovered on the Site shall be the property of the Employer. The Contractor should notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

16 Investigation and Use of Site

16.1 During the execution of the Works, the Contractor shall rely on the Site Investigation Reports, and may visit and investigate the Project Site. All information obtained by the Contractor during the Site visit, shall be used for the execution of the Works.

16.2 The Employer shall give the Contractor the right for using the whole Site which is allotted for project construction. If the right for using any part of the Site is not given by the date indicated in *the Special Conditions of Contract*, the Employer will be deemed to have delayed the start of the certain kinds of project works, in this case the Purchaser should extend the construction period for the period of transferring the Site.

17. Access to the Site

17.1 The Contractor shall allow the Engineer and any other person authorized by the Engineer, access to the Site or to any other place where work is being carried out or is expected to be carried out according to the Contract.

18. Orders and instructions

18.1 The Engineer, within his authority, may take a decision; give orders and instructions to be binding upon the Contractor.

18.2 If the Contractor assumes that decision taken by the Engineer exceeds the authority presented by the Engineer under the Contract, or decision was taken wrong, it shall be dealt with under clause 19.

19.0 Dispute or disagreement arising between the Employer and the Contractor shall be settled in accordance with the Laws of Guyana.

19.1 Notwithstanding any references to trial herein, the parties shall continue to perform their obligations under the Contract, unless otherwise agreed.

B. Time Control

20. Work Execution Schedule

20.1 Within the time period specified in *the Special Conditions of Contract*, the Contractor shall submit to the Employer for approval the Work Execution Schedule where general methods of arrangement, procedure and period of execution of works on the Project construction are stated.

20.2 The Contractor shall submit, within the time periods specified in *the Special Conditions of Contract* to the Engineer for approval, the updated version of the Work Execution Schedule, taking into account the actual progress of performed works, and its impact on the time period of remaining works, including available changes in the sequence of execution of the works.

20.3 If the Contractor does not submit the updated Work Execution Schedule during the indicated period, the Engineer may retain the amount specified in *the Special Conditions of Contract* from the next Certificate of Performed Works, and continue to retain that amount until the delayed Work Execution Schedule is provided.

20.4 The Engineer's approval of the Work Execution Schedule shall not alter the Contractor's obligations. The Contractor may revise the Work Execution Schedule, and submit it to the Engineer again at any time. The revised Work Execution Schedule should demonstrate the effect of Modifications and Compensation Events.

21. Delays Ordered by the Engineer

21.1 The Engineer has a right to give order to the Contractor to suspend the start or progress of execution of the works on the Project construction.

22. Early Warning

22.1 The Contractor shall inform the Engineer as soon as possible of likely specific events, or circumstances that may negatively affect the quality of the works, increase the Contract Price or delay the execution of the Works on the Project construction. The Engineer may require the Contractor to assess the expected impact of the future event or circumstance on the Contract Price and Completion Date. The Contractor should provide such assessment within a short time.

22.2 The Contractor shall assist the Employer in preparing and analyzing proposals regarding for that how to the consequence of such an event or circumstance can be avoided or reduced by anyone involved in the work, and in carrying out any instruction of the Engineer resulting from those proposals.

C. Quality Control

23. Identifying Defects

23.1 The Engineer shall check the works of the Contractor and notify the Contractor of the defects found. Such checking shall not involve the change in the Contractor's responsibilities. The Engineer is entitled to require the Contractor to search for a defect, and to uncover and check the results of works that the Engineer considers may have a Defect.

23.2 The "**Defects Liability Period**" for the work is **10 months** from the date of taking over possession or such other period as may be specified in the Bid Data Sheet.

24. Tests

24.1 If the Engineer instructs the Contractor to carry out tests not provided for in the specifications to check whether the performed work has a defect, and if as a result the test shows that it does, the Contractor shall pay for the test. If there is no defect, the payment for the test shall be done by the Purchaser and it shall be a Compensation Event.

25. Correction of Defects

25.1 The Engineer should notify the Contractor in writing of any defect before completion of the Defects Correction Period, which begins at Completion Date, and its duration is determined in *the Special Conditions of Contract*.

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

26 Uncorrected Defects

26.1 In case if the Contractor has not corrected the Defect within the time period specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor should pay those costs.

D. Cost Control

27. Bill of Quantities

27.1 The Bill of Quantities includes the priced kinds of works and value of consumable material for the construction, installation, testing and commissioning of the Works to be executed by the Contractor.

27.2 The Bill of Quantities in the bid is used for calculation and payment for the Contract Price. The Contractor shall receive the payment for the executed amount of works at the rate and price, and value of consumable materials indicated in the Bill of Quantities for each kind of work.

28. Changes in Quantities

28.1 In exceptional circumstances, the Employer, as may be industrially required, may change quantity of any works, or individual kinds of works.

28.2 At the request of the Employer, the Contractor within 7(seven) days of receipt of request should provide the Employer with a detailed breakdown of prices of change in the quantities indicating the rates for kinds of works and value of consumable material. The Employer shall evaluate those rates and value of consumable material in comparison with the Bill of Quantities provided by the Contractor with his Bid.

28.3 In case if during the comparison, the rate and value of consumable material will correspond with the rate and value of consumable material given in the Bill of Quantities, the Employer shall issue the Contractor a "Work order" for the execution of changed quantities.

28.4 If the rate and value of consumable material shall not correspond with the rate and value given in the Bill of Quantities, or if in the Employer's judgment, shall be unreasonable, the Employer instructs the Engineer to prepare a budget for Changed quantities, or for individual kinds of works, and on the basis of his own forecast, issues the Contractor a budget in the Work order format to execute for changed quantities.

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

29. Certificate of Performed Works

29.1 The Contractor shall monthly submit to the Engineer for payment the certificates of actually performed works prepared pursuant to the Bill of Quantities after deduction of aggregate payments of previously approved quantities.

29.2 The Engineer should check the Contractor's monthly certificates of performed works and approve them for payment to the Contractor.

29.3 The value of performed works should be determined by the Engineer, and should involve the value of all actually performed quantities in accordance with items of works, rates and value of consumable material under the Bill of Quantities.

29.4 The value of performed works should include the value of Work order (additional works) and of Compensation Event.

29.5 The Engineer may exclude, based on subsequent circumstance, any items certified in a previous certificate of performed works for payment, or reduce the proportion of any item previously certified in any certificate of performed works for payment in the light of later information.

30. **Payments**

30.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor sums according to the certificates of performed works confirmed by the Engineer during 28 days after the date of invoicing pursuant to the certificate of performed works. In case when the payment is delayed, the Employer shall pay interest to the Contractor indicated in *the Special Conditions of Contract* against the delayed payments. Interest is calculated from the date by which the payment should be made and until the date when the last payment has been made.

30.2 In case if the cost of certificate of performed works is increased as a result of decision of Arbitrator or Judge of General Jurisdiction, interests will be charged from the date of affirmation by the Engineer of the certificate of performed works for which the quantities have been increased without any dispute.

30.3 The kinds of Works for which no rate or price, and value of consumable material is entered in will not be paid for by the Employer, and shall be deemed included in other kinds of Works.

31. Retention

33.1 For the purposes of correction of possible defects, the Employer shall retain from each payment a portion of the funds in the sum of 10 % of the contract sum is paid only at the expiration of Defects Liability period

33.2 On the Completion Date half of the whole retention shall be returned to the Contractor and the second half shall be returned after completion of the Defects Correction Period, provided that all Defects indicated in the notice and certified by the Engineer have been corrected.

33.3 After entire completion of Works, the Contractor may substitute retention money with an "on demand" bank guarantee.

32. Liquidated Damages.

32.1 In case of a failure in the Completion Date towards the Expected Period of Completion, the Contractor shall pay the Purchaser liquidated damages specified in the *Special Conditions of Contract* for each date of delay of the actual Completion Date against the Expected Period of Completion. The total amount of liquidated damages shall not exceed the amount specified in the *Special Conditions of Contract*. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. *Thereafter the procuring entity has the right to cancel the contract and demand all forms of damages.*

32.2 In case of extension of the Expected Period of Completion after liquidated damages have been paid, the Engineer shall repay the overpaid amount of liquidated damages by the Contractor at the expense of next certificate of performed works.

33. Force majeure

33.1 The Contractor shall not forfeit his performance security, and shall not be responsible for payment of liquidated damages, or termination of a Contract for disregard of provision, if the delay in execution of the Contract, or default is the result of an event of force majeure.

33.2 For the purposes of this Clause, "force majeure" means an event beyond the control of the Contractor, not connected with error or negligence of the Contractor, and not foreseeable. Such events may include but not restricted to such actions as: wars or revolutions, fires, floods, epidemics, quarantine and embargo affecting the execution of the Works.

33.3 When force majeure arises, the Contractor shall promptly notify the Engineer in writing of Such event and its cause. If no written instructions received from the Engineer, the Contractor shall continue to perform his obligations under the Contract as far as possible, and shall search for alternative ways of execution of the Contract, irrespective of force majeure.

34. Mobilization or Advance Payment

34.1 The Employer shall make advance payment to the Contractor in the amount and within the dates specified in *the Special Conditions of Contract*, provided that a Bank Guarantee for advance payment for the amount of advance have been provided by the Contractor. The Guarantee shall remain in force until the full repayment of advance; in this case the amount of the Guarantee should be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on advance payments.

34.2 The Contractor shall use the advance payment exclusively to pay for Plant, Machinery, and Equipment, Materials and other expenses required directly for the execution of the Contract. The Contractor shall demonstrate that advance payment has been used for the purposes of execution of the Contract by supplying copies of invoices or other documents.

34.3 The advance payment shall be repaid by deducting proportionate amounts from the Certificate of performed works that are due to the Contractor. No account shall be taken of the advance payment or its repayment in assessing valuations of performed works, Modifications, Compensation Events, Bonuses or Liquidated Damages.

35. Performance Security

35.1 Within seven (7) days upon receipt of notice of award, the successful Bidder shall furnish the Employer with the Performance Security, the amount and form of which is specified in the *Special Conditions of Contract.*

35.2 The Performance Security shall be returned by the Employer not later than fifteen (15) days after the date of completion by the Contractor of his obligations under the Contract, including all guarantee obligations, unless otherwise provided in the Special Conditions of Contract.

36. Cost of Repairs

36.1 Loss of or damage to the Works, Plant, or Materials included in Works and having been occurred between the Start Date and the Completion Date, including the Defects Correction Period shall be reimbursed by the Contractor at the Contractor's cost if that loss or damage arose as a result of the Contractor's action or inaction.

E. Finishing the Contract

37. Completion

37.1 The Contractor, after completion of all works stipulated in the Contract, shall send the Employer a notice of Completion and shall request the Engineer to issue a certificate of Completion of the Works

38 Taking Over

38.1 The Employer not later than seven (7) days after the Contractor's notice, shall appoint the Working Commission to take over the Works. The Taking Over Certificate shall be prepared with participation of the Contractor. The date of approval of Taking Over Certificate by the Employer shall be deemed the Completion Date, and within seven (7) days of the date of taking over certificate, the Site and the Works should be taken over by the Purchaser.

39.Final Account

39.1 After the Certificate of Corrected Defects, the Contractor shall supply the Employer with a final account for the remaining amount that the Contractor considers payable under the Contract. Provided that all defects are corrected, and that the supplied invoice is correct and complete, the Engineer, during one month, shall certify the final certificate of performed works. If during the inspection, there will be the facts of finding a defect, and the supplied invoice is incorrect or inaccurate, the Engineer, within a month, shall submit a schedule for correction of defects. If the Final Account is still incorrect or inaccurate after it has been resubmitted, the Engineer shall determine independently the amount due to and shall decide to pay to the Contractor.

40. Termination

40.1 The Purchaser or the Contractor may terminate the Contract if the other party causes a fundamental breach of the conditions stipulated in the Contract.

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

(a) the Contractor stops the works for 15 days, in this case that stoppage is not provided in the current Work Execution Schedule and is not authorized by the Engineer;

(b) The Purchaser instructs the Contractor to suspend the progress of the works, and such instruction is not canceled during the days specified in the Special Conditions of Contract;

(c) The Employer or the Contractor becomes bankrupt or goes into liquidation, exclusive of reorganization or amalgamation;

(d The Employer does not pay the Contractor the amount confirmed by the Engineer within the days specified the Special Conditions of Contract of the date of invoice supplied to the Contractor for payment;

(e) the Engineer notifies and warns that non-correction of a specific defect is a fundamental breach of the Contract conditions; and the Contractor does not correct a defect within acceptable period of time established by the Engineer;

(f) The Contractor does not provide the required guarantee;

(g) The Contractor delayed the completion of the Works for a number of days correspondent to a maximum possible amount of liquidated damages as indicated in the *Special Conditions of Contract*.

(h) If the Contractor, in the Employer's judgment, has engaged in corrupt or fraudulent practices in the process of competitive selection or execution of the Contract.

For the purposes of this subparagraph:

(1) "corrupt practice" means the offering, giving, the agreement requesting for remuneration in any form, or services rendering in order to influence the action of a public official in the procurement process or contract execution; and

(2) "fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or execution of a contract to the detriment of the Purchaser; including a collusive practice of bidders (prior to or after bid submission) to establish bid prices artificially at non-competitive level, and deprive the Purchaser from benefits of free and open competition;

(3) "collusive practice" means a scheme or arrangement between two or more contractors (subcontractors), with or without the knowledge of the Purchaser, designed to artificially rise the price in during the execution of a contract;

(4) "coercive practice" means harming or threatening to harm (directly or indirectly), persons or their property to influence their participation in the execution of a contract;

40.3 When either party of the Contract notifies the Engineer of

breach for a cause other than those listed under Clause 45.2 above, the Engineer shall determine whether the breach is fundamental or not.

40.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

40.5 If the Contract is terminated, the Contractor shall stop the Works immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

41. Payment upon Termination

41.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue the confirmed Certificate of the performed works and Materials ordered less advance payments received up to the date of the confirmation of the certificate and less the percentage of unperformed works, as indicated in the Special Conditions of Contract. Additional Liquidated Damages shall not be charged. If the total amount due to the Employer exceeds the amount due to the Contractor, the difference shall be a debt of the Contractor to the Purchaser.

41.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Purchaser, the Engineer shall confirm the Certificate of the performed works, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the confirmation of the certificate.

42. Property

42.1 All Materials on the Site, Equipment, Temporary Structures, and Works shall be deemed the property of the Employer if the Contract is terminated because of the Contractor's fault.

43 Release from Performance

43.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify the impossibility of the Contract performance. The Contractor shall make the Site safe and stop work as quickly as possible after receiving such notice, and shall be paid for all work carried out before receiving an instruction, and for any work carried out afterwards to which a commitment was made.

44. Contractor to Protect Works Done, Materials and Plant

44.1 The Contractor should provide the protection of performed works and all materials, plant, resources and other items related to the Works from any or all kinds of damage, deterioration, destruction linked to rain, frost, fire, robbery, mysterious disappearance and other reasons. The Contractor during the execution of the works, shall additionally ensure the protection of other works on Project, and of property belonged to the Employer, and related structures from any damage, deterioration

or for any other reason, including (but not limited to these) roads, buildings, warehouses and other kinds of movable and immovable property, exclusive of the event of force majeure. All costs incurred by the Contractor in view of the above-stated, shall not be subject to additional payment on the part of the Employer.

44.2 The Purchaser will not be responsible for any damage to the Contractor's works for the abovementioned reasons before they are fully completed and accepted, and the Contractor shall, without additional payment, carry out all corrections, repairs or replacements as applicable to the Works because of necessity to correct any defect, damage and other defects as a result of the above event.

45. **Materials and Equipment of Contractor**

45.1 The Contractor shall be responsible for the arrangement of supply, transportation, discharge and storage of all Materials and Equipment to be supplied, and delivered by the Contractor to the Project Site. The supplies shall be carried out only for the Contractor's name. The Employer shall in no case be responsible for expenses related to the supply, processing, storage and fee for stoppage of vehicle. No supplies shall be addressed to the Employer.

45.2 The Contractor shall provide the Employer with a Schedule of Receipt of materials and equipment on the Project Site. The sites only permitted by the Purchaser may be used for storage, stowage and stockpiling.

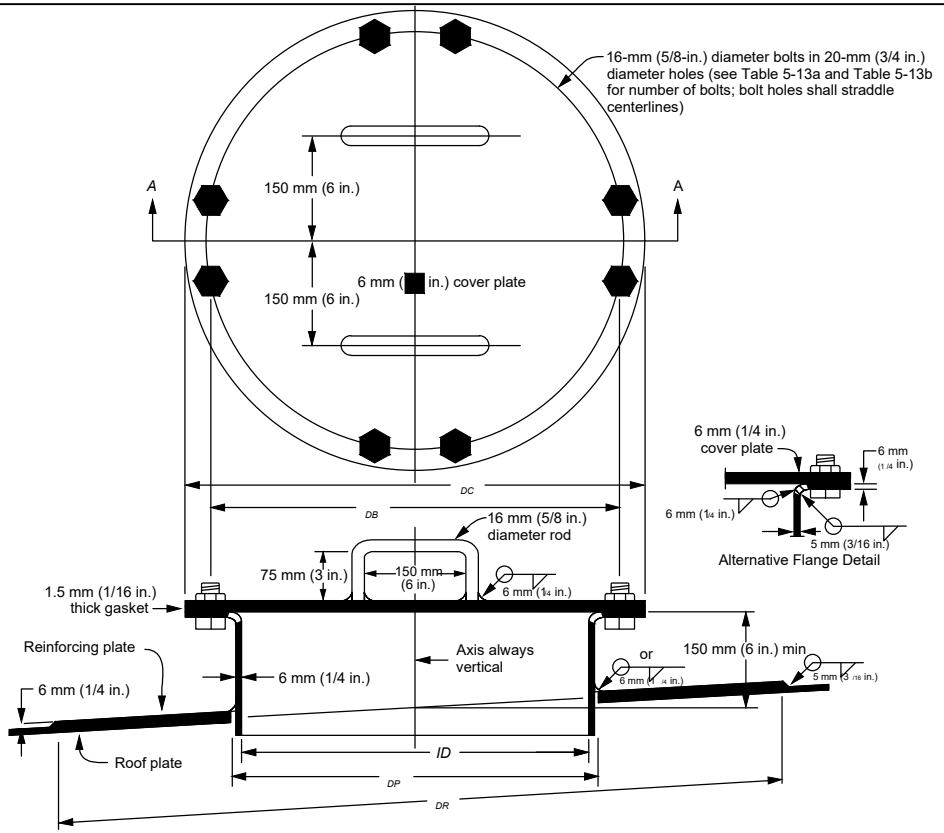
Special Conditions of Contract (SCC)

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

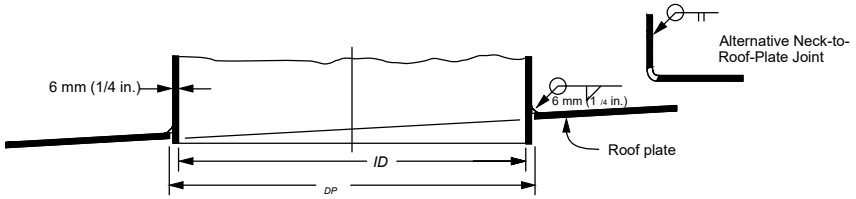
GCC Clause name	A. General
1.1	The Employer is: **Guyana Power & Light Incorporated** **40 Main Street,** **North Cummingsburg** **Georgetown** The works are**: HFO Fuel Tank Repairs, Garden of Eden, East Bank Demerara**
1.1	The Intended Completion Date is **Ten (10) weeks after award of Contract.**
1.1	The Engineer is the Mechanical Engineer of the **GPL Major Projects Department**
1.1	The Site is located at **Garden of Eden, East Bank Demerara**
1.1	The Start Date shall be **7 days after the "Notice to Proceed" is issued to the Contractor.**
3.1	The Language of Contract is **English**
3.1	The Applicable Law for this contract is **The Laws of Guyana**
10.1	The minimum insurance amounts and deductibles shall be: (a) For the Works, Plant and Materials: **G$100,000** (b) For the loss or damage to Equipment: **G$ 100,000** **(c)** For loss or damage to property(except the Works, Plant Materials and equipment) in connection with the Contract: **G$150,000** (d) For personal injury or death: (i)Of the Contractor's employees: **G$1,000,000** (ii)Of other people: **G$1,000,000**
14.1	The safeguard/ safety at the site, The Contractor shall either; 1. Provide safety gear which should be worn by workers whilst works are ongoing. 2. Agree to abide with GPL safety plan for works on site as such the Contractor will be responsible for obtaining a copy from GPL Inc.
16.2	The date by which the Site has been transmitted to Contractor for use shall be the same date as the **"Notice to Proceed**"

19.0	Disputes or disagreement arising between the Employer and the Contractor shall be settled in accordance with the Laws of Guyana.
B. Time Control	
20.1	The Contractor shall submit for approval a Work Program within 7days from the date of the Letter of Acceptance.
20.2	The period of submission of updated Work Program – **within seven (7) days of request by Engineer.**
20.3	The retention for untimely submission of Work Program **is $10,000 Guyana Dollars per day.**
C. Quality Control	
23.2	The Defects Liability Period is **six (6) months**
26.1	Any correction of Defects must commence within fourteen **(14) days** of receipt of Engineer's notice.
D. Cost Control	
30.1	The Employer shall pay the Contractor sums according to the certificates of performed works confirmed by the Engineer during 28 days after the date of invoicing pursuant to the certificate of performed works. The Employer shall pay a rate of 0.02% interest of Certificate of Performed works when a payment is delayed without reasonable cause.
31.1	**Retention** The percentage of payments due to be retained of the value of works done to correct possible defects is **5% of retention but not more than 10%)**
32.1	**Liquidated Damages** The penalty to be paid by the Contractor for delay of the completion of works **is 0.5% to a maximum of 5% of the Contract Sum per a day.**
33.1(b)	The Schedule of Other Contractors is as follows**: Not Applicable**
34.1	**Mobilization/ Advance Payment** The time frame by which mobilization/advance payment is to be provided and the amount is **30% of the contract sum.**
34.3	Repayment of advance payment for mobilization and equipment shall be repaid at a rate of 30% of the amount of all interim payment certificates: The advance shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15% of the Contract Price or One(1) month from the date of payment of first installment of advance, whichever period concludes earlier.
35.1	**A Performance Security is required in the amount of 10% of Contract Price and be in the form of a bank guarantee or Manager's Cheque.**
E. Finishing the Contract	
40.2 (b)	**When a suspension order is not revoked by the** Employer **after 30 days**
40.2 (d)	**When payment to the Contractor is delayed beyond 30 days following invoicing**
40.2 (g)	**The maximum number of days of delay is: 30 days*; consistent with clause 32.1 on liquidated damages].***

DRAWINGS

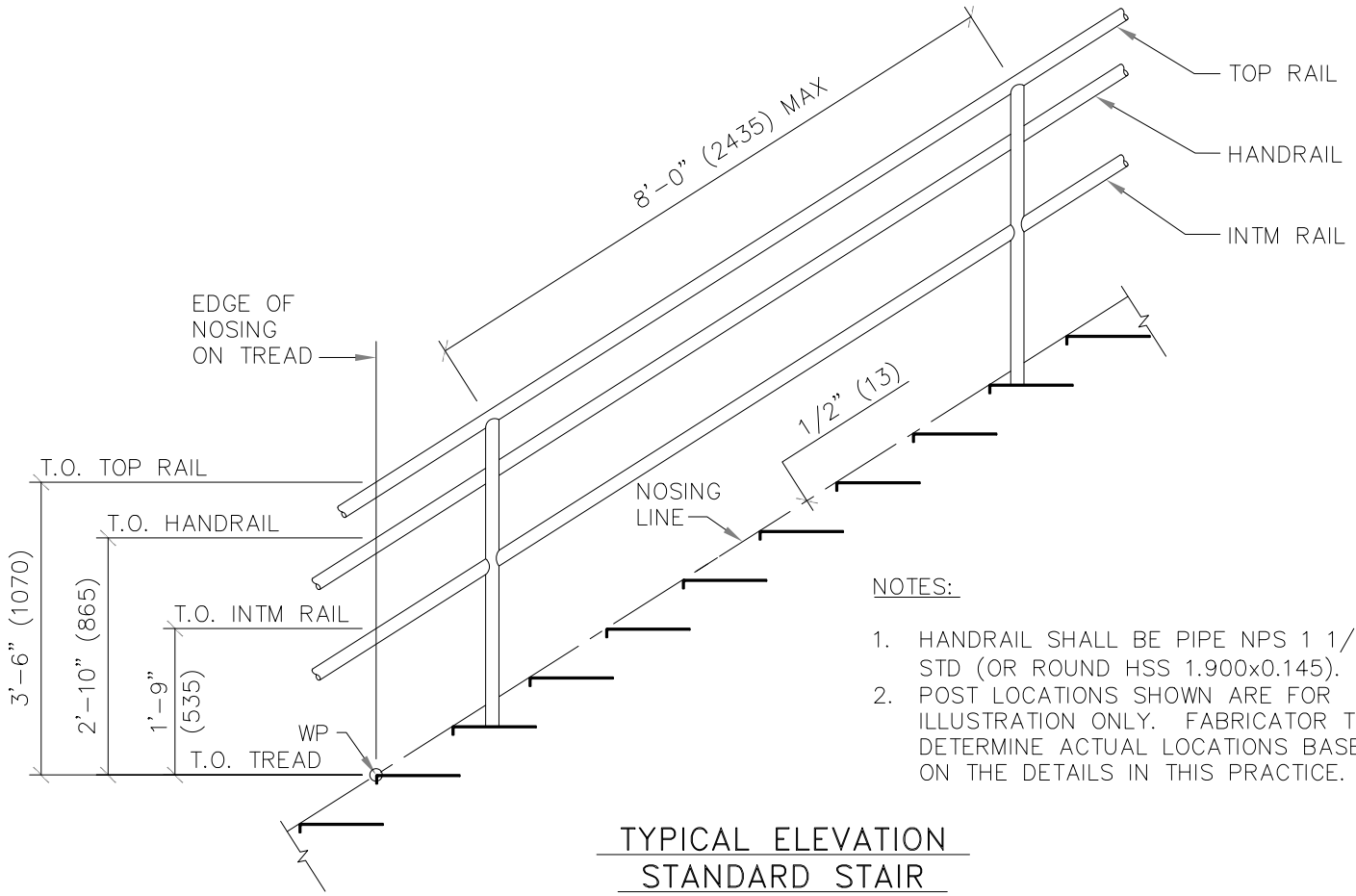


Section A-A—Roof Manhole With Reinforcing Plate



Base For Roof Manhole Without Reinforcing Plate

GUYANA POWER & LIGHT INC. PROJECTS MANAGEMENT DEPT. 257-259 MIDDLE STREET SOUTH CUMMINGSBURG GEORGETOWN.	PROJECT: HFO FUEL TANK REPAIR GARDEN OF EDEN E.B.D	DRG. TITLE : ROOF MANHOLE	DESIGNED BY:	CHECKED BY:	APPROVED BY: J.Reddi
			DRAWN BY: R.Harris	SCALE: AS SHOWN	DATE: 2020-12-14
			DRAWING No: 01		REVISION:

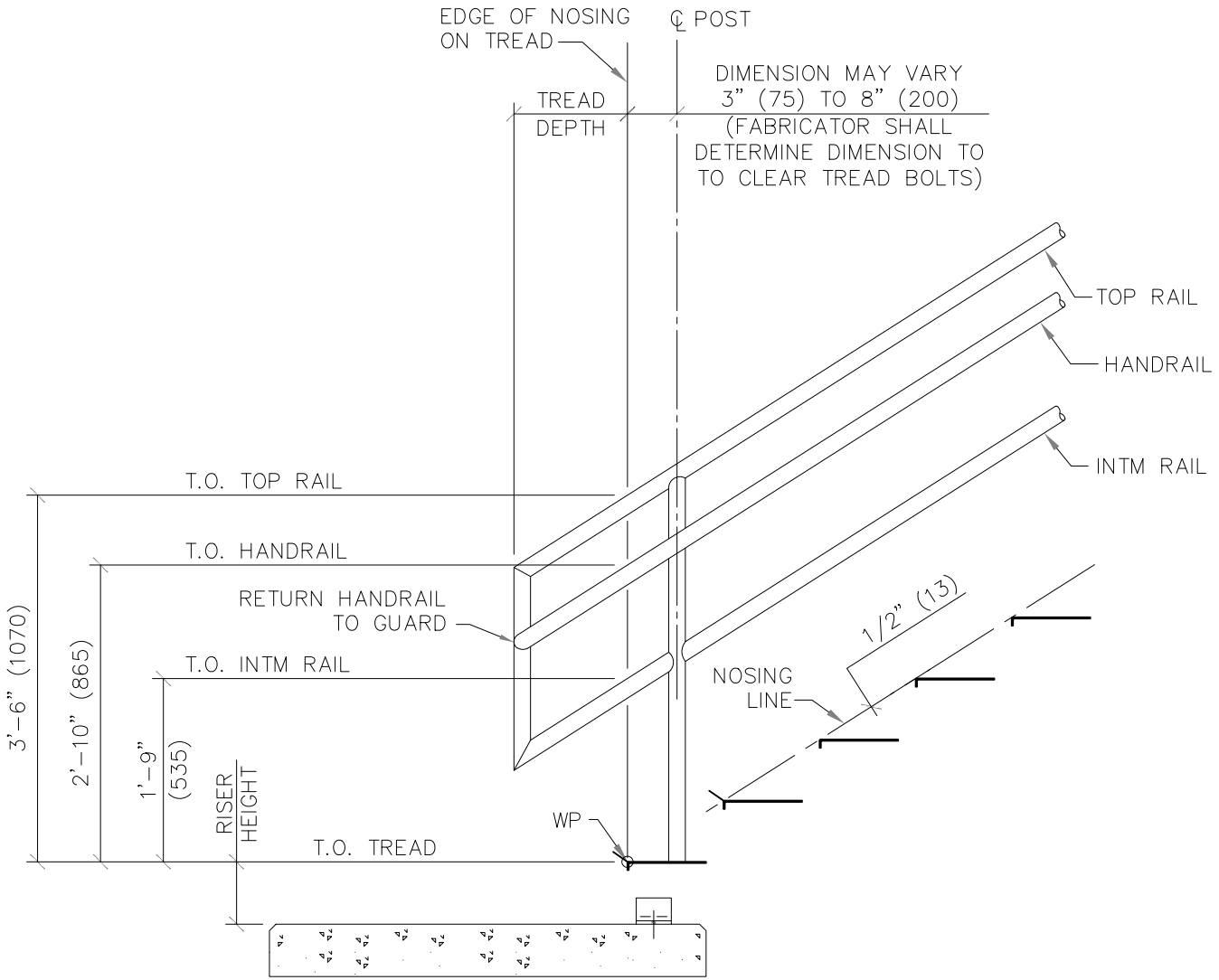


NOTES:

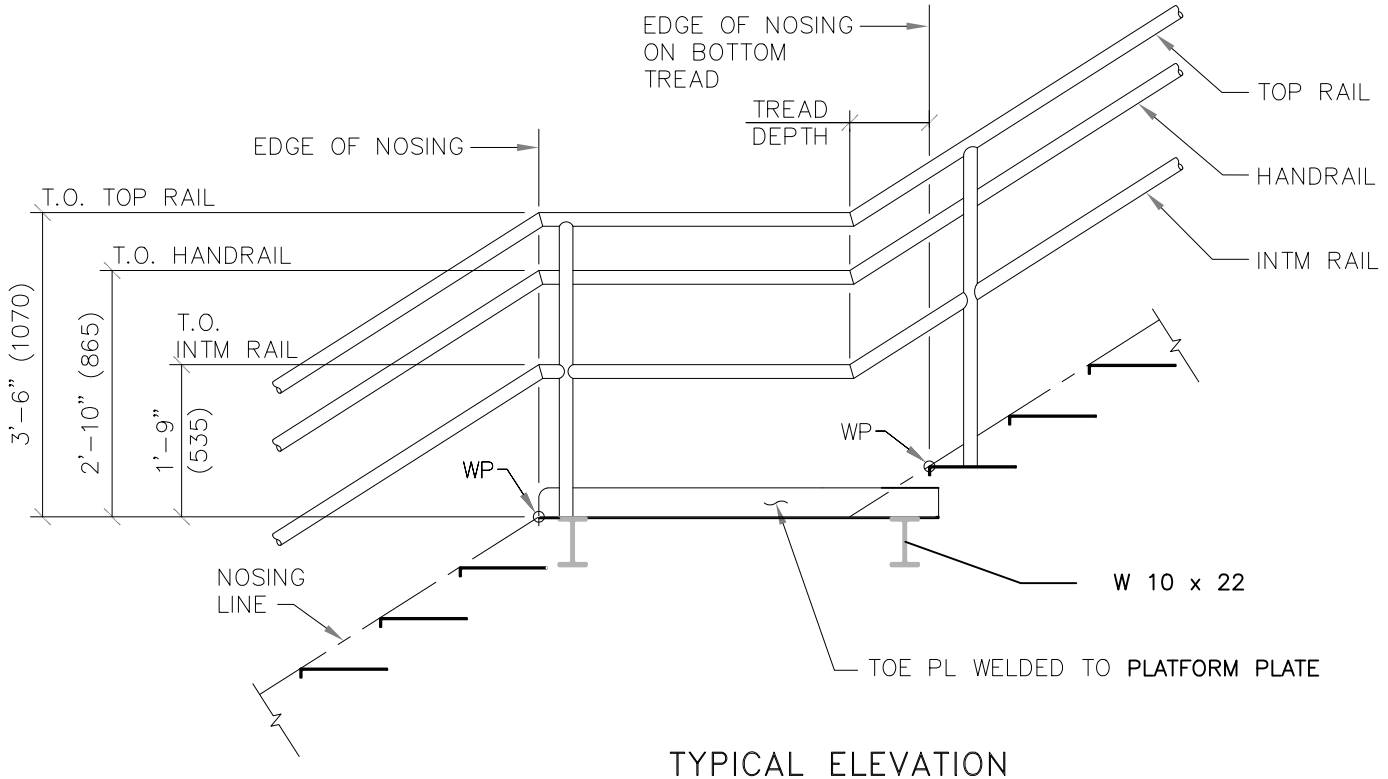
1. HANDRAIL SHALL BE PIPE NPS 1 1/2 STD (OR ROUND HSS 1.900x0.145).
2. POST LOCATIONS SHOWN ARE FOR ILLUSTRATION ONLY. FABRICATOR TO DETERMINE ACTUAL LOCATIONS BASED ON THE DETAILS IN THIS PRACTICE.

TYPICAL ELEVATION
STANDARD STAIR

PROJECT NO : GPL-PI-xx-2020	GUYANA POWER & LIGHT INC. PROJECTS MANAGEMENT DEPT. 257-259 MIDDLE STREET SOUTH CUMMINGSBURG GEORGETOWN. TEL:225-	PROJECT: HFO Fuel Tank Repair Garden of Eden East Bank Demerara	DRG. TITLE : Stairs Details	DESIGNED BY:	CHECKED BY: J. Reddi	APPROVED BY:
				DRAWN BY: J. Reddi	SCALE:	DATE: 2020-12-17
				DRAWING No: xx-2020-MECH-003-A		REVISION:



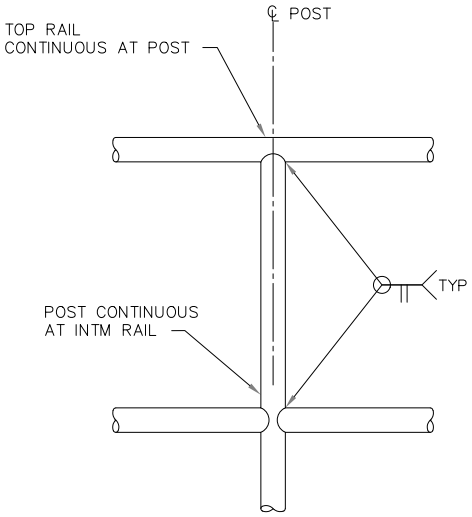
PROJECT NO : GPL-PI-xx-2020	GUYANA POWER & LIGHT INC. PROJECTS MANAGEMENT DEPT. 257-259 MIDDLE STREET SOUTH CUMMINGSBURG GEORGETOWN. TEL:225-	PROJECT: HFO Fuel Tank Repair Garden of Eden East Bank Demerara	DRG. TITLE : Stairs Details	DESIGNED BY:	CHECKED BY: J. Reddi	APPROVED BY:
				DRAWN BY: J. Reddi	SCALE:	DATE: 2020-12-17
				DRAWING No: xx-2020-MECH-003-B		REVISION:



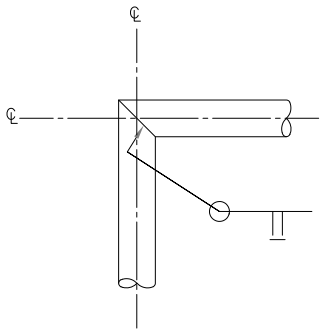
TYPICAL ELEVATION
INTERMEDIATE STAIR LANDING

DIMENSIONS ARE GIVEN IN FEET AND/OR INCHES. METRIC DIMENSIONS IN PARENTHESES ARE IN MILLIMETERS, UNLESS OTHERWISE NOTED.

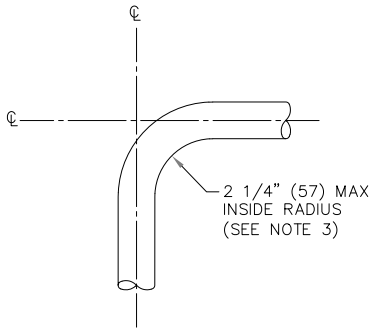
PROJECT NO : GPL-PI-xx-2020	GUYANA POWER & LIGHT INC. PROJECTS MANAGEMENT DEPT. 257-259 MIDDLE STREET SOUTH CUMMINGSBURG GEORGETOWN. TEL:225-	PROJECT: HFO Fuel Tank Repair Garden of Eden East Bank Demerara	DRG. TITLE : Stairs Details	DESIGNED BY:	CHECKED BY: J. Reddi	APPROVED BY:
				DRAWN BY: J. Reddi	SCALE:	DATE: 2020-12-17
				DRAWING No: xx-2020-MECH-003-C		REVISION:

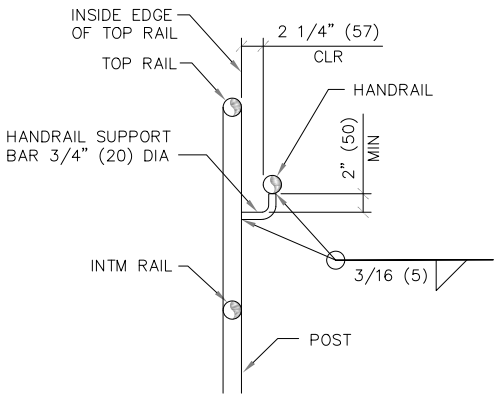


RAILS TO POST CONNECTION

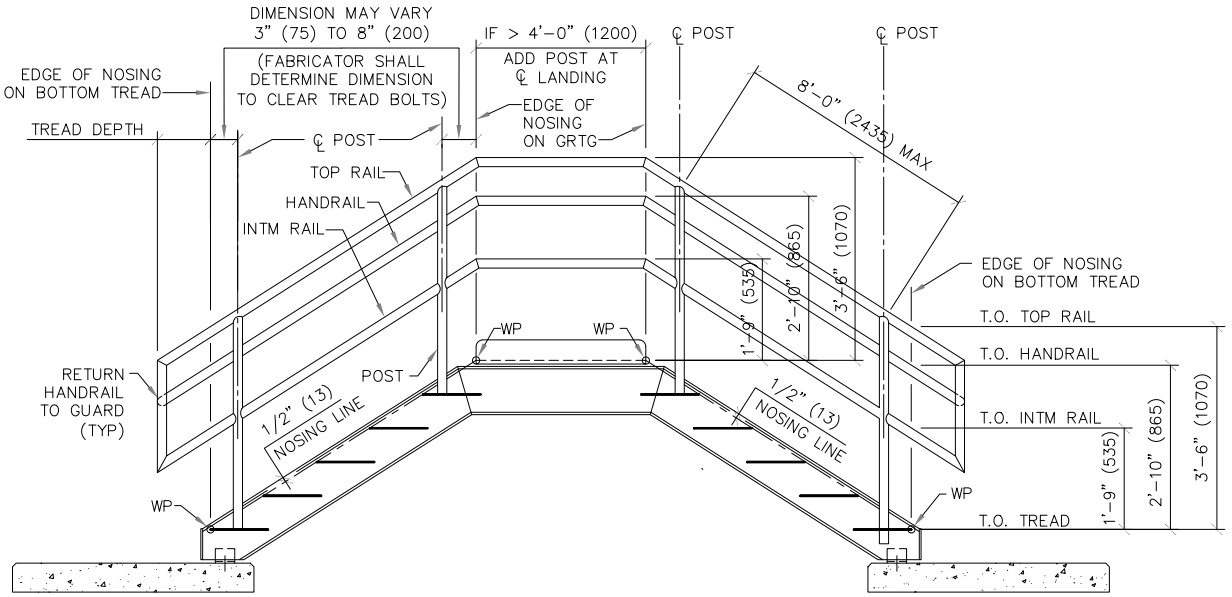


MITER





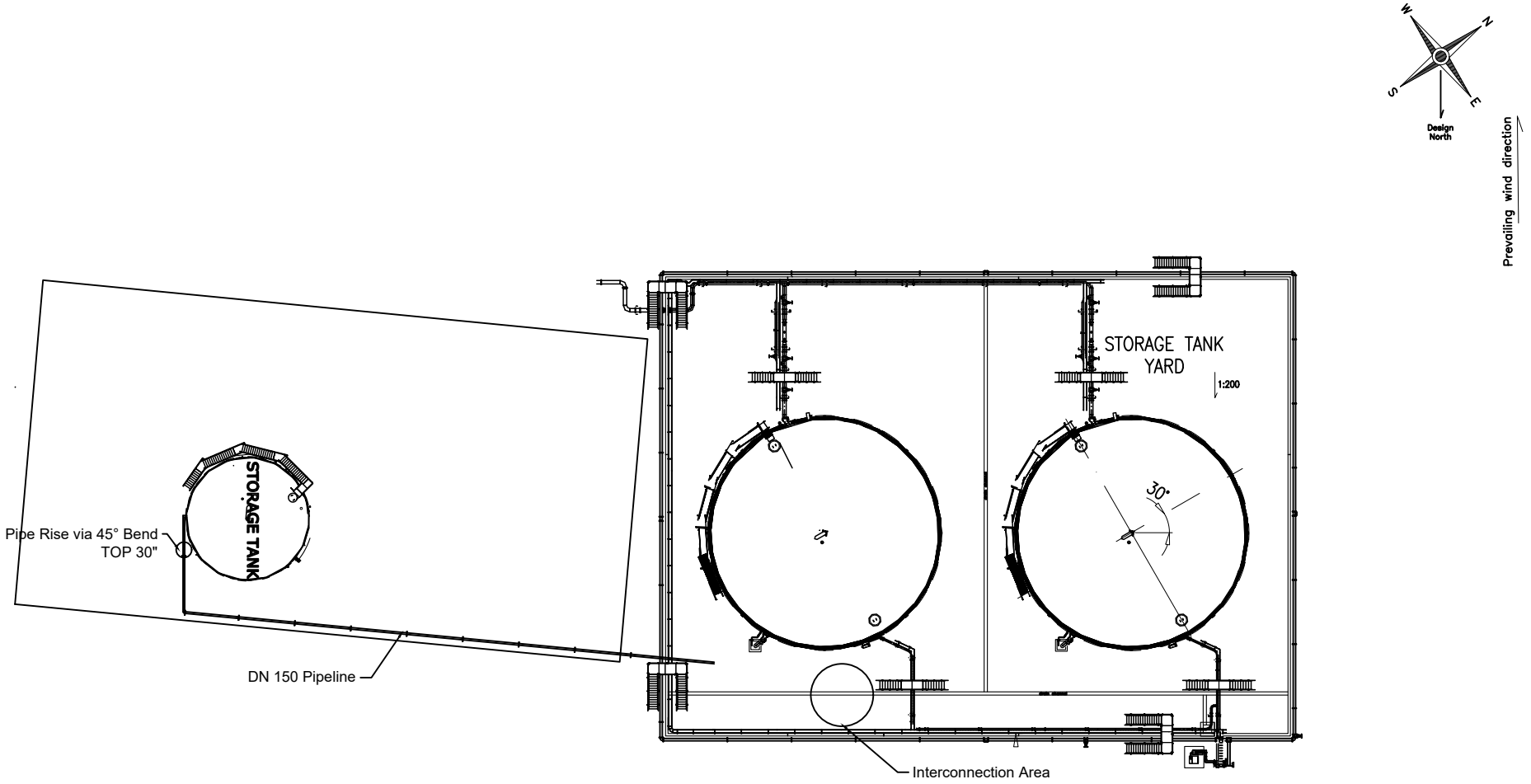
PROJECT NO : GPL-PI-xx-2020	GUYANA POWER & LIGHT INC. PROJECTS MANAGEMENT DEPT. 257-259 MIDDLE STREET SOUTH CUMMINGSBURG GEORGETOWN. TEL:225-	PROJECT: HFO Fuel Tank Repair Garden of Eden East Bank Demerara	DRG. TITLE : Handrrail Details	DESIGNED BY:	CHECKED BY: J. Reddi	APPROVED BY:
				DRAWN BY: J. Reddi	SCALE:	DATE: 2020-12-17
				DRAWING No: xx-2020-MECH-003-D		REVISION:



ELEVATION – STILE GUARD/HANDRAIL

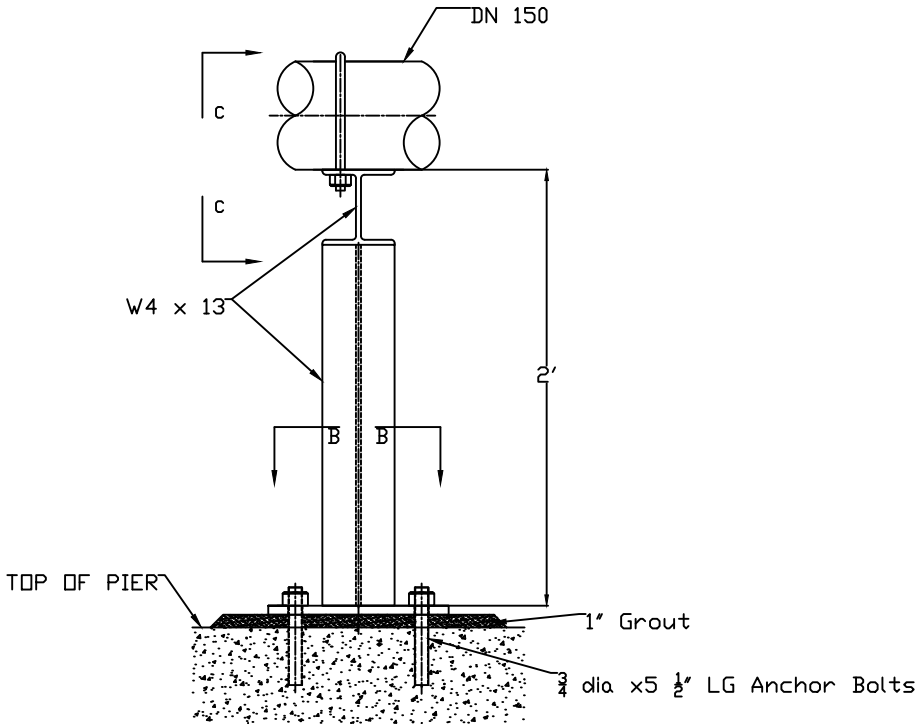
DIMENSIONS ARE GIVEN IN FEET AND/OR INCHES. METRIC DIMENSIONS IN PARENTHESES ARE IN MILLIMETERS, UNLESS OTHERWISE NOTED.

PROJECT NO : GPL-PI-xx-2020	ANA POWER & LIGHT INC. ECTS MANAGEMENT DEPT. 59 MIDDLE STREET H CUMMINGSBURG GEORGETOWN. TEL:225-	PROJECT: HFO Fuel Tank Repair Garden of Eden East Bank Demerara	DRG. TITLE : Stile Stairs Details	DESIGNED BY:	CHECKED BY: J. Reddi	APPROVED BY:
				DRAWN BY: J. Reddi	SCALE:	DATE: 2020-12-17
				DRAWING No: xx-2020-MECH-004		REVISION:

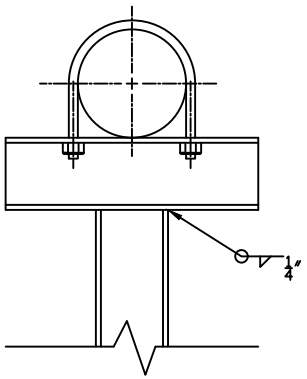


Note: Pipe to interconnected at a point to be identified later by the engineer in the storage tank yard.

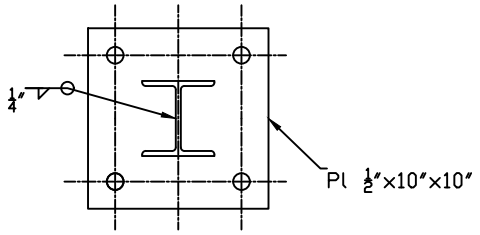
PROJECT NO : GPL-PI-xx-2020	GUYANA POWER & LIGHT INC. PROJECTS MANAGEMENT DEPT. 257-259 MIDDLE STREET SOUTH CUMMINGSBURG GEORGETOWN. TEL:225-	PROJECT: HFO Fuel Tank Repair Garden of Eden East Bank Demerara	DRG. TITLE : HFO Pipeline	DESIGNED BY:	CHECKED BY: J. Reddi	APPROVED BY:
				DRAWN BY: J. Reddi	SCALE:	DATE: 2020-12-17
				DRAWING No: xx-2021-MECH-005		REVISION:



Elevation



Section C-C



Section B-B

PROJECT NO.: GPL-PI-xx-2020	GUYANA POWER & LIGHT INC. PROJECTS MANAGEMENT DEPT. 257-259 MIDDLE STREET SOUTH CUMMINGSBURG GEORGETOWN. TEL:225-	PROJECT: HFO Fuel Tank Repair Garden of Eden East Bank Demerara	DRG. TITLE: Pipe Stanchion	DESIGNED BY:	CHECKED BY: J. Reddi	APPROVED BY:
				DRAWN BY: J. Reddi	SCALE:	DATE: 2020-12-17
				DRAWING No: xx-2020-MECH-006		REVISION:

BILLS OF QUANTITIES

Pricing Information

The general conditions of contract, the special conditions of contract, the detailed specification, API 653, API 650, ASME B31.1, API 579, API 2016 RP, Section IX of ASME , SSPC/NACE for surface preparation/paint application and the drawings are to be read in conjunction with the Bill of Quantities. The schedule comprises items covering the bidder's profit and costs of general liabilities and of the construction of temporary and permanent works.

The bidder must insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the bidder has the right, under various circumstances, to payment for additional works carried out and that the engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the bidder.

Unless otherwise stated, items are measured net and no allowance has been made for waste.

The prices and rates to be inserted in the Bill of Quantities are to be VAT exclusive, VAT shall only be computed in the summary sheet of the BoQ. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the bid is based.

Each item priced shall be extended to the "Amount" column by the bidder with the exception of the items for which a rate only is required or which already have provisional sums affixed thereto. Any item in the Schedule of Quantities not be priced, by design or by omission, it shall be held that the cost of the work associated with such items is spread over and included in the prices tendered for other items of work.

In the event of there being any errors of extension or addition, these will be corrected, the rates being taken as correct and binding.

The quantities in this Bill of Quantities shall be regarded as approximate and do not necessarily reflect the actual amounts of work to be done.

The Contract amount for the completed contract shall be computed from the actual quantities of work done and valued at the unit rates and prices tendered against the respective items in the Schedule of Quantities.

Each item priced by the Bidder shall be written in pen either black or blue ink.

Summary of Bills

Item #	Description	Unit	Qty	Rate (GYD)	Amount
	General Note				
	All rates must include for transportation, materials, labour, machinery and equipment, taxes (exluding VAT) , overheads and profits.				
1	Preliminary and General				
2	Tank Roof and Rafters				
3	Tank Shell				
4	Tank Bottom Plate				
5	Stairs and Rails				
6	Suction Heater				
7	Valves				
8	DN 150 Fuel Pipeline				
9	DN 200 Fuel Pipeline				
				Subtotal	*$* -
				Add VAT (14%)	*$* -
				Total	$ -

Bill A: Preliminary and General

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	*General Note*				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, taxes (exluding VAT) , overheads and profits.				
2	*Insurances*				
2.1	Allow for insurance to cover against damage to third party and property caused by acts or omissions by the Contractor.				
2.1	Allow for insurance to cover against damage to third party and property caused by acts or omissions by the Contractor.				
3	*Site Particulars*				
3.1	Allow for Performance Bond.				
3.2	Allow for Contractor's Site Facilities				
3.2	Allow for Mobilization and Demobilization				
3.3	Provisional sum for unforseen works.				$ 3,000,000
				Subtotal	*$ 3,000,000*

Bill of Quantaties

Bill B: Tank Roof and Rafters

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***Cutting and Removing***				
2.1	Cut and remove roof plate (approximately 6mm) on tank. The plates removed shall be stored away at nearby location within 50 meter radius as directed by the company designated engineer or representative.	m^2	145		
3	***Replacing of roof plates***				
3.1	Allow for cleaning of roof rafters. Cleaning shall be done in accordance to SSPC guidelines.	sum			
3.2	Cut/trim, form, weld 3/16" thick (6 mm) mild steel plate to the required shape and dimesions to suit existing design parameters for roof.	m^2	291		
3.3	Allow for cleaning of new roof plates for application of paint.	sum			
4	***Protective Coating***				
4.1	Apply two coats only of zinc chromate primer to roof supports rafters.	sum			
4.2	Apply one coat of epoxy primer and one coat epoxy polymide resin (color gray) to roof plates.	m^2	165		
5	***Roof Appurenances***				
5.1	Fabricate and install one centre circulation vent. See drawing # 2.	item	1		
5.2	Fabricate and install two manhole (180 degree apart) attachment 600 mm diameter with all necessary gaskets, bolts, nuts, washers, handles. See drawing # 1.	item	2		
5.3	Apply one coat primer and one coat epoxy polymide resin (color gray) to items 5.1 and 5.2.				
				Subtotal	*$ -*

Bill of Quantaties

Bill C: Tank Shell

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***Cleaning of Tank Shell Plates***				
2.1	Allow for cleaning of shell plates for the application of protective coating. Cleaning of surface shall be done according to SSPC guidelines.	m^2	590		
3	***Inspection of Shell Plate and Welds***				
3.1	Allow for visual inspection and marking of outer shell plate on tank for but not limited to cracks, lack of fusion, loss of metal due to corrosion and undercut. Report shall be submitted with results and recommendations for remedying the defects.	sum			
3.2	Allow for gouging, grinding and/or rewelding of weld that are found to be defective in 3.1. This sum shall only be payable based on the results of item 3.1 above. Approval must be sought from contractor before proceeding with this item.	m	10		
3.3	Allow for liquid penetrant testing of welds repaired in item 3.2. This sum shall only be payable based on the results of item 3.2 above. Approval must be sought from contractor before proceeding with this item.	m	10		
4	***Protective Coating***				
4.1	Supply and apply one coat of epoxy primer and one coat epoxy polymide resin (grey) to tank shell and shell appurenances	m^2	590		
				Subtotal	*$ -*

Bill of Quantaties

Bill D: Tank Bottom Plate

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***Cleaning of Tank Bottom***				
2.1	Allow for tank to be cleaned for adequate and proper inspection and application of liner of bottom plates. Cleaning shall be done according to SSPC guidelines.	sum			
3	***Internal Inspection and Repair of Tank Bottom & Repads***				
3.1	Allow for visual inspections, marking, and vacuum box testing of the defective repads welds.	m	10		
3.2	Allow for gouging and/or rewelding of repads/bottom plate joints that are found to be defective from vacuum box testing. This sum shall only be payable based on the results of item 3.1 above. Approval must be sought from contractor before proceeding with this item.	m	10		
3.3	Supply and apply two coat coal tar epoxy to top side of tank bottom plate.	m^2	145		
				Subtotal	*$* -

Bill of Quantaties

Bill E: Tank Stairs and Rails

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***Cut and Remove Existing Stairs and Rails***				
2.1	Cut and remove existing circumferential stairs, platform, rails and any other attachments/fixtures related to stairs, rails and platform for its' complete removal. Stairs are approximately 710 mm X 215 mm (approximately 72 treads) with four platforms which welded securely to tank.	Sum			
3	***Tank Treads and Platform***				
3.1	Fabricate, form, weld, and install 6 mm mild steel chequered plate for stair treaders and platform. See drawing # 3. Stair treads shall be welded securely to tank shell.	m^2	19		
3.2	Fabricate and weld W 10 x 22 " I-sections for platform beams. See drawing # 4. I-sections shall be welded securely to tank shell.	m	10		
3.3	Cut and weld 75 x 75 x 6 (mm) M/S angle iron as struts on platforms. See drawing # 3 and at imtermediate treaders to be indentified by GPL engineer or representative.	m	22		
3.4	Apply two coat of antirus zinc chromate (yellow) to all steel works for treads and platform.	m^2	80		
4	***Rails for Stairs and Platform***				
4.1	Fabricate, weld and install 40 mm galvanized steel for posts, top, intermediate and hand rails of stairs. See drawing # 3. Posts shall be welded securely to stairs treads and platforms.	m	50		
4.2	Supply mild steel 1/4" x 4" plate as toe board on platform as detailed on drawing # 3.	m	5		
4.3	Apply two coat of antirus zinc chromate (yellow) to all steel works for rails.	sum			
5	***Stile***				
5.1	Fabricate, weld and install 10 mm mild steel chequered plate for stair treaders and platform. See drawing # 4. Stair treads shall be welded securely to stingers.	m^2	17		
5.2	Fabricate, weld and install 8" C-sections for stair stringers and platform support. See drawing # 4.	m	13		

Bill of Quantaties

Bill_E: Tank Stairs and Rails

5.3	Fabricate, weld and install 40 mm galvanized steel for posts, top, intermediate and hand rails of stairs. See drawing # 4. Posts shall be welded securely to stairs treads and platforms.	m	12		
5.4	Supply mild steel 1/4" x 4" plate as toe board on platform. See drawing # 4.	m	3		
5.5	Apply two coat of antirus zinc chromate (yellow) to all steel works for rails.	sum			
				Subtotal	*$* -

Bill of Quantaties

Bill_F: Suction Heater

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***Suction Heater and Controller***				
2.1	Supply and install one suction heater (Alfa Laval) with local control panel suitable for heating HFO. Suction heater shall be 233 kW (1.4 w/cm^2), 480 V, 60 Hz, 3 Phase with design pressure 15 bar, design temp 160 ^{0}C, shellside in and outlet according to DN 150 and flanges according to EN1092-1,PN16. Heater shall be P - controller with PT 100 sensor; temp range shall be 0-200 ^{o}C, supply volatge of 120/240 Vac, 60 Hz. Suction heater shall be welded to tank and supported from tank bottom, inside tank.	Sum			
				Subtotal	$ -

Bill of Quantaties

Bill G: Valves

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***Inspection Valves***				
2.1	Allow for inspection of all valves on tank. Report shall be submitted to GPL with finding and recommendations to remedy the same.	Sum			
2.2	Allow for the supply and installation replacement valves. These sums are only payable based on the finding of item 2.1. Approval must be sought from GPL before proceeding with the items under 2.1.				
2.2.1	8" Gate valve.	Item			
2.2.2	6" Gate Valve	Item			
2.2.3	4" Gate Valve	Item			
3	***Shell Manhole***				
3.1	Supply and install one gasket to form a liquid tight seal.	Item			
				Subtotal	*$* -

Bill of Quantaties

Bill H: DN 150 Fuel Pipeline

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***DN 150 Fuel Line***				
2.1	Supply schedule Sch 40, Pipe 6" (DN 150) pipe and weld to form HFO pipeline according to drawing # 5.	m	86		
2.2	Supply and apply one coat primer and one coat epoxy polymide resin (green) to pipeline and fitting.	m^2	46		
3	***Pipe Fittings***				
3.1	Supply and weld STD Pipe 6" (DN 150) 45 degree bends as show on drawing # 5.	Item	3		
3.2	Supply and weld STD Pipe 6" (DN 150) 90 degree bends as show on drawing # 5.	Item	3		
3.3	Supply, install and weld mating flange according to DN 150, EN1092-1, PN 16 for interconnecting pipeline to suction heater inclusive of all bolts, nuts and washers.	Item	3		
3	***Valve***				
3.1	Supply and install one cast iron, DN 150, Class 125, flanged gate valve with mating flanges, bolts, nuts, washers and gaskets to oil outlet.	Item	1		
4	***Pipe Stanchions***				
4.1	Supply materials and fabricate pipe stanchions as detailed in drawing # 6.	Item	18		
4.2	Apply two coat of antirus zinc chromate (yellow) to all stanchions.	sum			
5	***Testing***				
5.1	Allow for hydrostatic testing of fuel line	Sum			
				Subtotal	*$ -*

Bill of Quantaties

Bill_I: DN 200 Fuel Pipeline

Item #	Description	Unit	Qty	Rate (GYD)	Amount
1	***General Note***				
1.1	All rates must include for transportation, materials, labour, machinery and equipment, scaffolding, fall protection equipment, taxes, overheads and profits.				
2	***Cleaning of Pipeline***				
2.1	Allow for DN 200 (8") pipeline inclusive of all fitting to be cleaned for paint application according to SSPC guidelines.	m	33		
3	***Painting***				
3.1	Supply and apply one coat primer and one coat epoxy polymide resin (green) to pipeline and fitting.	m	33		
				Subtotal	*$* -

TECHNICAL SPECIFICATIONS

SECTION 000 - GENERAL

001 CONDITIONS OF CONTRACT

The Conditions of Contract shall be in accordance with (NPTAB).

002 DOCUMENTS

These specifications shall be read in conjunction with the contract drawings, and with the Bill of Quantities.

003 DESCRIPTION OF WORKS TO BE UNDERTAKEN

The works to be completed are as follows:

(1) Dismantle and the Replacement of Tank Roof
(2) Inspection of Shell and Bottom plates weld
(3) Cleaning and the application of protective coating on tank exterior, pipeline and apply liner to tank bottom
(4) Dismantle and construct new circumferential stairs with rails
(5) Installation of Suction Heaters
(6) Construction of 6" Fuel Line

004 DATUM LEVELS

The level shown on the drawings refers to Georgetown Datum.

SECTION 100 - PREAMBLES TO ALL WORK SECTIONS

101 DESCRIPTION TO APPLY

Description of materials and workmanship referring to items, which are not included or required in the Works described in the Bills of Quantities, shall be disregarded unless subsequently introduced as a variation. All measurements shall be taken net as described in the Bill of Quantities.

102 RATES

The rates inserted by the Contractor shall include for complying with all provisions of this section unless specifically otherwise stated or measured.

103 DEFINITIONS

"Engineer" herein shall mean the individual, partner, company or firm appointed by the Government of Guyana to supervise the construction of the Works.
The term "the Works" shall mean, "the whole of the Works envisaged by the Contract"
Words importing the singular only shall also include the plural and vice versa.
The following abbreviations are used:

API	-	American Petroleum Institute
AWS	-	American Welding Society
ASME	-	American Society of Mechanical Engineers
SSPC	-	The Society for Protective Coating
SSPC	-	The Society for Protective Coating
NACE	-	National Association of Corrosion Engineers
ASTM-		American Society for Testing and Materials

104 DEFECTIVE WORK

The Engineer reserve the right to check the work executed by the Contractor at such times as he deems fit; there is however, no duty on his part to make such checks and any failure by him to observe errors shall not relieve him of his responsibilities in these respects.

105 MATERIALS AND WORKMANSHIP

All materials and workmanship shall conform to the highest standard and quality, and shall always be to the approval of the Engineer.
Materials rejected by the Engineer shall be removed immediately from the site and replaced with that in accordance with these specifications.

Workmanship rejected by the Engineer shall be taken down/demolished immediately, and the work re-done to the approval of the Engineer.

106 CALCULATION OF QUANTITIES

All work unless otherwise described has been measured net as fixed in position and the Contractor is to allow in his prices for waste, laps etc. The quantities, therefore, are NOT suitable for the ordering of materials.

Throughout these Bills of Quantities, the following abbreviations have been used.

C.M	-	Cubic Meter
S.M	-	Square Meter
L.M	-	Linear Meter
Kg	-	Kilogram
Nr.	-	Number
L.M	-	Linear Meter
Cwt.	-	Hundredweight
Tonne	-	Tonne (2,240 Lbs.)
L	-	Liter
Lgth	-	Length
Mm	-	Millimeters

All weights and measurements mentioned in these Bills of Quantities are those normally used in Guyana.

Description of materials and workmanship given in any one-work section shall apply equally to all work sections, unless otherwise described.
Notwithstanding any of the foregoing the whole of the materials and workmanship shall be subject to the approval of the Engineer.

107 PROPRIETARY PRODUCTS

All proprietary products shall be used strictly in accordance with the manufacturer's instructions unless otherwise described.

SECTION 200 - PROVISIONAL AND PRIME COST SUMS

201 DEFINITIONS

202 General Attendance

General attendance on Nominated Sub-Contractors, Local Authorities and Public Undertaking, that is including "the use of Contractor's temporary roads, paving and paths, standing scaffolding, standing power operated hoisting plant, the provision of temporary lighting and water supply, clearing away rubbish, provision of space for the sub-contractor's own offices and for the storage of his plant and materials and the use of mess rooms, sanitary accommodation and welfare facilities"

In addition, general attendance shall be deemed to include arranging with Local Authorities, Public

Undertakings, Nominated Sub-Contractors and Nominated Suppliers the time for commencement of their work on the site or manufacture and delivery of their goods and materials, obtaining particulars of holes, mortises, chases, recesses, fixing and the like and supplying them with all dimensions and other information required for the proper execution of the Works203

203 PRIME COST SUMS

203.1 Nominated Sub-Contractors

The P.C. Sums given are for which the terms of **Contract Conditions** will apply.
Except for loss or damage the nominated Sub-Contractor shall be responsible for loss and damage and insurance against such loss or damage to any materials and goods brought onto or delivered to the site for his own use until such materials and goods have been fully, finally and properly incorporated in the Works except also for any loss or damage due to any negligence, omission or default of the Contractor, his servants or agents, or any other Sub-Contractor of the Contractor, or of the Employer of any person for whom the Employer is responsible.

The Contractor shall make arrangements with the various Nominated Sub-contractors so that their work proceeds in accordance with the agreed programme and shall furnish to them all necessary dimensions, marks, lines, levels, pegs, etc., for setting out and shall be responsible for the accuracy of same.
Nominated Sub-contractors will be responsible for covering up and protecting their Works during its execution but immediately upon its completion the Contractor shall assume this responsibility.

203.2 Nominated Supplies

The P.C. sums given are for goods and materials to which the terms of Contract Condition apply.
The cost required to be paid by the Contractor for conveying goods and materials to the site, of any special packing and the like, are included in the appropriate prime cost sums and particulars are not given in the measured items.

206 PROVISIONAL NET SUMS

The Provisional net sums given are inclusive of any profit or cash discounts to the Main Contractor. Any item of Profit is therefore included which the Contractor should price accordingly as part of his tender.

SECTION 300 – SITE CLEARING

301 CLEARING

All areas within the site which requires clearing as determined by the Engineer shall be cleared of all trees, bush, pits, rubbish and other objectionable matter, and such materials shall be removed from the site or otherwise disposed as approved by the Engineer.

Fences, walls, buildings, ruins and similar items shall also be cleared from site and suitably disposed as approved by the Engineer.

Trees and shrubs designated by the Engineer shall be left standing and care shall be exercised by the Contractor not to damage or injure such trees and shrubs.

Any damage to the works, public or private property caused by the Contractor's operations in clearing and grubbing shall be repaid or replaced at the expense of the Contractor.

All clearing operations shall be performed well in advance of other construction operations

302 PROTECTION

Protect adjoining property from damage.

Existing trees, shrubs and plant materials to remain shall be protected by barricades, planking, fences or other acceptable means.

Existing site improvements shall be adequately protected. Damage to site improvements shall be repaired to former condition or replaced with approved equal work.

Existing structures to remain shall be protected from settlement or other damage. Damages shall be repaired to former condition or replaced with approved equal work.

Existing utilities to remain shall be protected and maintained to prevent leakage, settlement or other damage. Damage shall be repaired or replaced to former condition and as required by the utility company, municipal or land owner affected.

Damages shall be reported immediately to the Engineer and repairs made immediately by the Contractor at his expense.

303 DISPOSAL OF REFUSE

Refuse material removed shall be disposed of by removal from the site, except as permitted by law and as approved by the Engineer.

The Contractor shall be responsible for compliance with all local laws and regulations concerning the disposal of waste materials.

304 UTILITIES

The Contractor shall prevent damage to pipes, conduits, wire, cables or structures above or below ground that are the property of the Utility Companies or concern Utility Companies. The Contractor must consult the appropriate Utility Authority to determine the exact location and extent of all services that are likely to be affected by the Works. The drawings are provided only as a guide to the general location of major service. The Contractor is to take the necessary care and precautionary measures and provide the necessary protection as required by the Utility Authorities. The Contractor will be required to bear the cost of such protection and other measures unless specifically stated otherwise.

SECTION 400 – SAFETY

a) The hazards associated with the cleaning, entry, inspection, testing, maintenance or other aspects of tanks shall be taken in account. Safety considerations and controls shall be established prior to undertaking physical activities associated with the installation, inspection, maintenance, modification, repair or removal of tanks.

b) This Standard does not address all applicable health and safety risks and precautions with respect to particular materials, confined space, conditions or procedures. Information concerning safety and health risks and precautions shall be obtained from the applicable standards, regulations, suppliers of materials and material safety data sheets.

c) Plans to enter a tank require development and use of appropriate safety procedures, precautions and requirements. The contractor associated with the tank inspection, repair or modification, cleaning or entry, shall review these prior to the start of work.

d) The following activities may be regulated. Local requirements, international standards, or international best practice shall be consulted. The inspection, repair and modification of a tank shall include consideration of relevant requirements and best management practices:
   i) Breaking Lines, Isolating, and Release of Equipment
   ii) General Work Permit
   iii) Hot Work

iv) Lockout/Tagout
v) Gas Testing
vi) Contractor Safety
vii) Respiratory Protection
viii) Tank Cleaning, Repair, and Dismantling
ix) Confined Space Permit

e) Before Start Working - before the repair or modification begins, check for the accumulation of harmful vapors around and in the tank. Refer to the latest edition of the following documents for additional information:
   i) NFPA 326, Standard for the Safeguarding of Tanks and Containers for Entry, Cleaning or Repair
   ii) RP 2015, Requirements for Safe Entry and Cleaning of Petroleum Storage Tanks
   iii) API RP 2016, Guidelines and Procedures for Entering and Cleaning Petroleum Storage Tanks

f) Emergency Action Plan should be considered for entry into tank. Refer to 29 CFR 1910.38 for further information about EAP requirements. The owner and contractor shall develop the Plan together. This Plan describes the actions required for personal safety from fire and other emergencies. This plan includes the following requirements as well as other:
   i) SCBA (Self Contained Breathing Apparatus) and lifelines on site, as well as rescuers trained in their use.
   ii) Establishment of and review of emergency escape routes and procedures with authorized entrants.
   iii) Establishment of an assembly area and procedures to account for all authorized entrants after emergency evacuation is complete.
   iv) Establishment of rescue and first-aid duties for those authorized entrants assigned to perform them.

g) Residual fuel in the tank should be removed to the extent possible. Precautions should be taken to prevent dead spots. A small amount of water can be pumped into the tank, allowing the residual fuel to float to the top for removal and subsequent proper disposal of the now-contaminated water. There are liquid additives that can be poured into the tank which will mix with the gas to render it safe for removal.

SECTION 500 – PERSONNEL QUALIFICATIONS

500.1 Welding Qualification

a) Personnel making repairs and modifications in accordance with this Standard shall be one or more of the following:
    i) Company qualified welding personnel of a facility that manufactures tanks built to STI, API, UL, ULC, or SwRI tank standards.
    ii) ASME Section IX qualified welders
    iii) AWS D1.1, AWS D1.6, or AWS B2.1 qualified welders
    iv) Coating applicator experienced in the application of chemical resistant coating systems or company certified as a tank coating applicator.
    v) Additionally, certified as may be required by individual states or other governing bodies
b) Personnel qualified to perform testing shall have one of the following:
    i) Experience with the test procedure to be utilized.
    ii) Necessary training and/or certification by the manufacturer of the equipment used in the procedure.
    iii) Certification to standards imposed by regulatory bodies or other overseeing authorities. (i.e. American Society for Nondestructive Testing (ASNT), SNT-TC-1A, etc.).

SECTION 600 – MATERIAL REQUIREMENTS

600.1 Repair Materials

a) Plates

    Shall confirm to ASTM A36M/A36 or ASTM A131M/A131 and shall be manufactured by open-hearth, electric or basic oxygen process.

b) Repair material

    Shall be of the same material specification (or equivalent incorrosion-resistance, strength and weldability) as the material to which it is welded. Material not identified shall be tested and identified by the requirements shall be subjected to chemical analysis and mechanical tests as required in ASTM A6 and ASTM A370 including Charpy V-notch. Impact values shall satisfy the requirements of API 650.

c) New structural material

    Shall meet the requirements of ASTM A36 or ASTM A992 as a minimum.

d) Pipe and forgings

Shall confirm to API Spec 5L, Grades A, B, and X42; ASTM A53M/A53, Grades A and B; ASTM A106 M/A106, Grades A and B; ASTM A234M/A234, Grade WPB; ASTM A333M/A333, Grades 1 and 6; ASTM A334M/A334, Grades 1 and 6; ASTM A420M/A420, Grade WPL6; ASTM A524, Grades I and II. Forging shall confirm to ASTM A350M, Grades LF2 and LF2, ASTM A105M/A105, ASTM A181M/A181.

e) Flanges

Slip on, ring-type, welding neck, long welding neck and lap joint flanges shall conform to the material requirements of ASME B16.5 for forged carbon steel flanges. Plate material used for nozzle flanges shall have physical properties better than or equal to those required by ASME B16.5. Shell-nozzle flange material shall conform API 650 - 4.2.10.1 and 4.2.10.2. Lap joint flanges shall not be used without the approval of the Purchaser.

f) Bolting

Flange bolting shall conform to ASTM A193 B7 and the dimensions specified in ASME B18.2.1. Nuts shall conform to ASTM A194 Grade 2H and the dimensions specified in ASME B18.2.2. Both shall be heavy hex pattern. All bolts and nuts shall be threaded in accordance with ASME B1.13M (SI), or with ASME B1.1(US) as follows:

i) bolts up to and including 1 in. diameter: UNC Class 2A fit
ii) nuts for bolts up to and including 1 in. diameter: UNC Class 2B fit
iii) bolts 1.125 in. diameter and larger: 8N Class 2A fit
iv) nuts for bolts 1.125 in. diameter and larger: 8N Class 2B fit

g) Gaskets

Gaskets shall be suitable for design requirements and shall not contain asbestos. Sheet gaskets shall be continuous. Metal gaskets made continuous by welding are acceptable if the weld is ground flush and finished the same as the unwelded portion of the gasket. Rope or tape gaskets shall have overlapped ends. Each gasket shall be made with an integral centering or positioning device.

No joint sealing compound, gasket adhesive, adhesive positioning tape, or lubricant shall be used on the sealing surfaces of gaskets, or flanges during joint make-up.

h) Welding Electrodes

i) For the welding of materials with a minimum tensile strength less than 550 MPa (80 ksi), the manual arc welding electrodes shall conform to the E60 and E70 classification series (suitable for the electric current characteristics, the position of welding, and other conditions of intended use) in AWS A5.1 and shall conform to 7.2.1.10 as applicable.
ii) For the welding of materials with a minimum tensile strength of 550 MPa to 585 MPa (80 ksi

to 85 ksi), the manual arc-welding electrodes shall conform to the E80XX-CX classification series in AWS A5.5.

i) Coating

The coating system shall be epoxy polyamide painting system for the protection of steel surfaces subject to industrial exposure, marine environments, and areas subject to chemical exposure such as acid and alkali. Environmental Zones 2A (frequently wet by fresh water), 2B (frequently wet by salt water), 3A (chemical, acidic), 3B (chemical, neutral), and 3C (chemical, alkaline).

Section 700 - Examination and Testing

All Non Destructive Examinations shall be done in accordance to API 650 Section 8 and any supplemental given in API 653 Section 12.

Section 800 – Repair and Alteration

All repair and alternation of the tank shall be made according to API 653, Section 9.

Section 900 – Protective Coating

a) Tank Exterior

i) Surface Preparation

Surface preparation for coating of tank exterior and pipelines shall be done according to SSPC SSPC-SP 6, “Commercial Blast Cleaning, “or SSPCSP 8, “Pickling.”

ii) Paint Application

Paint application: follow the requirements of SSPC-PA 1, “Shop, Field, and Maintenance Painting of Steel.”

iii) Recoating

Each coat shall be air dried a minimum of four hours at 25°C (77°F) prior to recoating. Longer recoat times will be required at lower temperatures. Normal recoat time is within 72 hours. Longer recoat times may require special surface preparation. These coatings shall not be applied at temperatures below 10°C (50°F).

iv) Dry Film Thickness of Paint System

Not less than the following as measured in accordance with SSPC-PA 2, “Measurements of Dry Coating Thickness with Magnetic Gages”-primer 64 micrometers (2.5 mils); intermediate coat 64 micrometers (2.5 mils); finish coat 50 micrometers (2.0 mils); for the

three-coat paint system 175 micrometers (7.0 mils). The dry film thickness of the three coat system shall not exceed 380 micrometers (15 mils).

v) Inspection

All work and materials supplied under this specification are subject to timely inspection by GPL authorized representative. The contractor shall correct such work or replace such material as is found defective under this specification. Samples of paints under this painting system may be requested by GPL and shall be supplied upon request along with the manufacturer's name and identification for the materials. Samples may be requested at the time the purchase order is placed, or may be taken from unopened containers at the job site. Unless otherwise specified, the sampling shall be in accordance with ASTM D 3925.

b) Surface Preparation and Painting of Stairs and Platforms

SSPC-SP 2, "Hand Tool Cleaning," or SSPC-SP 3, "Power Tool Cleaning." Paint Application shall follow requirements SSPC PA 1, "Shop, Field, and Maintenance Painting of Steel." Touch up painting shall be in accordance with specification SSPC-PA 1, "Shop, Field, and Maintenance Painting of Steel" and in particular with the section thereof entitled "Field Painting. Dry film thickness of paint system: not less than the following as measured in accordance with SSPC PA 2, "measurement of dry coating thickness with magnetic gages": primer 50 micrometers (2.0 mils); intermediate coat 38 micrometers (1.5 mils); finish coat 25 micrometers (1 .0 mil); for the three-coat painting system 114 micrometers (4.5 mils).

c) Tank Bottom Lining

Tank Bottom Top Surface Preparation

Surface preparation for coating of tank exterior and pipelines shall be done according to SSPC SSPC-SP 6, "Commercial Blast Cleaning, "or SSPCSP 8, "Pickling."

i) Paint Application

Paint Application shall follow the requirements of SSPC-PA 1, "Shop, Field, and Maintenance Painting of Steel." When the substrate or an applied coat is subject to exposure to sunlight and is expected to have surface temperatures above 52°C (125°F), either the surfaces shall be shaded by overhead cover or the intercoat drying time shall be adjusted downward as may be necessary to avoid poor intercoat adhesion. Final Drying Time: The completed painting system shall be allowed to cure for at least the length of time shown

below before being exposed to water, solvents, or chemicals in the form of condensation, mists, splashing, or immersion.

Average Ambient Temperature (Degree Celsius)	Days Curing
21 and over	5
16 to 21	7
10 to 16	10

ii) Touch up Painting

In accordance with SSPC PA1, "Shop, Field, and Maintenance Painting of Steel "and in particular with section thereof entitled "Field Painting."

iii) Dry film thickness of paint system

Not less than the following as measured in accordance with SSPC-PA 2, "measurement of dry coating thickness with Magnetic gages": first coat 200 micrometers (8 mils); 200 Micrometers (8 mils); for the two-coat painting system 400 micrometers (16 mils).

iv) Inspection

All work and materials supplied under this specification are subject to timely inspection by GPL authorized representative. The contractor shall correct such work or replace such material as is found defective under this specification. Samples of paints under this painting system may be requested by GPL and shall be supplied upon request along with the manufacturer's name and identification for the materials. Samples may be requested at the time the purchase order is placed, or may be taken from unopened containers at the job site. Unless otherwise specified, the sampling shall be in accordance with ASTM D 3925.

Section 100 – Stairway and Platform

a) The contractor is responsible for the detail design of the and platform and shall conform to API 650 Subpart 5.8.10 a, b, c.

b) Materials - Unless otherwise specified, pipe guards and handrails shall be fabricated with carbon steel, round structural tubing (hollow structural sections) in accordance with ASTM A500/A500M Grade C, HSS 1.900 x 0.145 (1.900 inches (48.3 mm) O.D. x 0.145 inches (3.68 mm) wall thickness) or pipe in accordance with ASTM A53/A53M Type E or S, Grade B, NPS 1 1/2 STD (1.900 inches (48.3 mm) O.D. x 0.145 inches (3.68 mm) wall thickness).

QUALIFICATION INFORMATION

1. **For individual bidders or individual members of a partnership**

1.1 Constitution and legal status of Bidder *(attach copy).*
License No. and its validity period to execute the Works: _____ (attach copy)
Place of registration: _____
Principal kind of business: _____
Power of Attorney issued to signatory of the Bid: *(attach).*

1.2 Total volume of the Works executed for the last (2) two years in GYD:

_____
_____

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

No.	Project name and location	Name of Purchasers and their telephone numbers	Items of Works and Year of Completion	Value of Contract

1.4 The availability of the following items of equipment to the Contractor is of substantial importance for the Works. The Bidder must respond to all request listed below:

Item of equipment	Model and year of production	Number of available items	Condition (new, good, poor)	Owned, rented (from whom?) to be purchased (from whom?)

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

Position	Full Name	Years of experience	Years of experience at similar position
Manager			
Foreman			
Quality Inspector			

1.6 Main subcontractors (when required)

Nature of Works	Value of Subcontract	Subcontractor (name, address, telephone number)	Years of experience in carrying out similar works

1.7 Presence of tax debts, of payments to Social Fund (reply and attach supporting documents).

1.8 Information on current litigation (and recent – within past 2 years) in which the Bidder involved.

Other party (ies)	Cause of dispute	Disputed amounts

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.10 Equipment availability must be supported by proof of ownership and or letter of commitment to lease.

2 For a partnership (syndicate)

2.1 Information specified in 1.1—1.8 shall be provided for each partner of the partnership (syndicate).

2.2 Information given 1.9 shall be provided by the partnership (syndicate).

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing him or them to sign the bid on behalf of the partnership (syndicate).

2.4 Attach the Agreement between the partners of the partnership (syndicate) (to be binding on all partners) which shows that:

(a) all partners shall be jointly or severally liable for execution of the Contract in accordance with the Contract conditions;

(b) one of the partners shall be nominated as being in charge authorized to incur liabilities, and receive instructions on behalf of any or all partners of the partnership (syndicate); and

(c) the execution of the entire Contract, including payment shall be done exclusively by the partner in charge.

I certify the authenticity of all the above information.

_____ _____ _____

(Full Name) (Position) (Signature and Seal)

Dated on «_____» day of _____200_.

Form

CONTRACTOR'S BID

Date:
IFB No:

TO: _____

_____

(Name and address of Employer*)*

Having examined the bidding documents including Annexes and Addenda No _____ *[specify numbers]*, the receipt of which is hereby acknowledged, we offer to execute _____*[description of works]* in accordance with the Contract conditions attached herein for the total amount of _____,_____GYD *[the Total Amount of Bid in Words and Figures]*.

Alternative bids (at the Employer's request):

Also we offer to execute the works pursuant to alternative bids for the amount of _____ GYD,

(*add or reduce to basic bid price)*

and we declare that:

(a) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have no conflict of interests pursuant to sub-clause 3 (i) of the Instruction to Bidders;

(b) We, including all subcontractors, regarding any part of the Contract, in accordance with these bidding documents, have not been declared by the [National Procurement and Tender Administration] to be ineligible, or are not ineligible pursuant to laws of Guyana.

If our Bid is accepted, we shall furnish the Performance Security for the amount of _____ in order to execute the Contract properly and within the dates specified in the bidding documents.

If our bid is accepted we request advance payment in the amount of […] thousand GYD for proper performance of the contract. From our part, we undertake to furnish a bank guarantee for the advance payment in the above amount.

We hereby confirm that this bid shall be valid within _____ days of the date established from the bid opening date, and it shall remain binding on before the expiry of indicated period.

Prior to preparation and execution of a formal Contract, this Bid together with your written confirmation of its acceptance shall be equivalent to conclusion of a Contract to be binding upon both parties.

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

Dated the _____day of _____ 20__.

Duly authorized to sign the Bid for and on behalf of _____(*name of Contractor)*

_____	_____	_____
(FULL NAME))	*(Ttile)*	*(Signature and Seal)*

Form

PUBLIC PROCUREMENT CONTRACT FOR WORKS
BETWEEN THE EMPLOYER AND CONTRACTOR

CONTRACT

This Contract made the _____ day of _____two thousand and_____
(date) (month)

BETWEEN the Employer (name and address of organization)
_____
_____
and the Contractor (name and address of organization)
_____
_____
for execution of the Works (name and location of Works)
_____
_____

In view of that the Employer wishes to have the Contractor execute_____
(name of contract)
(hereinafter called the Works) and the Employer has accepted the Contractor' Bid for the execution and completion of the Works, and for correction of any defects therein.
THIS CONTRACT WITNESSES the following:

1. The words and expressions in this Contract have the same meanings as they do in the General Conditions of Contract.

2. Below listed documents shall form this Contract and shall be deemed the integral part of it, namely:

1. Contract,
2. Letter of Acceptance,
3. Contractor's Bid,
4. Special Conditions of Contract,
5. General Conditions of Contract,
6. Technical Specifications,
7. Drawings,
8. Priced Bill of Quantities, and priced Consumable Materials ; and,
9. Other documents included in the Contract Documents:

_____
_____
(specify additional documents which the Purchaser is intended to included in the Contract Documents according to the General Conditions of Contract)

3. Taking into account the payments to be made by the Employer to the Contractor in accordance with the above-stated, the Contractor shall enter into the Contract with the Purchaser to execute and complete the Works, and to correct any defect therein in full accordance with conditions of the Contract.

4. The Purchaser shall pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

EMPLOYER	**CONTRACTOR**
_____	_____
(*signature and seal*)	(*signature and seal*)
_____	_____
(*name, last name, title*)	(*name, last name, title*)

Contract No:	Dated:
Purchaser*(name of organization):*	
Contractor*(name of organization):*	
Amount of Work order GYD:	
Agreed*(signature of the person agreed with Work order):*	
Date of agreement:	

W O R K O R D E R No.____

(to be made up by the Purchaser for any change against decrease or increase of items of works)

No	Name of item and consumable materials	Unit	Quantity	Unit price in Bill of Quantities	Unit price offered	Value of change	Contractual value	Amount of increase (+) decrease (-)
I	Use of unit prices							
II	Consumable materials							

Signature of Contractor _____

Signature of Engineer _____

SETTLEMENT
payable contract No.____ dated ____ _____201___

(in GYD)

No.	Types of settlement	Amount
1	Initial Contract Price	
2	Total amount of Work orders	
3	Total Contract Price - total	
4	Works done for the previous period	
5	Works done for the last month	
6	Works done for the previous period according to Work orders	
7	Works done for the last month according to Work orders	
8	Works done from the Start Date – total	
9	Advance payment made	
10	Advance payments retained for repayment for the previous period	
11	Advance payments to be retained for repayment for the last month	
12	10% retained from the volumes of works done for the previous period	
13	10% to be retained from the volumes of works for the last month	
14	Other retention	
15	Total to be retained	
16	Total to be paid	
17	The remaining amount by the Completion Date	

The Employer
_____ Seal
_____
(signature, full name, title)

the Contractor
_____ Seal
_____
(signature, full name, title)

Form

Bid Security
(Bank guarantee)

Whereas _____ *[name of Bidder]* (hereinafter called "the Bidder") is ready to submit his bid dated *[date of bid submission]* for the execution of *[description of works]* (hereinafter called "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 called "the Bank"), are bound to _____ *[name of* Employer*]* (hereinafter called "the Employer") for the amount of _____ by which the payment shall be made in whole and on time to the indicated Purchaser; and the Bank is bound with these obligations on behalf of its name, its successors and authorized. This is to confirm that the license issued to the Bank shall provide for activity on issuance of the security, and the person (s) signing this security is entitled to act on behalf of the Bank, and if the approval of Board of Directors, or of General Stockholders Meeting is required, then it is already received, and there is no other approval required.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder:
   (a) withdraws his Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
   (b rejects the adjustment of bid price pursuant to Clause 27.

2. If the Bidder, having received a notice of that his Bid is accepted by the Employer, during the validity period of that bid:
   (a) fails or rejects to sign the Contract, at the request; or
   (b) fails or rejects to furnish the Performance Security in accordance with the Instructions to Bidders;

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

This security shall remain valid 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 above date.

_____ _____ _____
(Full name of Bank's representative) *(Title)* *(Signature and seal)*
Dated on ____ day of_____20__.

Address of the Bank issued the guarantee: _____

Form

Performance Security
(Bank guarantee)

TO: _____
[Name of v]

WHEREAS _____ *[name of Contractor]* (hereinafter called "the Contractor") has undertaken in pursuance of the Contract N *[Contract number]* dated _____ 200 ___ to execute the Works *[description of works]* (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish You with a bank guarantee by a reputable bank for the sum specified therein as a security for compliance with the Contractor's obligations under the Contract;

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

THEREFORE WE hereby confirm that we are the Guarantors and are responsible to you on behalf of the Contractor 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, and 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 Employer and the Contractor 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 by the Contractor of the Contract Conditions. 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, then it is already received, and there is no other approval required.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, which shall be provided to us, or on the [*insert number* day of *[insert month], [insert year]*, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office before that date.

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

Dated on _____ day of _____20__.

Address of the Bank issued the guarantee: _____

Form

Bank Guarantee for Advance Payment

TO _____
[Name Employer*]*
[Name of Contract] _____

We, _____*[name of Bank]* in accordance with the conditions of Contract which provide for advance payment (*name and address of the Contractor*), and whereas the Contractor has undertaken to provide you a Bank guarantee for advance payment to the Employer.
THEREFORE WE hereby affirm that we are the Guarantors, and are responsible to you on behalf of the Contractor to a total sum _____ GYD (*amount of guarantee in figures and words*), and we undertake to pay you on you first request and without objection on our part, and without the preliminary address to the Contractor, any sum or sums within the above limits.
We also agree that no alteration or addition in the terms of Contract which is subject to implementation, or any other contract documents which may be made by the Purchaser and the Contractor shall release us from obligations under the guarantee, and we hereby waive any notice of such alteration, or addition. 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, then it is already received, and there is no other approval required.

This guarantee shall be valid and remain in force from the date of advance payment received by the Contractor under the Contract, and until the date when the Employer receives a full compensation of the relevant amount of Advance Payment.

The Advance Payment referred to above must be received by the Contractor in its account number _____*[insert account number]* at _____*[insert name and address of Bank]*.
The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the_____*[insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

Dated on _____ day of _____20__.

Address of the Bank issued the guarantee: _____

Form

Letter of Acceptance

(letterhead paper of Employer)

_____ (date)

To: _____
(Name of Contractor)

_____
(Address of Contractor)

This is to notify you that your bid dated the _____ day of _____201__, for the execution of _____ (description of works) to the total sum of

_____
(Amount in Figures and Words)

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

At the same time, we are sending you the Form of Contract and requesting you, in accordance with Clause 32.2 of the Instruction to Bidders, during 7 (seven) days to sign and date the Form of Contract, and return it at our address. Along with the signed Contract, we request you to furnish us, pursuant to ITB Clause 33, with the Performance Security.

You hereby instructed to start the Works pursuant to the Contract conditions.

Name of organization _____

Full name and Title _____

Signature of Authorized Representative _____

Annex: the Contract

Form
Power of attorney

TO: *[name of* Employer*]*

WHEREAS _____ *[name of Contractor]*, who is the Contractor for the execution of Works *[description of works]*.

do hereby authorize _____ *[name and address of Contractor's Representative]* to submit the Bid, and subsequently negotiate with you, and sign the Contract based on the *Invitation for Bids* which we hereby extend our full guarantees for the execution of Works based the Invitation for Bids.

_____

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

Dated on _____ day of _____20___. …….

(date) (seal)

_____

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

EVALUATION CRITERIA			
NON-FINANCIAL ASSESSMENT	**COMPULSORY REQUIREMENT**	**RESPONSIVE**	
		Yes	**No**
	Submission of Valid Company Registration		
1	Submission of Valid Certificate of Compliance –GRA		
	Submission of Valid Certificate of Compliances –NIS		
	Completion of Form of Tender (signed)		
	Audited Financial Statement from a Registered Chartered Accountant/Accounting Firm		
	Record of Past Experience or Similar Works		
	Submit statement of any or no Litigation against company		
	Bid Security in the amount required		
	List of Current ongoing Projects and Status		

Points will be award to bidders. The bidder with the highest points will be awarded the project. The points are split between X-points, tendered price and Y-points, other adequacies equally, as follows:

X-Points (30 points):

Lowest Bid (Tender Price) - 50 Points

Y- Points (70 points)

Financial Adequacy - 20 points

Technical Adequacy - 20 points

Managerial Adequacy- 10 points

X-points

Lowest Tendered Price (Max – 30 points)
The X-points is calculated using the following ;

$$X = \frac{\text{Lowest Tendered Price}}{\text{Tendered Price}} \times 50$$

Y-points

Financial Adequacy (Max -20 points):
Table No.1 + Table No.2 = 20 points

The financial adequacy is composed of two parts. The first being based on the financial resources, available to the bidder.

Credit available as percentage of bid price	Points gained(Max 10 Points)
>50%	10
40-50	8
30-40	6
20-30	4
<20	2

Table 1 – Financial assessment based on credit available

Value of outstanding works as percentage of average annual turnover in last 3 years.	Points gained(Max 10 Points)
>50%	2
40-50	4
30-40	6
20-30	8
<20	10

Table 2– Financial assessment based value of outstanding work.

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

In addition, the bidder must include audited financial statements for the last three fiscal years and also evidence of access to funds stated.

The Contractor should provide proof in the following forms"

1. Bank Statement (s)
2. Letter of Credit (L/C)
3. Bank Reference
4. Any other evidence in support of funding

Technical Adequacy (Max – 20points)

Equipment

Equipment	Total Points = 10	
	Owned (100%)	**Rental (50%)**
Welding Machine (minimum 3)	3	1.5
Flame Cutting Equipment	3	1.5
Vacuum Box	2	1
Scaffolding	2	1

Table 3 – Points to be gained based on Equipment

Note: Contractors who own machinery/equipment, must provide affidavit of Ownership/registration.

Contractors, who lease machinery and equipment, must provide proof of access to the equipment/machinery and attached certificate of registration.

Personnel

Personnel	Minimum Qualification and Experience(Total Points = 10)	Qualification and Experience	
		5 yrs and over	**Below 5 yrs**
Mechanical Engineer	Mechanical Engineering degree from recognized University and 5 years experience in similar capacity.	3	1.5
Foreman	Ordinary Technical Diploma in technology plus 5 years experience in fabrication of storage tanks	3	1.5
Welder	Certificate in Welding GTI or City and Guilds with 5 years' experience in welding and fabrication of storage tanks	2	1
Painter	5 years of experience in application of protective coating to steel structures	2	1

Table 4 – Points to be gained based on quality of personnel.

Please note that Curriculum Vitae(s) of Contractor Personnel listed in table must be provided. Certified copies of certificates must be provided for evaluation.

Managerial Adequacy (Max – 10 Points)

Methodology (Total 5 points)

Technical Proposal	Points (Total = 5points)	
	Completeness	**Partial ally complete**
Method Statement	2.5	1
Work Programme	2.5	1

The Method Statement should include:

1. A general understanding of work.
2. Procurement method
3. Mobilization & demobilization complete

The Work Programme should include:

1. Realistic Gantt Chart(s)
2. Drawings(s) when necessary

Managerial Experience(5 Points)

Item	Points
Minimum 3 projects of similar nature in the last 5 years	3
Minimum 2 projects of similar nature in the last 5 years	1
Minimum 1 project of similar nature in the last 2years	1

Bidders must submit copies of certificate of completion/contact information etc, for list of projects completed from the relevant agencies

Table 5 – Points to be assigned on managerial adequacy

Penalties

Penalty points will be deducted for a bidder that in the past had contracts terminated by GPL based on non-performance. The deductibles are 5 points for every contract terminated.

Minimum Thresholds

Bidders failing to meet the following criteria will not be evaluated, as they would be deemed unqualified for the works.

1. Minimum X-points of 15
2. Minimum Y-points of 35