
Standard Bidding Document



GUYANA POWER AND LIGHT INC

Procurement of Works

IFB # GPL - PI- 040 -2018

**SUPPLY AND IMPLEMENTATION OF A COMPUTERIZED
HUMAN RESOURCE AND PAYROLL SYSTEM**

International Tender

Closing Date: February 12, 2019 @ 14:00 hrs or 2:00pm
Bid Opening: February 12, 2019 @ 14:30 hrs or 2:30pm

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PART 1 – BIDDING PROCEDURE

Section I. Instructions to Bidders (ITB)

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification and number of lots of the Bid are provided in the BDS.

1.2 Throughout these Bidding Documents:

The term “in writing” means communicated in written form with proof of receipt; if the context so requires, singular means plural and vice versa; and “day” means calendar day.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser.” will in *no* case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3. Corrupt Practices

3.1 The Purchaser requires that all suppliers, contractors, and consultants participating in this bid adhere to the highest ethical standards, both during the bidding process and throughout the execution of a contract. The list of definitions set forth below involves the most common types of corrupt practices, but are not exhaustive. For this reason, the Purchaser will also consider claims of similar nature involving alleged acts of corruption, in accordance with the established procedure.
The Bidder should all, all time be transparent in all areas pertinent to the scope of work and produce documentation on every aspect of scope.

- 3.2 “Bribery” means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, selecting consultants, or executing contracts.
- 3.3 “Extortion” or “Coercion” means the act of attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation.
- 3.4 “Fraud” means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the Borrower or other participants.
- 3.5 “Collusion” is an agreement between bidders designed to result in bids at artificial prices that are not competitive.
- 3.6 If, in accordance with the administrative procedures of the Purchaser, it is demonstrated that anyone acting on his or her behalf, and/or a Bidder in a procurement process or supplier/contractor during the execution of the contract carried out in connection with this bid has committed corrupt practices, the Purchaser will:
reject a proposal to award a contract in connection with the respective procurement process; and/or declare a firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts.
- 3.7 The Bidder shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the bidding process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The information must be included in the Bid Submission Sheet.
- 3.8 The Supplier shall allow the Purchaser, or any person that the Purchaser may designate, to inspect or carryout audits of the supplier/contractors’ accounting records and financial statements in connection with the contract.

4. Eligible Bidders

- 4.1 A Bidder shall be a private, public, or government-owned legal entity, subject to ITB Sub-Clause 4.5, or any combination thereof with the formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture, Consortium or Association (JVCA). In the case of a JVCA, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.

- 4.2 A Bidder shall not have a conflict of interest. A Bidder shall hold the Contracting Agency's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not qualify for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Contracting Agency.
- 4.3 A bidder found to be in conflict of interest with one or more parties in this bidding process shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- its shareholders, directors and other technical or professional staff, or its subcontractors belong or have worked for or have been part of the permanent or temporary staff of the institution that is Purchasing, the time for the prequalification of Applicants, the time of the submission of bids, or within six (6) months prior to these dates; or
 - they have, directly or indirectly, controlling shareholders or partners in common; or they receive or have received direct subsidies from any of the individuals named in (a) above; or their legal representatives are the same or have a common party in their executive boards or management, or when the decision-making quorum of their shareholders at assemblies or meetings belongs directly or indirectly to the same natural persons or entities; or
- 4.4 they have a relationship with each other, directly or through common third parties that puts them in a position where they have access to information about or can influence other bids or influence the decision of the Contracting Agency regarding this bidding process; or they submit more than one bid in this bidding process, except for alternative bids permitted under ITB Clause 13. This does not restrict either the participation of subcontractors in more than one bid, or the participation as Bidders—and subcontractors—simultaneously in the same bidding process. However, a Bidder that submits a bid with a specific subcontractor will not be allowed to submit another one exchanging roles between themselves; or
- 4.5 they have participated directly or indirectly, in any capacity, in the preparation of the design, feasibility studies, terms of reference, or technical specifications of the goods or related services that are the subject of this bidding process.

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- 4.6 A firm that is under a declaration of ineligibility by the Purchaser in accordance with ITB Clause 3, at the deadline for submission of bids or thereafter, shall not be considered. The Purchaser may take into consideration the ineligibility of a Bidder, throughout the procurement process, up to the date of contract award.
- 4.7 Government-owned entities shall be eligible only if they can establish that they are legally and financially autonomous and operate under principles of the commercial law of their respective countries.
- 4.8 Bidders shall provide such evidence of their continued eligibility satisfactory to the Contracting Agency, as the Contracting Agency shall reasonably request.
- 5.1 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training and initial maintenance.
- 5.2 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.3 The nationality of the firm that produces, assembles, distributes, or sells the goods, shall not determine their origin.
- 5.4 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the Manufacturer of the Goods to supply, in the Purchaser’s country, the Goods indicated in its bid
- 5.5 In the case of transportation of goods, they shall be transported in vessels with at least one of the following criteria from the country:
- the flag of the vessel, or
 - the owner of the vessel, or
 - the registration of the vessel, or
 - the firm that issues the bill of lading.
5. Eligible Goods and Related Services

B. Contents of Bidding Documents

6. Sections of Bidding Documents of The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated in the contents, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents of A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS and copy to additional contact person listed below. The Purchaser will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 8.2

Additional Contact Person: -

Contact Person: Gershom Skerrett, Senior Analyst Programmer
GPL Sophia Complex, gskerrett@gplinc.com

8. Amendment of Bidding Documents At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all that have obtained the Bidding Documents directly from the Purchaser. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to **ITB Sub-clause 24.**

C. Preparation of Bids

9. Cost of Bidding The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid The Bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
11. Documents Comprising the Bid The Bid shall comprise the following:
Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14 and 15;
Bid Security, in accordance with ITB Clause 21;
alternative bids, if permissible, in accordance with ITB Clause 13;
written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
documentary evidence in accordance with ITB Clauses 18 that the Goods and Related Services conform to the Bidding Documents;
documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; and
any other document required in the BDS.

12. Bid Submission Sheet and Price Schedules

The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- the assigned number of each Bidding Document addenda received;
- a brief description of the Goods and Related Services offered;
- the total Bid price;
- any discounts offered and the methodology for their application;
- the period of validity of the Bid;
- a commitment to submit a performance security and the amount;

declaration of nationality of the Bidder;

declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;

confirmation that the Bidder is not under a declaration of ineligibility by the Purchaser.

declaration on gratuities and commissions;

authorized signature.

The Bidder shall submit the Price Schedules for Goods and Related Services, using the forms furnished in Section IV, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate:

the item number; a brief description of the Goods or Related Services to be supplied; their country of origin and, if applicable, the percentage of national content;

quantity; unit prices; total price per item; subtotals and totals per Price Schedule; and authorized signature.

13. Alternative Bids

Unless otherwise indicated in the BDS, alternative bids shall not be considered.

14. Bid Prices and Discounts

The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

All lots/items in the Schedule of Requirement must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 30.3.

The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the Bid excluding any discounts offered.

The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d).

The terms EXW, CIF, CIP and other similar terms, shall be governed by the rules prescribed in the current edition of Inco-terms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

Prices proposed on the Price Schedule Forms for Goods and Related Services shall be disaggregated, when appropriate, in the following manner:

for Goods:

The price of each item comprising the Goods, quoted according to CIF or other Inco terms as specified in the BDS;

The total price for the item;

for Related Services:

The price of each item comprising the Related Services;

The total price for the item.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (package). Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, and shall be considered provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

Bid Prices shall be quoted in the following currencies:

for Goods and Related Services originating in the Purchaser's country, the bid prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the BDS; and for Goods and Related Services originating outside the Purchaser's country, or for imported parts or components of Goods and Related Services originating outside the Purchaser's country, the bid prices shall be quoted in US currency. Alternatively, the Purchaser may request that prices quoted be expressed in the currency specified in the BDS. If the Bidder wishes to be paid in a currency or a combination of currencies different from the one in which it was requested to express its quotation, it shall as part of its offer: indicate its requirement to be paid in other currencies, including the amount in each currency or the percentage of the quoted price corresponding to each currency;

justify, to the Purchaser's satisfaction, the requirement to be paid in the currencies requested; and utilize the rate of exchange specified by the Purchaser to express its offer in the currency required by the Purchaser. The source, date and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 34 and shall not precede the bid submission deadline by less than twenty (20) days.

For the purpose of this Clause, the European Currency Unit (Euro) shall be considered to be an eligible currency.

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16. Documents Establishing the Eligibility of the Bidder To establish the eligibility in clause in ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
17. Documents Establishing the Eligibility of Goods and Related Services To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence specified in Section V, Schedule of Requirements. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
19. Documents Establishing the Qualifications of the Bidder To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for the qualification criteria specified in Section III, Qualification Criteria.
20. Period of Validity of Bids Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security, in original form and in the amount and currency specified in the BDS.

The bid security shall be, at the Bidder's option, in any of the following forms:

- a demand guarantee;
- an irrevocable letter of credit;
- a cashier's or certified check; or
- another security indicated in the BDS;

all from a reputable source, and acceptable to the Purchaser whose acceptance may not be unreasonably withheld. The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 44.

The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

The bid security may be forfeited:

- if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
- if the successful Bidder fails to:
 - sign the Contract in accordance with ITB Clause 43; or

furnish a performance security in accordance with ITB Clause 44; or
accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

22. Format and Signing
of Bid

The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and
Marking of Bids

The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

The inner and outer envelopes shall:
bear the name and address of the Bidder;
be addressed to the Purchaser in accordance with **ITB Sub-Clause 24**;

bear the specific identification of this bidding process indicated in the BDS; and

bear a warning not to open before the time and date for bid opening, in accordance with **ITB Sub-Clause 24**.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution and Modification of Bids

A Bidder may withdraw, substitute or modify its bid after it has been submitted, by sending a written notice, duly signed by an authorized representative and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

submitted in accordance with ITB Clauses 22 and 23, (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1, shall be returned unopened to the Bidders.

No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

The Purchaser shall conduct the bid opening in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS.

First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out, and exchanged with the corresponding bid being substituted and the substituted bid shall not be opened but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price including any discounts and alternative offers; the presence of a bid security, if required; and any other details the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

When specified in the BDS, Bidders shall have the opportunity to review the bids of others. This will occur upon completion of the bid opening and before the confidential evaluation process begins.

E. Evaluation and Comparison of Bids

28. Confidentiality

Information relating to the examination, evaluation, comparison and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Recommendation for Contract Award Report is communicated to all Bidders, in accordance with ITB Sub-Clause 38.4, if applicable, or until information on Contract award is communicated to all Bidders, in accordance with ITB Clause 41.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or Contract award decisions may result in the rejection of its bid.

Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB Clause 32

30. Responsiveness of Bids

The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Bidding Documents; or limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

31. Non-conformities,
Errors, and
Omissions

Provided that a bid is substantially responsive, the Purchaser may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

Provided that a bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in the BDS.

Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

32. Preliminary Examination Bids of The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- Bid Submission Sheet, including:
- a brief description of the Goods and Related Services offered;
 - the price of the Bid; and
 - the period of validity of the Bid;
- Price Schedules;
- written confirmation of authorization to commit Bidder; and
- Bid Security, if applicable.
33. Examination Terms Conditions; Technical Evaluation of and The Purchaser shall examine the bid, to confirm that all terms and conditions specified have been accepted by the Bidder without any material deviation or reservation.
- The Purchaser shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the bid is not substantially responsive, in accordance with ITB Clause 30, it shall reject the bid.
34. Conversion Single Currency to For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.
35. Margin Preference of Unless otherwise specified in the BDS, a margin of preference shall not apply.
36. Evaluation of Bids
- The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- To evaluate a bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Qualification Criteria. No other criteria or methodology shall be permitted.

To evaluate a bid, the Purchaser shall consider the following:
the bid price;
price adjustments for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;
price adjustments due to discounts offered in accordance with ITB Sub-Clause 14.4;
adjustments for non-conformities and omissions in accordance with ITB Sub-Clause 31.3;
application of all the evaluation factors indicated in Section III, Qualification Criteria;
adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.

In the calculation of the evaluated cost of bids, the Purchaser shall exclude and not take into account:

in the case of Goods and Related Services with origin in the Purchaser's country, all custom duties, sales tax and other taxes, applicable in the Purchaser's country, paid or payable, on the Goods and Related Services and, on the components and raw materials used in their manufacture or assembly, if the Contract is awarded to the Bidder;

in the case of Goods and Related Services with origin in a country other than the Purchaser's country, all customs duties, sales tax and other taxes, applicable in the Purchaser's country, paid or payable, on the Goods and Related Services, if the Contract is awarded to the Bidder;
and

any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

The Purchaser's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section III.

If these Bidding Documents allow Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS.

37. Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clauses 14 and 36.

38. Post-qualification
of the Bidder

The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section III, Qualification Criteria. Factors not included in Section III, shall not be used in the evaluation of the Bidder's qualification.

An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

Unless otherwise specified in the BDS, the Purchaser shall prepare a report on its evaluation and comparison of bids, setting forth the recommendation for award of Contract. The Recommendation for Award of Contract report shall not create a right in favor of any Bidder. The Report shall be communicated to all Bidders, in writing and at the same time. Bidders may send comments on this Report, in writing and within five (5) days of the date of notification by the Purchaser. Once the Purchaser has responded to all comments made, if any, the final Award of Contract Report shall be prepared. The final Award of Contract Report shall be communicated to all Bidders.

39. Purchaser's Right to
Accept Any Bid,
and to Reject Any
or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

-
41. Purchaser's Right to Vary Quantities at Time of Award
- At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
42. Notification of Award
- Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
43. Signing of Contract
- Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- Within thirty (30) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
44. Performance Security
- Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.
- Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
45. Protests or Claims
- Bidders may submit a protest or claim to the Purchaser, in writing, at anytime but not later than fourteen (14) days after the Notification of Award date, pursuant to ITB Clause 42.

SECTION II BID DATA FORMS

Section I. Bid Data Sheet

A. Introduction

Brief Company History: The Company was formed on the 1st Oct 1999 when it replaced Guyana Electricity Corporation, the then national utility. The company was returned to state ownership in May 2003.

Structure of the Company: GPL is structured as a single entity with various divisions / departments. The scope of the core business activities includes Generation, Transmission, Supply and Distribution (including Customer Service).

Purpose of the Bidding Document

A comprehensive strategy has been developed to guide the company towards managing Human Resource and Payroll to support its drive for increase efficiency into the future and to invite industry proposal to meet this requirement:

GPL will evaluate the bids and select a suitable vendor base and applicable and comprehensive criteria

HR/Payroll Project Background & Scope

The current HR system was developed by the Information Technology Division (Guyana Power & Light Inc.). The Payroll System was purchase from a Local Software Company. The HR Application was deployed in a client server environment using Microsoft Access as the client and SQL 2000 server. The Payroll was developed in visual Basic and Data is stored on Microsoft Access, both are sound on Microsoft Windows System

Both systems have been deployed in a client – server environment. The applications were developed in Microsoft Access 2000 (ported to 2003) and the database is managed by Microsoft SQL Server 2000. The operating system platform is Microsoft Windows.

The need for the project arises because of the following important drivers:

- Provide timely and accurate information for management control and decision-making.
- The need to ensure accuracy and integrity of data.
- The need for an integrated Work Management System.
- The need to provide industry best practice for management reporting.

GPL requires an integrated HR/Payroll Management System that includes, Work Management, Accounting Capabilities and Reporting Techniques, including key objectives.

The following are the key objectives for the HR/Payroll Management System project.

Comprehensive Functionality

Goal 1: The system provides comprehensive functionality that meets the needs of the organization for HR and position budgeting business processes.

Objective 1.1: To provide one robust system to meet the daily needs of HR and position budgeting functions.

Objective 1.2: To provide a system that enhances communication and work flow between users, and reduces duplication of tasks with legacy systems.

Valuable Reporting

Goal 2: The system provides accurate HR data for data analytics, improving the quality of business decisions.

Objective 2.1: To provide Executive Management the necessary tools to obtain reliable and timely workforce data and “what-if” projections, at the corporate level.

Objective 2.2: To provide managers the capability to easily access and track information about their employees.

Objective 2.3: To provide managers reliable data for workforce planning.

Objective 2.4: To implement an on demand, real-time analytics reporting tool, reported by users to be easy to use.

Increased Efficiency

Goal 3: The system allows staff to focus on work requiring subject matter expertise instead of processes that could be easily accessed by managers or non-HR staff.

Objective 3.1: To minimize paper based HR business processing.

Objective 3.2: To streamline and standardize electronic processing of key processes.

Objective 3.3: To utilize electronic workflows and approval routing to increase automation and Key Operating Statistics

Goal 4: GPL remains continually compliant with current and future laws and regulations.

Objective 4.1: To provide agency HR staff access to the necessary data to support compliance through ad-hoc and “what if” analysis tools.

Objective 4.2: To ensure data is captured consistently across the company

- and edited against a standard set of business rules.
- Objective 4.3: To control access to data, maintain data integrity, and implement changes across the company when needed.
- Objective 4.4: To provide on-demand and secure public records upon request, via canned and ad-hoc reporting tools.

Modern Technology

Goal 5: The system is based on modern technology, managed and supported by a vendor who maintains the system through regular upgrades and enhancements.

Objective 5.1: To enhance enterprise data security, continuity, and reliability.

Objective 5.2: To provide a system architecture that supports data access, integration, and information delivery that meets the identified needs of the users.

Self-Service (functional Requirement)

Goal 6: The system provides the opportunity for users to process transactions through self-service.

Objective 6.1: To provide a self-service portal for managers to access employee information, and complete HR and position budgeting actions electronically, associated to their employees.

Objective 6.2: To implement a self-service portal which employees find useful and efficient to access and update their personal information such as demographics and life events.

General Objectives of the implementation

The objectives of the implementation of the Human Resources/Payroll Management Information System are:

- 1) To enable efficient processing of information in a timely manner.
- 2) To significantly reduce and possibly eliminate paper intensive transactions and processes.
- 3) To enable audit trail of information flow and processing.
- 4) To implement a Human Resources Management Information System which will be web based (internally).
- 5) To enable multiple authorized access to the HR/PAYROLL MIS.
- 6) To meet the mandatory requirements of recordkeeping and reporting for Health & Safety.
- 7) To integrate existing and future Time Keeping Devices into the HR/PAYROLL MIS.
- 8) To integrate the HR/PAYROLL MIS to generate the necessary reports and audit trails required.

Key operating statistics include:

- **Current users Payroll Application: 6**
- **Current users HR Application : 14**
- **Number of Employees: 1300** which represent a mixture of Management and Non-Management staff
- **WAN (240 km radius):**

The relevant current technical architecture information is:

Technology	Current Standards
PRODUCTION/APPLICATION SERVER	Oracle Financials HR System (SQL 2000 – Backend , Access Frontend)
SERVER OPERATING SYSTEM	Microsoft 2003
NETWORK PROTOCOL	TCP/IP
DESKTOP HARDWARE	Intel Based
PRINTERS	HP LaserJet Printers
DESKTOP OPERATING SYSTEM	XP Vista and Windows 7
DESKTOP	MS Office 2007
MAIL SYSTEM	MS Outlook, Kerio Mail

A. Introduction	
ITB 1.1	The Purchaser is: Guyana Power & Light Inc.
ITB 1.1	Name of the Bid: Supply and Implementation of a Computerized Human Resource/PAYROLL System.
ITB 4.1	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.

B. Bidding Documents	
ITB 7.1	For clarification purposes only, the purchaser's/proposal address is: Attention: Procurement & Inventory Manager Street: 40 Main Street City: Georgetown Country: Guyana, South America Telephone: (592) 226-9598 Email Address: cholder@gplinc.com

C. Preparation of Bids	
ITB 10.1	The language of the bid is: English
ITB 11.1 (i)	The Bidder must submit with its bid the following additional documents: 1. Manufacturer's Authorization Form. 2. Bidder Submission Forms.
ITB 13.1	Alternative Bids are only permitted if they are in full accordance with the requirements of the Bidding Documents.
ITB 14.5	The Inco-terms edition is: Inco-terms 2000.
ITB 14.6 (a) (i)	For Goods and Related Services, the Bidder shall quote prices using the following Inco-terms: CIF, Georgetown, Guyana
ITB 14.6 (a) (ii)	The Goods are not subjected to import duties or taxes within the

ITB 14.6 (b)	There are no Related Services
ITB 14.7	The Price quoted by the Bidder shall be fixed.
ITB 15.1 (a)	For Goods and Related Services with origin in the Purchaser's country, the currency of the bid shall be United States Dollars
ITB 15.1 (b)	The Purchaser requests that the currency be in United States Dollars.
ITB 20.1	The bid validity period shall be ninety (90) days from the date of bid opening.
ITB 21.1	Bid security shall be refundable

D. Submission and Opening of Bids	
ITB 22.1	In addition to the original of the bid, the number of copies is One (1).
ITB 22.2	The authorization to represent and sign on behalf of the Applicant shall comply with the following specific requirements: Power of Attorney in the case of an individual or Board resolution in the case of a company.
ITB 23.2 (b)	<p>For <u>bid submission purposes only</u>, the Purchaser's/proposal submission address is:</p> <p>Attention: Secretary to the Tender Board GPL-PI-040-2018 Guyana Power and Light</p> <p>Street: 90 Duke Street, Kingston</p> <p>City: Georgetown</p> <p>Country: Guyana, South America</p> <p>The deadline for bid submission</p> <p>is: Date: Feb 12, 2019</p> <p>Time: 14:00 hrs (1.00 pm)</p>

<p>ITB 23.3 (b)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposal are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td> a) Technical approach and methodology</td> <td style="text-align: right;">15</td> </tr> <tr> <td> b) Functional approach and methodology</td> <td style="text-align: right;">15</td> </tr> <tr> <td> c) Work plan</td> <td style="text-align: right;">15</td> </tr> <tr> <td> d) Demonstration</td> <td style="text-align: right;">15*</td> </tr> <tr> <td style="text-align: right;">Technical score:</td> <td style="text-align: right;">70</td> </tr> <tr> <td>(iii) Pricing</td> <td style="text-align: right;">30</td> </tr> <tr> <td>TOTAL POINTS</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>* Bidders with a Technical score less than 50 will not be allowed to demonstrate their product and will be eliminated from the evaluation process. Furthermore only the four top scorers after criteria (i) and (ii, a, b & c) will be requested to provide a demonstration (sub criteria (ii, d)).</p> <p>The formula for determining the price scores is the following: - $P_p = 30 \times P_m / F$, in which P_p is the price score, P_m is the lowest price amongst those under consideration, and F the price of the proposal under consideration.</p> <p>Total points = Technical score + pricing score:</p>		Points	(i) Specific experience of the Consultants relevant to the assignment:	10	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	15	b) Functional approach and methodology	15	c) Work plan	15	d) Demonstration	15*	Technical score:	70	(iii) Pricing	30	TOTAL POINTS	100
	Points																				
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d) Demonstration	15*																				
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(iii) Pricing	30																				
TOTAL POINTS	100																				
<p>ITB 27.1</p>	<p>The bid opening shall take place at:</p> <p style="text-align: center;">The GPL Board Room</p> <p style="text-align: center;">Guyana Power and Light</p> <p>Street: Duke Street, Kingston</p> <p>City: Georgetown</p> <p>Country: Guyana, South America</p> <p>Date: Feb 12, 2019</p> <p>Time: 14:30 hrs (2.30 pm)</p> <p>Expected Date for consulting services: Apr 01, 2019</p>																				
<p>ITB 27.5</p>	<p>Bidders shall not be permitted to review the bids of others</p>																				

E. Evaluation and Comparison of Bids	
<p>ITB 31.3.</p>	<p>The methodology to adjust the price to reflect the price of the missing or non-conforming item or component is the average price of the item of all responsive bids.</p>
<p>ITB 34.1</p>	<p>The currency that will be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is the United States Dollar.</p>

	<p>The source of exchange rate shall be the Financial Times, and the selling rate shall be used.</p> <p>The date for exchange rate shall be ten days before the opening of tenders.</p>
ITB 35.1	A margin of preference shall not apply.
ITB 38.4	The evaluation report and comparison of bids will not be sent to bidders

Contract Award	
ITB 41.1	The percentage by which quantities may be increased or decreased is: fifteen percent (15%).
ITB 44.1	The successful bidder shall provide a performance security of ten percent (10%) of the awarded contract value.

SECTION III

EVALUATION AND QUALIFICATION CRITERIA

To be qualified for award of the package, the bidders shall provide satisfactory evidence to the Purchaser of their capability and adequacy of resources to carry out the Contract effectively. The Forms in Section IV shall be used to furnish the required qualification information. Bids shall include the follow information:

- a) annual turnover of supply of material & equipment of similar nature over the last two years which should be an average of at least two times the cost of the contract OR in excess of twenty four million annually (GUY\$24,000,000).
- b) evidence of satisfactory performance as manufacturer and, or supplier of requirements, similar to those specified in the Bidding Document, over the last two years with details of other work in hand and contractual commitments:
- c) evidence of access to lines of credit and availability of other financial resources:
- d) evidence of satisfactory performance as manufacturer and, or supplier of requirements, similar to those specified in the Bidding Document, over the last two years with details of other work in hand and contractual commitments:
- e) evidence of at least four organizations that currently use the product. The supplier must provide detailed contacts and provision should be made for possible site visits to these organizations.
- f) copies of original documents defining the constitution or legal status, place of registration and principal place of business: written power of attorney of the signatory of the bid to commit the bidder:
- g) information regarding any current litigation in which the bidder is involved, the parties concerned and disputed amount.
- h) proposal of supply and implementation methods and programme in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical requirements:
- i) details of materials and products meeting technical specifications as outlined in Section V and Quality Assurance Policy/ Programme:
- j) valid National Insurance Certificate, Guyana Revenue Authority Compliance Certificate, Value Added Tax Certificate required from all local suppliers
- k) evidence of being an authorized distributor / reseller of the software application.
- l) a limited trial MAY be considered after the demonstration phase. If required, the reasons for a limited trial would be explained in writing, and such a limited trial would only be requested if further reassurance of product performance or technical capability was thought to be necessary.

Evaluation of Proposal

The bid that is awarded the highest score will be considered the **lowest evaluated offer** and be granted first refusal of the award of contract subject successful reference checks which may be in the form of site visits or communication with companies which the preferred bidder had deliver his solution to.

Section IV. Bidding Forms

Bid Submission Sheet

Manufacturer's Authorization

Price Schedule Forms

Bid Security (Bank Guarantee)

Bid Security (Bid Bond)

Bid Submission Sheet

Date: _____
Ref No.: _____
Invitation for Bid No.: _____
Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____
_____;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Schedule of Supply the following Goods and Related Services:

_____;
- (c) The total price of our Bid, excluding any discounts offered in item d) below is:

_____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents, in the amount of _____
_____ for the due performance of the Contract;

- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (h) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser.
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>

(If none has been paid or is to be paid, indicate “none”.)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____ In the capacity of

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____
_____ day of _____, _____.

Manufacturer's Authorization

Date: _____
Ref No.: _____
Invitation for Bid No.: _____
Alternative No.: _____

To: _____

WHEREAS _____, who are official manufacturers of _____, having factories at _____, do hereby authorize _____ to submit a bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the goods offered by the above firm in reply to this Invitation for Bids.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of

Dated on _____ day of _____.

PRICE SCHEDULE FORMS

ITEM NO.	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE CIF G/TOWN	TOTAL PRICE CIF G/TOWN
1	SUPPLY OF A COMPUTERIZED HUMAN RESOURCES AND PAYROLL SYSTEM CONSISTING OF:	1		
1.1	HUMAN RESOURCES MANAGEMENT SOFTWARE LICENSES – 15 USER	1		
1.2	PAYROLL MANAGEMENT SOFTWARE LICENSES – 10 USER	1		
1.3	IMPLEMENTATION OF THE PROPOSED HUMAN RESOURCES /PAYROLL MODULES AND TRAINING	1		
	TOTAL	4		

PART 2 – SUPPLY REQUIREMENTS

SECTION V SCHEDULE OF REQUIREMENTS

Requirements Schedule.....

Schedule of Requirements

ITEM NO.	DESCRIPTION OF GOODS	QUANTITY	EARLIEST DELIVERY DATE	LATEST DELIVERY DATE
1	SUPPLY OF A COMPUTERISED HUMAN RESOURCES /PAYROLL MANAGEMENT/ADMINISTRATI ON SYSTEM FOR 25 USERS CONSISTING OF:	1	30 DAYS	60 DAYS
1.1	HUMAN RESOURCES MANAGEMENT SOFTWARE LICENSES – 15 USER	1	30 DAYS	60 DAYS
1.2	PAYROLL MANAGEMENT SOFTWARE LICENSES – 10 USER	1	30 DAYS	60 DAYS
1.3	IMPLEMENTATION OF THE PROPOSED HUMAN RESOPURCES MANAGEMENT / PAYROLL ADMINISTRATION MODULES AND TRAINING	1	60 DAYS	120 DAYS

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No. [IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458. [signature(s)]

Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the _____ day of _____, 20____, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20____.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

SECTION VI: FUNCTIONAL REQUIREMENTS

Functional Requirements

Please complete the Appendices by classifying your responses using the code designations given below and provide supporting narrative, as appropriate. Scores will be rewarded against the response codes as indicated below.

Response Code:

- Y** = The system handles the requirements in full at
- N** = The system does not meet this requirement.

HR FUNCTIONAL SPECIFICATIONS

1.0	Biodata (Employee)	Code	Narrative Response
1.1	The system shall record all staff bio data information. (contract, temporary or permanent		
1.1.	The System should be able to generate Unique employee number for employees		
1.1.	System should be able to record employees last name(s) (Family Name), Any other given names inclusive of first name		
1.1.	System should be able to record NIS Number and cater for recording NIS (National Insurance Scheme Number) information		
1.1.	System should be able to record ID Number (National Identification Number/ Passport Number or any form of identification)		
1.1.	System should be able to record TIN Number (Tax Identification Number)		
1.1.	System should be able to manage Pension Scheme info such as Date Join Pension Scheme, Balances etc.		
1.1.	System should be able to manage Medical Information (recording of Medical Certificate Number, Insurance Number etc.)		
1.1.	System should be able to manage different Medical Rate for all Categories of staff for example (Single employee, Employee and one dependent, Married and any amount of dependents). This rate is subject to change at any time based on insurance.		
1.1.	Employee Contact Information		
1.1.9.	System should be able to manage employee Data such as Employee Address, Telephone Numbers etc.		
1.1.9.	Employees should be able to perform this task themselves and have it verified by the HR Division.		
1.1.1	Personal Information		
1.1.10.	System should be able to manage Employee Personal info such as Date Of Birth, Gender (male and Female), Marital Status (Single, Married, Divorce, Widow, Widower), Employment Date, Next to Kin, Ethnicity		
	picture of the employee should also be stored.		
1.1.10.	Employees should be able to access their Information and update		

1.2. Employee Status			
1.2.1	System should be able to record employment status for each employee. Each change in status for an employee must be shown using start date, End Date and reason for status change.		
1.2.2	System should be able to record various employment status and duration of Status for example Temporary, Contract 3 months, 2 weeks, 6 days etc. and also if period was extended Reason for Extension		
1.2.3	System should be able to record Permanent Status which carries no reasons and no status end date		
1.2.4	System should be able to manage Separations/Terminations such as Retirement (Pensionable / Non Pensionable Employees), Dismissal, Severance, Resignation, End of Contract, Decease		
1.3.0 Employee Dependents			
1.3.1	System should be able to record employee dependents information such as Dependent Family Name, Given names, Relationship to Employee, (child, Father, Mother, Wife, Grandmother, Grandfather, Foster Child etc.), Dependents Date of Birth, Gender		
1.3.2	Employees should be able to update this information themselves and have it verified by the HR Division.		
1.4.0 Employee Qualifications			
1.4.1	System should be able to manage employee qualifications (professional or technical). For example qualification obtained, date acquired etc.		
1.4.2	System should allow Qualification to be scanned and attach to employee record		
1.4.3	Employees should be able to perform this task themselves and have it verified by the HR Division.		
1.5.0 Employee Salaries			
1.5.1	System should be able to manage/record employee Salary and salary changes, allowances, acting, bank deductions, Basic Salary, Salary Change Date etc.		
1.5.2	System should be able to state the pay frequency of the employee (Weekly, Fortnightly, Monthly etc.).		

1.5.3	Banking Information		
1.5.3.1	System should be able to manage Bank Information for various banks as per employee. Example Bank Name (Name of bank e.g. Republic Bank, Scotia Bank, Bank Account Number, Deduction Amount etc.)		
1.5.4	History Information		
1.5.4.1	System should be capable of storing Data of Salary Changes, Reason For Salary Changes such as Acting, Across the board Salary Increase,		
1.5.4.2	System should be capable of producing periodic data on Salary Change. User should be able to enter Start and End date for salary change and retrieve Data for the specified period		
1.5.5	Allowances		
1.5.5.1	System should be capable of managing and recording all Allowances. Type Of Allowance e.g. taxable or non-taxable and the actual allowance e.g. (Commuted, Telephone, Acting) as per Category		
1.6	Employee Appointments		
1.6.1	System should be capable of Recording Appointment changes e.g. Change of Department, Change of designation, Reason for Appointments such as		
1.6.2	System should be capable of recording employee Designation. Skill should be attached to designation (Professional, Clerical, Skilled, etc.)		
1.6.7	System should be capable of tracking Probations and their periods (3 Months, 6 Months, 1 year, etc.) and to indicate if the employee is on probation		
1.6.8	System should be capable of tracking Conformation Date (End Date for Probation)		
1.6.9	System should be able to manage Designation and grades attached to the designations e.g. Corporate Systems Manager – SM.		
1.6.10	System should cater for the management of a list of all Grade scales and their monetary ranges to be updated by Human Resource division. The monetary ranges should move when there is an increase of salaries. E.g. Grade Start End SM \$10,000 \$800,000		

1.8	Staff Change Requisitions		
1.8.1	System should be capable of managing Staff Changes Requisition from authorized staff for changes to employees salary and appointment to be actioned by the HR Department (These include acting and responsibility)		
2.00	Attendance Management		
2.10	System should be capable of Managing Attendance for employees		
2.10.1	System should be capable of Capturing working Days Leave for the Non Shift Temporary Staff and Shift Temporary Staff. For example Mon – Friday for non-shift temporary staff and Sunday – Saturday for shift		
2.10.2	System should be able to work with a biometric time and attendance equipment or software. E.g. Kronos or any other procured in the future.		
2.10.3	System should be capable of recording attendance patterns, Attendance Type (Attendance Rule Breached e.g. Uncertified Illness, Lateness, Vacation,		
2.10.4	System should be capable of producing Attendance pattern for individual employees by entering Start Date and End Date both at the departmental level and		
2.10.5	System should be capable of indicating the period/ length		

	Attendance rule breached (one hour, half day, day or days).		
2.10.6	System should be capable of recording Vacation Deferral and reason		
2.10.7	System should be able to managing vacation utilization and historically produce report on same.		
2.10.8	System should be able to accept vacation allowance paid and for which periods.		
2.10.9	System should be capable of recording Time Off (Release from duty for Training / Career Development / Pursuit of further education and Other Activities such as Jury Service.		
2.10.10	System should be capable of recording / tracking Employee abuse of Sick Leave, for example if employee exceed the Uncertified Sick Leave for the year. E.g. (each category of staff (Senior or Junior staff) have different number of days for uncertified sick leave.		
2.10.11	Should be able to attach medical to attendance record		
2.20	Vacation Management		
2.2.1	System should be capable of recording Vacation entitlement for each year for each employee, for example Entitlement for the year, Date issued, Amount Issued, and Year issued for		
3.00	Discipline		
3.10	System should be capable of recording Disciplinary Actions which is monitored in detail, such as Date Disciplined, Rules breached, Period of Disciplinary Action by start date and end date		
3.20	System should be capable of recording Discipline Types and Penalty Imposed (e.g. Oral Warning, Written Warning, etc.)		
3.30	System should flag if the discipline being breached is not less than a specific period (six months) from the previous documented one.		
3.40	System should be capable of recording/Tracking Employee Grievance Matters such as stage three Arbitration Processes		
4.00	Benefits (Monetary)		

4.10	System should be capable of recording Details/History of Allowances and must also facilitate the configuration of New Allowances		
4.20	System should also be capable of tracking difference in Pay Grades over a specified period and should easily be capable to cater for monthly changes in rates.		
4.30	System should be capable of recording Pension details for all categories of employees, for example Date joined pension scheme and amount deducted from payroll as it occurs.		
4.40	System should be capable of accepting Online Leave Application from Directors and or Departmental		
4.50	System should be capable of managing Job Evaluation		
4.60	System should be capable of Managing Salary Increases e.g. retroactive payments and showing statistically increases over a given period		
4.70	System should be capable of Capturing Medical Scheme Data such as claims and penalties		
4.80	System should be capable of Managing Retirement, benefits and retiree monthly		
4.90	System should be capable of Tracking Dependents for benefit management		
4.100	System should have the Ability to execute mass benefit plan changes		
4.101	System should be capable of maintaining a history of increments/awards from appraisals and salary increases and changes.		
5.00	Performance Appraisals		
5.10	System should be capable of calculating performance appraisals (quarterly/yearly) based on		
5.20	System should allow for employees to score themselves along with their supervisor.		
5.30	Supervisor should be allowed to score employees		
5.40	Reasons for the scores must be allowed		
6.00	Recruitment (New Employees)		
6.10	System should be capable of Managing Online Applications for Vacancies as well as Offline		
6.20	System should be capable of Identifying and Managing Vacancies process for example from publication to application.		

6.30	System should be capable of managing Candidate Hiring Process and have the ability to tract/report on fill positions, vacant positions, redundant positions		
6.40	System should allow applicant to scan and submit qualifications electronically.		
6.50	System should score applicant upon submission		
7.00	Occupation Health and Safety		
7.10	System should have the Ability To Capture Data on Accidents, For example types and degree of		
	System should be able to manage all type of safety gears, category and issuance.		
	System should be capable of managing safety activities		
8.00	Training & Development (Central Contact for all Training Related Functions)		
8.10	System should be capable of recording Details of External and Internal Training Programs should be captured for example, Assessments on training		
8.20	System should be capable of Managing Revenues Gained from training		
8.30	System should be capable of Managing Job Evaluation based on training		
8.40	System should be capable of Tracking information to support mandatory training needs		
8.50	System should be capable of Tracking certifications/training needs		
8.60	System should be capable of Managing Ongoing Skills assessment Management		
8.70	System should be capable of producing Skills gap analysis/Training Needs Analysis		
8.80	System should be capable of Tracking participation and development activities		
8.90	System should be capable of Tracking program's impact and benefits		

8.10	System should be capable of tracking all Employees that attended training courses internally and		
8.11	System should be capable of Track services from other organizations for example Training Officers, Contact Numbers, Skills and Training requirements		
8.12	System Should also cater for capture of hard copy documents for example Certificates, Contractual Agreement due to employee attending Course of Study.		
9.00	Manpower Planning & Budgeting		
9.10	System should have the Ability to track filled, vacant, abolished positions etc.		
9.20	System should be capable of Integrating with current GL cost codes and produce Cost Code Analysis base on Employee Data such as Salaries		
10.00	System Generated Reports		Start Here
10.10	System should be capable of producing various reports and give the flexibility to create new reports as desired. Each report should include in the title the name of the report, date and time when the report is produced, and the date(s) for which the report		
10.10.1	System should be capable of Generating Historical Information on		
10.10.2	System should be capable of Generate correspondents/payment information to		
10.10.3	System should generate Job Letters for employees. This is from the employee end (online) or HR end.		
10.20	System should be capable of Reporting on skills, ability, knowledge by Employee		
10.30	System should be capable of Reporting on training events, participants, instructors, evaluations Etc.		

10.40	System should be capable of Provide ability to print individual Data as well as periodical requirements and yearly statistics both detailed and summary.		
10.50	System should be capable of reporting on overtime causes as per specified reason for working overtime given by the company/HR Division		
11.00	Integration		
11.10	System should be able to provide ability to Integrate With Financial Application (Oracle E-Business Suite		
11.20	System should be able to Provide ability to Interface with		

	Kronos which GPL currently uses.		
11.30	System should be able to run in a web environment.		
11.40	Employees should be able to view their information and update some biodata features themselves. Eg telephone number, Address, dependences etc.		
12.0	GENERAL	Code YN	Narrative Response
12.1	Are programs menu-driven? If 'YES' – can menus be by-passed once the user is familiar with the package?		
12.2	Does the system maintain a log of changes for audit purposes? If 'YES' – can this be edited by a user?		
12.3	Are informative messages produced on screen while running?		
12.4	Are error messages informative and easy to understand? Do the messages refer the user to the appropriate section of the manual?		
12.5	Is the system multi-company?		
12.6	Is the system multi-currency?		
12.7	Is the system multi-lingual?		
12.8	Is the original set-up straightforward?		
12.9	Is there a copy or restore facility in the package? -		

12.10	Does the system cover disciplined taking of back- ups? -		
12.11	DOCUMENTATION – Manual -		
12.12	Is the manual clearly laid out and understandable? -		
12.13	Is the manual comprehensive and a accurate? -		
12.14	Is there an index? -		
12.15	Is it easy to follow through all procedures? Is it easy to locate specific points when required? Are completed examples included? -		
12.16	DOCUMENTATION – Help Screens -		
12.17	Are help screens available? If 'YES' – - Do they provide on line instruction? - <i>Can they</i> be edited or prepared by the users?		
12.18	Are help screens context sensitive?		
12.19	What is the maximum number of employees that can be held on the system?		
12.20	Can the employees' data/details be Added/deleted/amended at any time?		

12.21	Is the file updated automatically when a new employee is added? If 'NO' – can a update be initiated?		
12.22	Can Deletion be prevented?		
12.23	Is a hard copy of changes details automatically produced? If 'NO' – can a hard copy be taken?		
Payroll Functional Specification			
1.0	Accounting Information	Code Y/N	Narrative Response
1.1	interface with the current Oracle R12 financial system to generate the necessary GL information		
13.2	The system should have the functionality to interface with the current Financial system (Oracle E-Business Suite 12.0.6) to generate payroll cheques (Currently done thru the AP Module)		
1.3	R section e.g. Lateness, Absence such as Unauthorized Sick Days, Union Dues, Pension, Strike Days, Medical, Maternity, NIS, PAYE		
1.4	System should be able to manage Voluntary Deductions e.g. Loan Scheme, Personal Loans, Multiple Bank Deductions, Union Dues, Light Account, OS Receivables.		
1.4.1	These deductions should be accompanied by their varying account numbers for payment.		

1.5	The system should have the functionality to calculate taxable and nontaxable allowances e.g. Non Taxable - Entertainment, Commuted, Meals, Out of Town, Station allowance, Mileage, Telephone, Vacation, Uniform, Tax Overpay, and EOS. Taxable - Retro payment, Acting, responsibility, Overtime, Straight Time, Project Allowance, 3% Lump Sum, 15% Premium, Survey, Severance Pay, Premium, Etc.		
1.5.1	All allowances should have a quantity value to calculate against HR deduction rate for that deduction.		
1.6	The system should have the capability to generate payrolls outside of the regular Employee Payroll. For example for contract workers, fortnight workers, Supplementary		
1.7	Separate Pay Date Coordination e.g. Contract Workers		
1.8	The system should be able to receive electronic time information from biometric management software for verified hours and		
1.9	The system should allow for the keying of overtime values with reasons for said Overtime		
1.9.1	System should process payroll automatically upon request to arrive at a net salary.		
2.0	Salary Increases		
2.1	The system should have the capability to calculate across the board increases such as retroactive payments on salaries and Allowances		
2.2	The system should have the capability to Increase employee salary base on success at trade test etc.		
2.3	Should be able to generate and calculate performance incentive and appraisals for payment		

3.0	System Generated Reports		
3.1	System should be able to generate Payroll Data using specified bank format as requested by the commercial banks to have staff bank accounts credited.		
3.2	System should be able Generate reports showing amounts to be credited to staff bank		
3.3	System should be able to produce Yearly PAYE Tax Statements		

3.4	Monthly NIS Statements		
3.5	System should be able to generate Pay Advice Slip		
3.6	System should be capable of generating monthly reports that reference total basic salary, total Gross salary, Allowances, Number of staff per section and Overtime by Grade , and Departmental Codes and or Cost Centre Codes		
3.7	System should be capable of generating overtime analysis monthly referencing Overtime as percentage of Basic Salary and Number of Staff in the Department and or Division as a percentage of Basic Salary reports by Department, Division, location		
3.8	System should be capable or flexible enough to product all inputted information, such as Basic Salary, Overtime, Non-Taxable and Taxable Allowance (both by type and Summary), by name, grade and status (permanent, temporary and or contractual) of employee.		
4.0	Utilities		
4.1	System must have the Capability to re-index files		
4.2	System must be able to apply NIS increases based on percentage given by government		
4.3	(PAYE) increases based on percentage given by government		
4.4	System must have maintenance capability for addition of employee Banks		
4.5	System must have maintenance capability for addition/modification of employee deduction and allowances		
4.6	System should be capable to effectively manage Human Capital and Employment Cost.		
4.7	National Insurance Scheme (NIS) comma-delimited (CSV) file.		

4.8	Should be able to export payments to be paid to banks. E.g. Republic bank ATM payrolls for employees being paid through there and G.B.T.I bank similar payment and any bank to request this feature in the future.(Currently exported to excel) All Exports should be part of the demonstration. Especially those that are exported to E-Business		
4.9	Should be able to generate and export Payee files. Yearly submission of Form2 and 7a forms. N.B GRA is currently moving to a online submission of taxes monthly and yearly.		
5.0	Historical Data / Reports		
5.1	Re-calculate YTD figures and balances		
5.2	System must have the capability to add/modify employee		
5.3	System must have the capability to add/modify employee Year end Taxes		
5.4	System must be capable of producing Year end reports/monthly reports/form7 and form1 tax details		

Section VII Technical Requirements

Technical Requirements

Please complete the Appendices by classifying your responses using the code designations given below and provide supporting narrative, as appropriate.

Code:

- Y** = The system handles the requirements in full at present.
- N** = The system does not meet this requirement.

1.0	System Management and Administration	Code	Narrative Response
1.1	All users must access the system by means of a unique user name and encrypted password. Facilities to manage the set-up and maintenance of users/password should be provided.		
1.2	The system should provide the ability to group users is essential roles.		
1.3	The system should provide the system administrator with complete control over the activities which each user or group of users may undertake.		
1.4	The system must have a proven methodology for backing up and for restoring archived data.		
1.5	The system must be capable of storing online a minimum of seven years data (the current and previous six years).		
1.6	The system must support Oracle E-Business Suite 12.0.6 and later versions		
1.7	The system must support Kronos or any future Time & Attendance System Upload/Download		
2.0	System Integration/Interfaces		
2.1	The entire HR/PAYROLL System should be modular and fully integrated. The system should allow for installation and implementation of additional modules at a later stage i.e. it must be scalable.		
3.0	Implementation Support,		

3.1	The Bidder should provide a detailed Preliminary Project Plan for this Human Resource/Payroll System project. The plan should incorporate descriptions of how the Bidder proposes to carry out and manage the overall installation, training and implementation of the system and the provision of support and should cover at a minimum:		
3.2	Delivery and Installation Plan		
3.2.1	Training Plan		
3.2.2	State how Pre-commissioning and Operational Acceptance Testing Plan is done		
3.2.3	State your Warranty Service Plan		
3.2.4	Describe your Task, Time and Resource Schedules		
3.2.5	Briefly state your Post-Warranty Service Plan		
3.2.6	State your Technical Support Plan		
3.2.7	The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities of each of the involved parties to avoid delays.		
3.2.8	The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence and interrelationship of all key activities needed to complete the Contract.		
4.	General Requirements		
4.1	Describe how your products provide adequate user documentation, on-line help facilities and systems documentation.		
4.2	Do you provide ongoing maintenance, including access to upgrades?		
5.	Technical Specifications/Requirements:		

5.1	Is it mandatory to implement new releases? Are new releases provided under the maintenance agreement at no extra charge? How long are old releases supported after a new release is issued?			
5.2	What controls exist to ensure that all data is restored to a state of integrity following system failure?			
5.3	State details of any third party software included in the proposed solution.			
5.4	GP&L Inc current choice of relation database technology is Oracle 11g. Please confirm whether your proposed solution can be supported on this platform.			
5.5	All information technologies must properly display, calculate, and transmit date data, including, but not restricted to 21st Century date data.			
5.6	Please describe fully the import/export capabilities of the proposed HR/PAYROLL System.			
6.	Hardware Requirements			
6.1	The bidder should indicate the minimum Server specifications required to operate the Human Resources / Payroll System. GP&L Inc. currently deploys its Intel based servers on a Windows 2000 Server platform. The bidder should also indicate minimum data storage requirements.			
6.2	The bidder should indicate the minimum bandwidth specifications required to operate the Human Resources / Payroll System. GP&L Inc			
7.	Network & Communication Requirements			
7.1	They are leased data lines installed between the Head Office and HR Office. These leased lines provide a bandwidth of 256kbps. There may be a requirement for remote access to the HR System. Please explain how your system can satisfy this requirement.			
7.2	The entire System should be modular and fully integrated. The system should allow for installation and implementation of additional modules at a later stage i.e. it must be scalable.			

7. 3	<p>The entire HR/Payroll System must be fully integrated. Please provide details in your response to these technical requirements of how the proposed system is integrated/interfaces with:</p> <ol style="list-style-type: none"> 1. Oracle Financials (Oracle E-Business Suite 12.0.6) 2. Time & Attendance System 			
	<p>Please provide details of any integrated third party products or tools, which form part of the solution and indicate any licensing implications of these.</p>			
	<p>The HR/PAYROLL System must be capable of interfacing with ORACLE Financials, in particular the General Ledger and other financial modules and Kronos Time and Attendance System. Please provide details.</p>			
	<p>Migration of Data/Implementation Support, Full Implementation Support should be provided during the Pilot implementation/parallel run of the new HR/Payroll System</p>			
	<p>The Bidder should provide a detailed Preliminary Project Plan for the Customer Information System project. The plan should incorporate descriptions of how the Bidder proposes to carry out and manage the overall migration of data, installation, training and implementation of the system and the provision of support and should cover at a minimum:</p>			

	<ul style="list-style-type: none"> • Conversion/Migration of Data • Project Organization and Management Plan • Delivery and Installation Plan • Training Plan • Pre-commissioning and Operational Acceptance Testing Plan • Warranty Service Plan • Task, Time and Resource Schedules • Post-Warranty Service Plan 			
	<p>The Preliminary Project Plan should also state the Bidder's assessment of the major responsibilities of the Purchaser and any other involved third parties in System supply and installation, as well as the Bidder's proposed means for coordinating activities of each of the involved parties to avoid</p>			
	<p>The Plan should include a detailed Contract Implementation Schedule in bar chart form, showing the estimated duration, sequence and interrelationship of all key activities needed to complete the Contract.</p>			
	<p>When formulating the project plan the Bidder should bear in mind the following proposed approach to the implementation.</p> <p>Pilot Implementation</p> <p>An initial pilot implementation (PI) will be conducted for all employees. This pilot will cover approximately 900 employees. This PI will involve operating HR/Payroll in parallel with existing systems (which will continue to be used to produce "live" payroll reports and manage HR/Payroll data until the switch over to the new</p>			

	<p>System. The PI will cover all aspects of the Operational Processes, which is the full payroll detail and summary reports and operations, enquires etc. It is intended that the pilot would be used to fully configure the system to GPL's requirements including:</p> <ul style="list-style-type: none"> • System configuration • Validation of data conversion routines/facilities • Confirmation of the procedures to be used to ensure the successful total implementation of the system for all staff. 			
	<ul style="list-style-type: none"> • Provision of a roll-out installation format for full implementation • Establishment of a platform for a full 2-month parallel Payroll 			
	<p>The bidder should indicate if 30 months' (approx.) Payroll data and a minimum of 48 months of Payroll data can be migrated</p>			
	<p>The bidder should indicate if data from 2002 (approx.) can be migrated.</p> <p>The Bidder should be able to demonstrate a cloud solution for Backup and recovery as a redundancy solution</p>			

THE BIDDER SHOULD PROVIDE A DETAILED PRELIMINARY PROJECT PLAN FOR THIS HR/PAYROLL SYSTEM. THE PLAN SHOULD INCORPORATE DESCRIPTIONS OF HOW THE BIDDER PROPOSES TO CARRY OUT AND MANAGE THE OVERALL INSTALLATION, TRAINING AND IMPLEMENTATION OF THE SYSTEM AND THE PROVISION OF SUPPORT AND SHOULD COVER AT A MINIMUM:

DELIVERY AND INSTALLATION PLAN

TRAINING PLAN

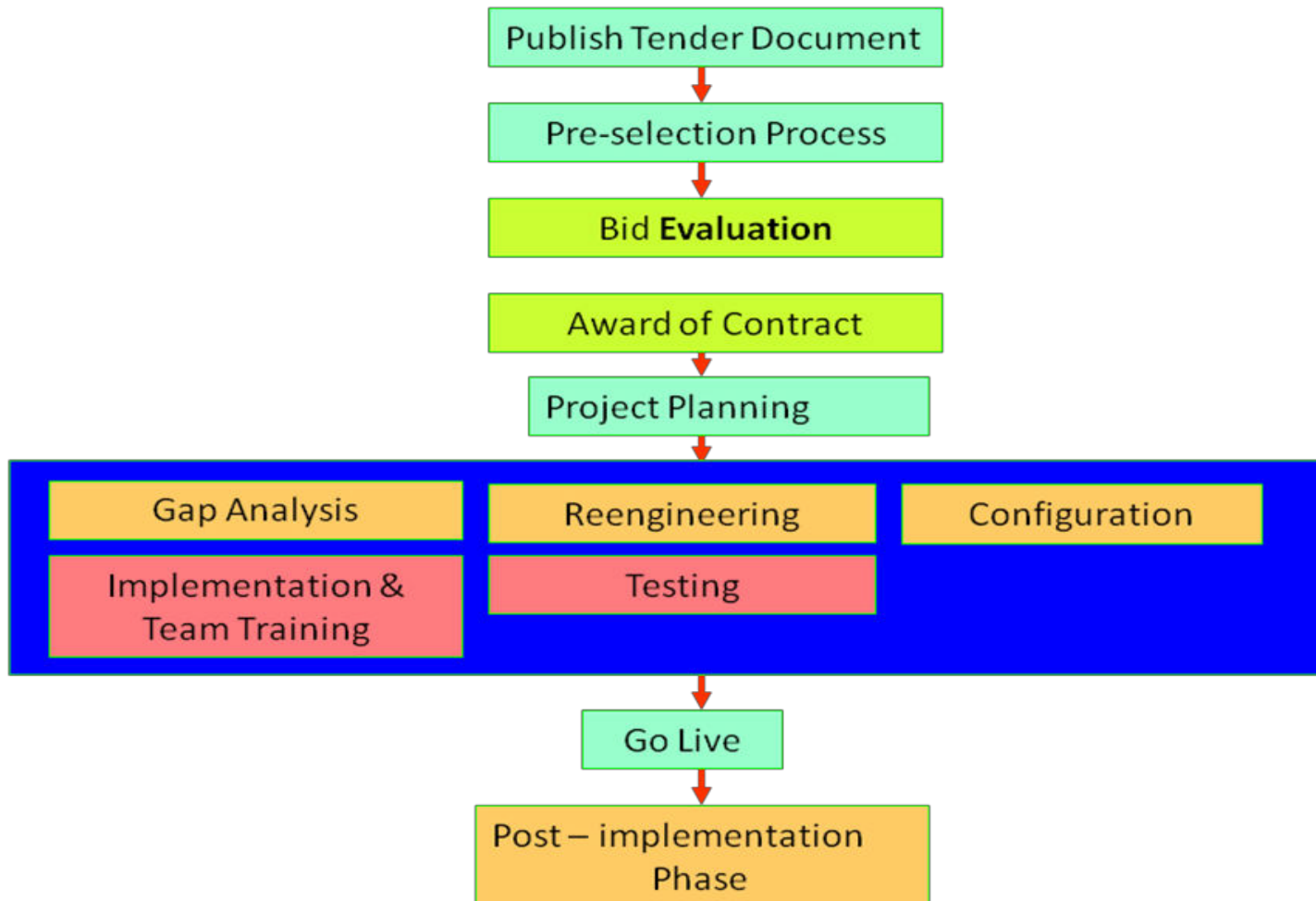
PRE-COMMISSIONING AND OPERATIONAL ACCEPTANCE TESTING PLAN

**WARRANTY SERVICE PLAN
TASK, TIME AND RESOURCE SCHEDULES
POST-WARRANTY SERVICE PLAN
TECHNICAL SUPPORT PLAN**

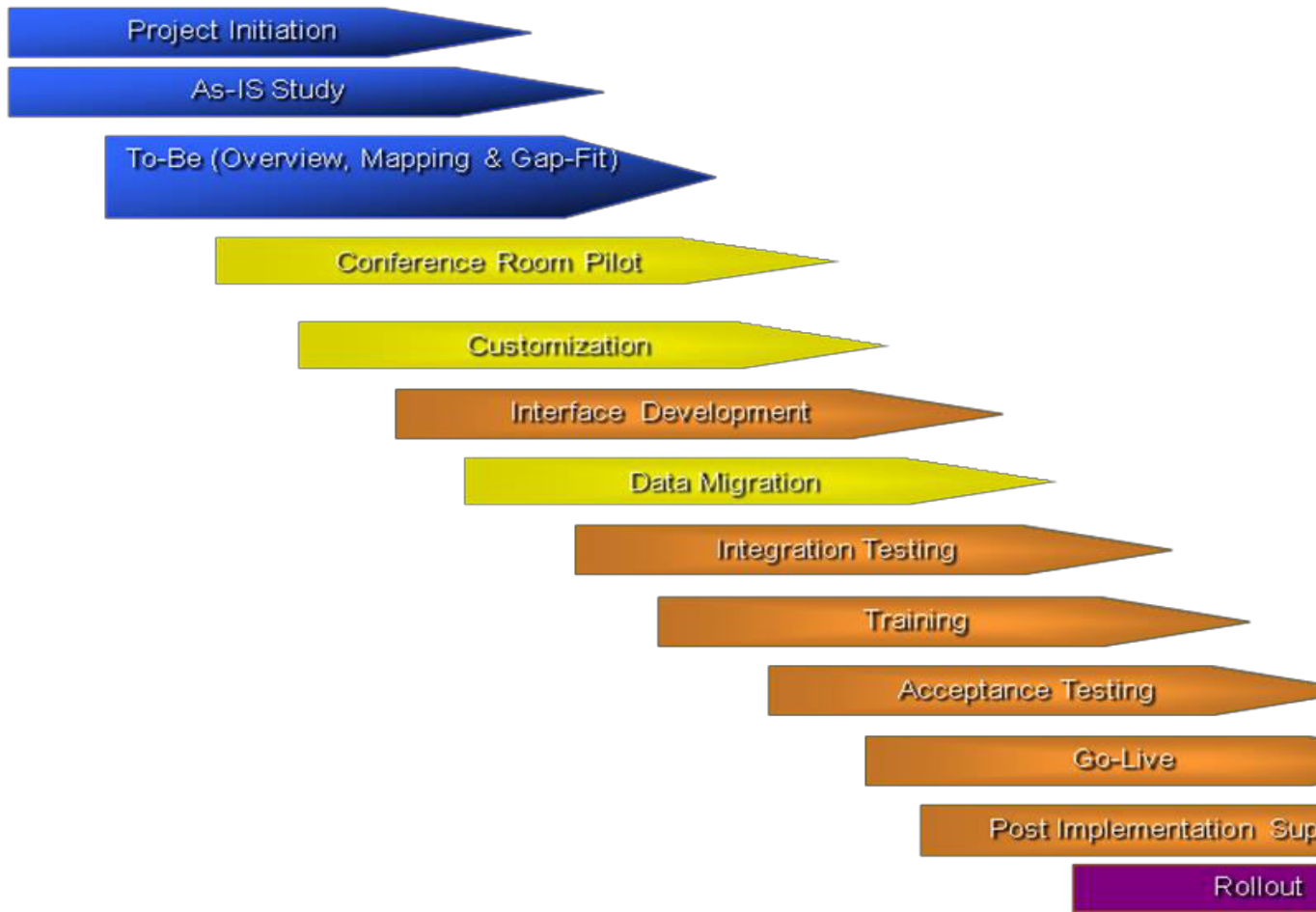
THE PRELIMINARY PROJECT PLAN SHOULD ALSO STATE THE BIDDER'S ASSESSMENT OF THE MAJOR RESPONSIBILITIES OF THE PURCHASER AND ANY OTHER INVOLVED THIRD PARTIES IN SYSTEM SUPPLY AND INSTALLATION, AS WELL AS THE BIDDER'S PROPOSED MEANS FOR COORDINATING ACTIVITIES OF EACH OF THE INVOLVED PARTIES TO AVOID DELAYS.

THE PLAN SHOULD INCLUDE A DETAILED CONTRACT IMPLEMENTATION SCHEDULE IN BAR CHART FORM, SHOWING THE ESTIMATED DURATION, SEQUENCE AND INTERRELATIONSHIP OF ALL KEY ACTIVITIES NEEDED TO COMPLETE THE CONTRACT.

HR/PAYROLL MANAGEMENT SYSTEM LIFE CYCLE



HR/PAYROLL MANAGEMENT SYSTEM ROAD MAP



PART3 - CONTRACT

Section VIII General Conditions of Contract

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Section VIII General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

“Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

“GCC” mean the General Conditions of Contract.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“Purchaser” means the entity purchasing the Goods and Related Services.

“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

“Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is sub-contracted by the Supplier.

“Supplier” means the natural person, private or government entity or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

2. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory.

3. Interpretation

Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

Non-waiver

Subject to GCC Sub-Clause 3.3(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract

Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the BDS. The term "in writing" means communicated in written form with proof of receipt.

A notice shall be effective when delivered or on the notice's effective date, whichever is later

5. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

6. Settlement of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms.

7. Scope of Supply

The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

- Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required to comply with the Schedule of Requirements as if such items were expressly mentioned in the Contract.
8. Delivery Subject to GCC Sub-Clause 29.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the Schedule of Requirements.
 9. Supplier's Responsibilities The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 7, and the Delivery and Completion Schedule, as per GCC Clause 8.
 10. Purchaser's Responsibilities Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, use its best endeavors to assist the Supplier in complying with such requirements in a timely and expeditious manner.
The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 10.1.
 11. Contract Price The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized..
 12. Terms of Payment The Contract Price shall be paid, including any applicable Advance Payments.
The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 8 and upon fulfillment of all the obligations stipulated in the Contract.
Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
The currency in which payments shall be made to the Supplier under this Contract shall be specified in BDS.
 13. Taxes and Duties Goods and Related Services are not subjected to import duties or taxes within the Purchaser's country.
 14. Performance Security The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the due performance of the Contract in the amount and currency if required.

14.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the BDS, or in another form acceptable to the Purchaser.

The performance security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise.

15. Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

16. Confidential Information

The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 16.

The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement or other work and services required for the performance of the Contract.

The above provisions of GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

The provisions of GCC Clause 16 shall survive completion or termination, for whatever reason, of the Contract.

17. Subcontracting The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
18. Specifications and Standards Technical Specifications and Drawings
The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 29.
19. Packing and Documents The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, and in any other instructions ordered by the Purchaser.
20. Insurance The Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Inco-terms.
21. Transportation Responsibility for transportation of the Goods shall be in accordance with the Inco-terms specified in the Schedule of Requirements.
22. Inspections and Tests The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.

The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country. If conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Supplier is ready to carry out any such test and/or inspection, it shall give a reasonable advance notice including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report, shall release the Supplier from any warranties or other obligations under the Contract.

23. Liquidated Damages
- Unless otherwise indicated and except as provided under GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specifics of the Contract Price or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified.. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 31.
24. Warranty
- The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- Upon receipt of such notice, the Supplier shall, within the period specified expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- If having been notified, the Supplier fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

25. Patent
Indemnity

The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 25.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 25.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

26. Limitation of Liability Except in cases of gross negligence or willful misconduct: neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
27. Change in Laws and Regulations Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 11.
28. Force Majeure The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Change Orders and Contract Amendments
- The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 4, to make changes within the general scope of the Contract in any one or more of the following:
- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - the method of shipment or packing;
 - the place of delivery;
 - the Related Services to be provided by the Supplier;
- If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
30. Extensions of Time
- If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 8, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. Except in case of Force Majeure, as provided under GCC Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.
31. Termination
- Termination for Default:
- the Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser.
 - if the Supplier fails to perform any other obligation under the Contract;

in the event the Purchaser terminates the Contract in whole or in part. The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated;

if the Supplier, in the judgment of the Purchaser has engaged in corrupt practices, as defined in ITB, in competing for or in executing the Contract.

Termination for Insolvency:

the Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Termination for Convenience:

the Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective;

the Goods that is complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or

to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

32. Assignment

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section IX Contract Forms

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Agreement

THIS AGREEMENT made the _____ day of _____,
 between _____ of
 _____ (hereinafter "the Purchaser"), of the one part, and
 _____ of
 _____ (hereinafter "the Supplier"), of the other part.

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz.,

 _____ and has accepted a Bid by the Supplier for the supply of those
 Goods and Related Services in the sum of _____
 _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. The:
 - a) General Conditions of Contract
 - b) Schedule of Supply;
 - e) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - f) Purchaser's Notification to the Supplier of award of Contract; and
 - g) _____.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: _____ No.:

Invitation for Bid No.: _____

To: _____

WHEREAS _____ (hereinafter "Supplier") has undertaken, pursuant to Contract N° _____ dated _____, _____ to supply _____ (hereinafter "Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "Guarantor"), have agreed to give the Supplier a security.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the Security for and on behalf of _____

Dated on _____ day of _____.

Advance Payment Security

Date : _____ Ref
No.: _____
Invitation for Bid No.: _____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____.

Name _____ In the capacity of _____
Signed _____

Duly authorized to sign the Security for and on behalf of _____

Dated on _____ day of _____.

SECTION X
SPECIAL CONDITIONS OF CONTRACT

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

1. **Definitions (GCC Clause 1)**

GCC 1.1 (g) The Purchaser is Guyana Power & Light Inc. (GPL)

GCC 1.1 (h) The Purchaser's country is Guyana

GCC 1.1 (i) The Supplier is

2. **Performance Security (GCC Clause 14)**

Within thirty (30) days of receipt of the notification of award the successful Bidder shall furnish to the Purchaser the Performance Security for an amount of 2% of the contract value.

A crossed bank draft/pav order/bank certified cheque, certified cheque drawn in favors of the Purchaser.

3. **Inspection and Tests (GCC Clause 22)**

Inspection and tests prior to shipment of Goods and at final acceptance shall be in accordance with the Technical Specifications. Samples that may have been submitted at the time of the bid will be compared with the goods supplied upon award.

4. **Delivery and Documents (GCC Clause 8 and 19)**

(a) For Imported Coeds.

Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax, the full details of the shipment including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser with a copy to the insurance Company

(i) Certified Supplier's invoice in septuplicate, showing Goods description, quantity, unit price and total amount of items ordered, and must consist of three (3) originals, and four (4) non negotiable copies of supplier's commercial invoice and/or combined invoice and certificate of value and origin for exports to the Caribbean Common Market.

Photo static copies of signatures cannot be accepted.

(ii) Full set of ocean on-board bills of lading, air waybills or courier/parcel post certificates consigned to the Purchaser.

- (iii) Six copies of packing list identifying contents of each package and clearly showing shipping marks, package numbers, kind of package, contents, dimensions and legal and gross weights of each package in pounds and kilos.
- (iv) Insurance certificate (3 copies).
- (v) Manufacturer's or Supplier's guarantee certificate.
- (vi) Material inspection & clearance certificate, issued by the Purchaser, and the **Supplier's** factory inspection report (3 copies).

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

- (b) **For Goods from within the Purchaser's country:**
 - (i) Certified Supplier's Invoice, original plus copy.
 - (ii) Two copies of the bill of quantities:

Material Inspection & Clearance Certificate issued by the Purchaser.

5. **Insurance (GCC Clause 11)**

The insurance to be effected by the Supplier shall cover Institute of Cargo all risks, including but not limited to fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riots and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (as far as insurable) etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods to Guyana port warehouse. The insurance policies to be taken should be on replacement value basis and/or incorporating the escalation clause The Purchaser will recover the payments made to the Supplier except the advance, and the balance amount shall be released to the Supplier. Notwithstanding the extent of insurance cover and the amount of claim available front the underwriters; the Supplier shall be liable to make good the full replacement/rectification of all equipment/materials and to ensure their availability as per project requirements. The Supplier shall be authorized to deal directly with the insurance company.

6. **Incidental Services**

No incidental services are required:

7. **Warranty**

“Upon receipt of such notice, the Supplier within 15 days shall repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.”

The period for correction of defects during the warranty period is 30 days.

8. **Payment (GCC Clause 16)**

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

For Goods from outside the Purchaser’s country:

On Shipment: Ninety (90) percent of the CIF Contract Price of the Goods shipped shall be paid on pro-rata basis through irrevocable confirmed Letter of credit established in favors of the Supplier in a bank in his country, on submission of documents specified in Clause 4 above.

For Goods from within the Purchasers country:

Ninety (90) percent of the Contract Price of the Goods shall be paid on pro-rata basis, on submission of documents specified in Clause 4 above.

9. **Prices (GCC Clause 11)**

Prices shall be fixed.

10. **Liquidated Damages (GCC Clause 23)**

Liquidated damages shall apply and is equivalent to 2% of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance. Maximum shall 10% of the total contract price.