

STANDARD BID SOLICITATION DOCUMENT
GOVERNMENT OF GUYANA



GUYANA ENERGY AGENCY

**SUPPLY AND DELIVERY OF DIETARY,
JANITORIAL AND OFFICE SUPPLIES
FOR THE GUYANA ENERGY AGENCY**

July 22, 2022



Introduction

Preface

This Standard Bidding Solicitation Document (SBSD) have been prepared by the NPTA for use by the Procuring Entities for the procurement of goods and services. The procedures and methods presented in this document have been developed on the basis of practical experience and are mandatory for use in the procurement carried out in whole or in part from the state funds in accordance with the provisions of the Procurement Law.

In order to simplify the preparation of the bidding documents for each individual procurement proceeding, the SBSB groups the provisions that are not intended to be changed in “the Instructions to Bidders” and in “the General Conditions of Contract”. Data and provisions specific to each procurement and contract should be included in the Bid Data Sheet, the Special Conditions of the Contract, Technical Specifications, price schedule, schedule of requirements and the Evaluation Criteria. The applicable forms are listed in the table of contents, below.

Request for additional information can be forwarded to:

Guyana Energy Agency
295 Quamina Street
South Cummingsburg,
Georgetown, Guyana
Tel Numbers: 226-0394 ext. 203/232
Email: gea@gea.gov.gy
www.gea.gov.gy

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INVITATION FOR BIDS (IFB)

1. **The Guyana Energy Agency** hereinafter referred to as “the Procuring Entity”, invites eligible bidders to submit their bids for the **Supply and Delivery of Dietary, Janitorial and Office Supplies for the Guyana Energy Agency**
2. Required period of supply: *Twelve (12) calendar months from the signing of the contract.*

All bidders will be required to submit samples as per the list provided in the technical specifications, to the Administrative Division of the GEA, 295 Quamina Street, South Cummingsburg, Georgetown on or before **18th August 2022 at 9:00hrs.** The samples will be returned after the award of the contract. Please note, the non-submission of samples may result in invalidation of the bid. Bidders can bid for one or a combination of items.

4. The Procuring Entity reserves the right at any time during the evaluation process and after the award of the contract, to request a visit to the bidder(s) storage bond/store to access conditions of storage. The procuring entity reserves the right to vary its order periods during the contract period.
5. The bidding documents may be purchased by interested bidders on the submission of a request to the address below and upon payment of a non-refundable fee of one thousand Dollars (G\$1,000) from the Cashier of the Guyana Energy Agency . Alternatively, interested eligible bidders may download a free copy the Bidding Documents from the GEA website at www.gea.gov.gy.
6. All Bidders should submit their bids together with an original bid security of 2% of the tendered amount not later than **9:00 hours** on the **18th day of August, 2022** to the: **The Chairman, National Procurement & Tender Administration Board, Ministry of Finance, 49 Main & Urquhart Streets, Georgetown**

Clarifications must be submitted in writing to the GEA’s email address at gea@gea.gov.gy no later than one week prior to the deadline for bid submission.

7. Bids shall be valid for (120) days after the date of bid opening.
8. Bids shall be opened by the National Procurement and Tender Administration Board at 09:00 hours on **the 18th day of August, 2022** at the address: 49 Main and Urquhart Streets, Georgetown. Bidders can view the opening online by scanning the QR code below.

Dr. Mahender Sharma- Chief Executive Officer
Guyana Energy Agency



**Scan the QR Code Below to access the
Tender Opening Process Virtually
via Microsoft Teams
(THURSDAYS)**



<https://bit.ly/3vtP0OB>

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Description of the Procurement

The Procuring Entity identified in the *Bid Data Sheet* intends to procure the goods identified in the *Bid Data Sheet* and in the Schedule of Requirements.

2. Eligibility and Qualifications of Bidders

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

B. Bidding Documents

3. Clarification and Amendment of Bidding Documents

- 3.1 The Procuring Entity, in not more than three (3) working days, will respond in writing or electronic mail to any request for clarification of the bidding documents to be received in writing or electronic mail not later than seven (7) days before the expiry of a deadline for submission of bids. At the same time, the Procuring Entity's response shall without identifying its source of the request, be distributed to all bidders who have received the bidding documents from the Procuring Entity.
- 3.2 At any time before the deadline for submission of bids, the Procuring Entity may amend the bidding documents by issuing an Addendum and notifying it to the bidders.

C. Preparation of Bid

4. Language of Bid

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

5. Documents Included in Bid

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

documents to be submitted in accordance with these Instructions to Bidders, Bid Data Sheet and Evaluation Criteria.

6. Bid Price

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

7. Bid and Payment Currency

- 7.1 The prices shall be indicated in Guyana Dollars, unless otherwise specified in the *Bid Data Sheet*.

8. Bid Security

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

9. Period of Validity of Bid

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

10. Format, Signing and Submission of Bid

- 10.1 The Bidder shall prepare an original bid which shall be completed in writing in indelible ink and shall be signed by the Bidder, or by the person (persons) duly authorized to sign the bid in accordance with the power of attorney and 2 (two) exact electronic PDF copies of the bid on Flash Drive, to be submitted with the bid. All pages of the bid where new information, modifications or erasures entered shall be initialed (signed) by the person or persons signing the bid. In the event of discrepancies between them, the original shall prevail.

- 10.2 The bid shall contain no interlineations, erasures or overwriting, except the cases when the Bidder needs to correct errors which must be initialed by the person or persons signing the bid.
- 10.3 The Bidder shall seal the original and Electronic PDF copies of the bid in different envelopes, marking them “ORIGINAL” and “COPIES”, as appropriate. The envelopes shall then be sealed in an outer envelope.
- 10.4 The envelope shall:
- (a) be addressed to the **Chairman, National Procurement & Tender Administration Board (NPTAB), Main & Urquhart Streets, Georgetown** (the address specified in the Invitation for Bids);
 - (b) bear the Invitation for Bids (IFB) title **Supply and Delivery of Dietary, Janitorial and Office Supplies for the Guyana Energy Agency** the words: **“DO NOT OPEN BEFORE,” 9:00 hours on 18th August, 2022**

11. Deadline for Submission of Bids

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

12. Modification and Withdrawal of Bids

- 12.1 The Bidder may modify or withdraw his bid after the bid’s submission, provided that the Procuring Entity will receive a written notice of modification, including substitution or withdrawal of bid until the expiry of established period for submission of bids.
- 12.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and sent in accordance with the provisions of ITB Clause 10. In that case, the outer and inner envelopes will be additionally marked as “MODIFICATION” or “WITHDRAWAL”, as appropriate. A withdrawal notice may also be sent by email with a subsequent written confirmation not later than the deadline for submission of bids.

D. Opening and Evaluation of Bids

13. Opening of Bids

- 13.1 The Procuring Entity will open all bids in the presence of bidders’ representatives who wish to attend, at the time, on the date, and at the address specified in the *Bid Data Sheet*. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 13.2 The bidders’ names, bid prices, including alternatives (if alternatives permitted), information on the presence or absence of required bid security, information on the presence (absence) of tax debts and debts of social insurance payments will be announced at the opening. No bid shall be rejected at the opening, exclusive of late bids and unidentified Bids to be returned to the Bidder unopened.

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

14. Evaluation of Bids

- 14.1 During the evaluation of bids, the Procuring Entity may, at his discretion, request the Bidder to provide clarification of his bid. The request for clarification and the response thereto shall be made in writing, and in that case no change in price or substance of the bid shall be sought, offered, or permitted.
- 14.2 The Procuring Entity shall determine the responsiveness of each bid to requirements of the bidding documents. For the purposes of this Clause a substantially responsive bid is one which satisfies all the indicated provisions without a material deviation or reservation.
- 14.3 The Procuring Entity may regard a tender as responsive if it contains any minor deviations, that do not materially alter or depart from the characteristics, terms and conditions and other requirements of the bid solicitation documents, or if it contains errors or oversights that are capable of being corrected without touching the substance of the tender. To the extent feasible and appropriate, for the purposes of comparing bids, acceptable deviations shall be quantified in monetary terms, and reflected in adjustments to the bid price (for the purposes only of comparison of bids).
- 14.4 Arithmetical errors shall be rectified in the following manner. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder disagrees with such correction of errors, his bid shall be rejected.
- 14.5 The Procuring Entity shall evaluate and compare only the bids that are determined to be responsive to the Bid Solicitation Document.

15. Confidentiality and Contacting the Procuring Entity

- 15.1 No Bidder shall contact the Procuring Entity on any matter related to his bid from the date of bid opening until the date of contract award, except for requests related to clarification of the bid. Information concerning the evaluation of bids is confidential.
- 15.2 Any effort by the Bidder to influence the Procuring Entity's decision on bid evaluation and comparison, or contract award may result in the rejection of that Bidder's bid and subjected to debarment in accordance with: Regulation 3(1)(b) of the Procurement (suspension and debarment) Regulations 2019.

E. Award of Contract

16. Award Criteria

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

requirements and evaluation criteria disclosed in the bid solicitation documents.

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

- 17.1 The Procuring Entity reserves the right, when entering into a contract, to increase or decrease the quantity of goods and related services specified in the Schedule of Requirements, by the percentage indicated in the *Bid Data Sheet*, no change in the unit price or other conditions shall be made (an increase of quantity **not exceeding 10 percent variation**)

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

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

19. Notification of Award

- 19.1. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period.
- 19.2. The notice of acceptance shall be given to the successful bidder within fourteen (14) days of the award of contract.
- 19.3. At the same time that the Procuring Entity notifies the successful Bidder in accordance with sub-clause (1), the Procuring Entity will notify all other Bidders of the name of successful Bidder, and his bid price.

20. Signing of Contract and Performance Security

- 20.1 The Procuring Entity will send the successful Bidder the Form of Contract contained in the bid solicitation document. The successful Bidder shall sign and date the Contract and return it to the Procuring Entity within seven (7) days of receipt of notice of award.
- 20.2 Together with the signed Contract, the Bidder shall, if required to do so by the *Bid Data Sheet*, furnish the Procuring Entity with a Performance Security in the amount and form specified in the *Bid Data Sheet*.
- 20.3 If the successful Bidder fails to furnish the performance security, if required to do so, or within 7 (seven) days fails to return the Contract signed by him, then it shall be a sufficient ground to refuse the award of Contract, and to forfeit the bid security, in that case the Procuring Entity shall award the Contract to the next lowest evaluated Bidder, subject to the right of the Procuring Entity to reject all bids.

21. Settlement of Disputes

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

22. Corrupt and Fraudulent Practices

22.1 The Procuring Entity requires that Bidders observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Procuring Entity:

(a) will reject the bid if it establishes that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question.

(b) refer the matter to the Public Procurement Commission (PPC) in accordance with the provisions of Procurement (Suspension and Debarment) Regulations 2019.

23. Compliances

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

24. Defects Liability:

24.1 The “Defects Liability Period” for the goods and related services is 3 months from the date of taking over possession or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for rectifying any defects or replacement of goods free of cost to the Procuring Entity.

BID DATA SHEET (BDS)

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

Item No.	
ITB 1.1	<p>Name, address, telephone number, and e-mail of Procuring Entity: Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown. Tele #: 226-0394, Email: gea@gea.gov.gy</p> <hr/> <p>The subject of the procurement is: Supply and Delivery of Dietary, Janitorial and Office Supplies for the Guyana Energy Agency</p>
ITB 2.1	<p>To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria:</p> <p>(a) List experience of similar supplies to at least 3 entities in the last 2 years (inclusive of Client's name, contact number and Cost for each contract or copies of valid invoices showing items supplied to clients. Bidder must demonstrate the experience of supplying goods/services to a minimum value of (G\$2,000,000) for total bid prices above G\$3,000,000</p> <p>Detail evaluation criteria can be found on page 33 of the tender document.</p> <p>Bids will be awarded per item or for a combination of items</p>
ITB 4.1	Language of Bid shall be English Language
ITB 5.1	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> Valid GRA and NIS compliances, TIN Certificate and VAT Registration (if items being procured are applicable for VAT) Evidence of Financial Capability in the amount of 30% of the bid price in the form of a bank statement as at January 2022 or letter of credit from a commercial bank in the name of the bidder. Letter of credit must state a figure. The document must be dated within one month of the bid opening date and be clearly legible. When a photocopy of the letter of credit or bank statement is presented, it must be certified a "true copy of the original" by the issuing company for total bid prices above G\$3,000,000. Submission of a valid business registration or certificate of incorporation, inclusive of list of directors, that is clearly legible. Written confirmation of authorizing signatory must be provided. For the incorporated company this must be in the form of a Power of Attorney endorsed by a Commissioner of Oaths or Justice of Peace. For a registered business that has appointed an employee to sign the bid, a letter of authorizing signatory must be provided. Completed litigation form on <i>page 34</i> of the bidding documents. A letter stating any or no termination or abandonment of projects. The letter must be dated within one month of the bid opening date. Bidder must provide audited financial statements for the past three years for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note. OR Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the past three years. These financial statements must be approved by

	a Chartered accountant/accountancy firm. The detailed evaluation criteria can be found on <i>Page 33</i> of the bidding documents
ITB 6.1	The price quoted by bidders shall be on the basis of CIF for goods delivered from abroad, and duties, taxes, VAT for goods delivered from Guyana. for goods delivered from Guyana (<i>INCOTERMS, shall apply</i>)
ITB 7.1	Currency of Bid shall be in Guyana Dollars
ITB 8.1	A bid security of 2% of the tendered sum is required in the form of a Bank guarantee or a bond from an insurance company licensed by the Bank of Guyana for total bid prices above G\$3,000,000
ITB 9.1	The period of validity of bid one hundred and twenty (120) days.
ITB 11.1	Deadline and place for submission of bids: 9:00 hours on 18th August, 2022 at the address: The National Procurement & Tender Administration Board, Ministry of Finance, Main & Urquhart Streets, Georgetown, Guyana
ITB 13.1	Time and place for opening of bid: 9:00 hours on 18th August 2022 , at The National Procurement & Tender Administration Ministry Board, of Finance, Main & Urquhart Streets, Georgetown, Guyana
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10% in accordance with ITB Clause 17.1
ITB 20.2	A performance security is not required.
ITB 21.1	Disputes that may arise in the performance of the contract shall be settled in accordance with the applicable Laws of Guyana.
ITB 24.1	The duration of the defect's liability period is 3 months following provisional acceptance.



GENERAL CONDITIONS OF CONTRACT (GCC)

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

1. Definitions and application

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

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

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

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

2. Contract Documents

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

3. Performance Security

3.1 If required by the SCC, within seven (7) days of receipt of notification of award, the successful

Bidder shall furnish the Procuring Entity with the performance security the amount and form of which are indicated in the SCC.

4. Packing

- 4.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to final destination specified in the Contract, and as may be required by the Special Conditions of Contract.

5. Delivery, Transportation, Mobilization Advance

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

6. Payment

- 6.1 The payment to the Supplier for the Goods delivered shall be made in accordance with the Contract in the form and within the periods specified in the SCC.
- 6.2 If the Procuring Entity does not pay the Supplier the sum due within the periods specified in the Contract, in that case the Procuring Entity shall pay the Supplier [interest at the rate specified or determined pursuant to the Special Conditions of Contract].

7. Prices

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

8. Assignment

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

9. Delays in the Supplier's Performance and Liquidated Damages

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

10. Termination

- 10.1 The Procuring Entity, without detriment to any other sanctions of infringement of the provisions of

Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver the portion or all of the Goods within the periods provided for in the Contract, or within an extension period of that Contract, or to perform any of his obligations under the Contract.
- (b) if bankruptcy procedures are applied to the Supplier, or it is declared insolvent.
- (c) if the Supplier, in the Procuring Entity's opinion, has engaged in corrupt, fraudulent, collusive or coercive practices when entering into or executing the Contract.
- (d) If the Procuring Entity deems that continued implementation of the contract would no longer be expedient from the standpoint of the public interest.

10.2 The notice of termination shall specify the reason of termination, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

10.3 Notwithstanding clauses 9 and 10.1(d), the Supplier shall not forfeit his performance security, and shall not be liable for payment of liquidated damages, or termination for default, if delay in executing the Contract or failure to perform obligations under the Contract is the result of an event of force majeure. When force majeure arises, the Supplier shall promptly notify the Procuring Entity in writing of such circumstance and its causes.

10.4 When the contract is terminated in accordance with clause 10.1(d), the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) 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.

11. Settlement of Disputes

11.1 If any dispute or disagreement arises between the Procuring Entity and the Supplier for the Contract or in connection with it, the parties shall make every effort to resolve the dispute or disagreement amicably by mutual consultation.

11.2 If during twenty one (21) days, the parties failed to resolve their dispute or disagreement by mutual consultation; either the Procuring Entity or the Supplier may send the other party the notice of intent to commence arbitration, if an arbitration is incorporated in the Contract in the Special Conditions of Contract or otherwise agreed by the parties, or in the Court of General Jurisdiction if no arbitration is envisaged, and no arbitration or litigation in respect of that matter may be commenced unless such notice is given.

Any dispute or disagreement in respect of which the notice of intent is sent to commence trial shall be heard by the [Court of General Jurisdiction].

11.3 Notwithstanding any reference to dispute settlement herein, the parties shall continue to perform their obligations under the Contract, unless they agree otherwise.

12. Applicable Law

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

13. Formal Communication between the Procuring Entity and the Supplier

13.1 Any notice given by one party to the other pursuant to the Contract shall be in force if it is done in writing and sent at the address of other party in the SCC.

13.2 A notice shall be effective when delivered or on the specified date, whichever is later.

14. Taxes and Duties

14.1 The Supplier shall be fully responsible for all taxes, duties, license taxes, etc., levied in accordance with the legislation of Guyana, and subject to the application of INCOTERMS in accordance with the SCC.

15. Retention

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

15.2 Retention on fixed assets shall be determined by the procuring entity on a case-by-case basis.

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SCC Clause No.	Special Conditions of Contract
1.1	<p>Definitions</p> <p>The Procuring Entity is: <i>Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Tel: 226-0394, fax: 226-5227, gea@gea.gov.gy</i></p> <p>The Supplier is _____ (indicate full name, legal address, phone, fax and e-mail of Supplier)</p> <p>The Subject of procurement is: Supply and Delivery of Dietary, Janitorial and Office Supplies for the Guyana Energy Agency</p>
3.1	A performance security is not required
4.1	<p>Packing</p> <p>The Supplier shall provide such packing of the Goods as is required to prevent damage or deterioration during transit to final destination, as indicated in the Contract. This will be done in accordance to monthly purchase order request.</p>
5.1	<p>Delivery, Transportation</p> <p>The following documentation is to be provided by the Supplier to the Procuring Entity:</p> <p>(1) Copies of Supplier's invoice indicating a description, quantity, unit price of the Goods and sum total.</p> <p>(2) Certificate of origin of identified items as requested by the procuring entity during the contract period.</p>
6.1	<p>Payment</p> <p>Form shall be in Guyana dollars upon the submission of invoice(s) for actual goods supplied.</p>
9.2	<p>Liquidated Damages</p> <p>Applicable rate: 0.05% per week for untimely execution of order.</p> <p>Maximum deduction: 10% of the delayed works / delivery.</p>
11.2	<p>Settlement of Disputes</p> <p>Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p>



DELIVERY SCHEDULE

The delivery schedule expressed as days specifies hereafter the date of delivery to destination point. In column "the delivery schedule", the Procuring Entity shall indicate the date from which schedule starts. It should be either the date of award, or the date of signing of Contract, or the date of opening of letter of credit, or the date of confirming the letter of credit (subject to circumstances). The Form of Bid shall specify only reference to that schedule.

ITEM No.	Brief Description of the Goods	Quantity	Physical Units	Delivery Period	Place of Delivery
1	Instant Coffee (Nescafe or equivalent)	156	100g	Within the last week of every quarter or within 5 working days of purchase order request by procuring entity	Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown
2	Instant Coffee (Nescafe or equivalent)	36	50g		
3	Milk Powder (Fernleaf or Equivalent)	240	900g		
4	Milk Powder (Hi-Low or Equivalent)	100	900g		
5	Milo	160	400g		
6	Tea Bag (enveloped) (Lipton or equivalent)	72	100 each per box		
7	Tea Bag (enveloped) (Lipton or equivalent)	60	50 each per box		
8	Sugar (brown)	110	2kg		
9	Sugar (brown)	130	1kg		
10	Air Freshener (Tin) Spray	120	11oz	Within the last week of every quarter or within 5 working days of purchase order request by procuring entity	Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown
11	Air Freshener deodorizer for washrooms (attached to wall)	150	Each		
12	Clip Air Freshener for Toilet Bowl	180	Each		
13	Anti-Bacterial (Tin) Spray	480	12.5 fl.oz		
14	Air Freshener (beaded/crystal in bottle/container)	40	12 oz		
15	Bleach	120	2pts		
16	Biodegradable cups (hot and cold liquid)	5000	12 oz		
17	Bug/Insect repellent (bottle/tin)	120	6 oz		
18	Microfiber Cleaning Cloth	144	12inches x12inches		
19	Multi-purpose Liquid Cleaner	150	56 fl. Oz		
20	Multi-purpose Liquid Cleaner	72	28 fl. Oz		
21	Anti-bacterial Liquid Cleaner	60	28 fl. Oz		
22	Garbage Bags (packs or rolls)	150	30" x 36"		
23	Garbage Bags (packs or rolls)	80	24" x 36"		
24	Garbage Bags (packs or rolls)	60	20" x 22"		
25	Foam type Hand Sanitizer (70% alcohol minimum)	300	1 L		
26	Hand wash Liquid Soap	24	8 fl. Oz		
27	Tub Dish washing solid	48	Large		
28	Tub Dish washing solid	60	Small		
29	Bottle Dish washing liquid	72	Large		
30	Hand Towels	72	Pieces		
31	Mop compatible with squeeze mechanism buckets	8	Pieces		
31	Bug/Insect Spray (Tin)	84	400 ml		
32	Paper Towel	150	Large roll		
33	Sweet Soap	240	Each		
34	Sponge (washing)	60	Each		
35	Soap Powder	60	375g		
36	Soap Powder	72	900g		
37	Toilet Tissue (48 bale rolls individually wrapped)	15	Bale		
38	Toilet Bowl Cleaner	100	750ml		
39	Waste Bins (with flip cover)	8	Large		
40	Toilet Brush	24	Each		
41	Long Handle Broom	24	Each		
42	Batteries (AAA)	60	Pairs		
43	Batteries (AA)	80	Pairs		
44	Batteries (DD)	24	Pairs		
45	Cardboards for Binding (white)	250	8 ½ x 11		
46	Clip Boards	24	8 ½ x 14		
47	Desk top calculators	12	Each		
48	Duct Tape/Masking Tape	12	Each		
49	Envelopes (Manilla)	4000	10"x12" 90GSM		

Goods and Related Services (Valued G\$7M to G\$15M)

50	Envelopes (white-windows)	1500	9"x4" 90GSM	Within the last week of every quarter or within 5 working days of purchase order request by procuring entity	Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown
51	File Folder (Cream)	1000	8 ½ x 11		
52	File Folder (Cream)	300	8 ½ x 14		
53	Folders/Envelope type (Plastic) with string or button to fasten	500	8 ½ x 11		
54	File Folder (Hanging)	150	8 ½ x 14		
55	Ink for Stamp Pad	18	Each		
56	Pencils (sharpened)	288	Each		
57	Permanent Fine Tip Markers (Black & Blue)	60	Each		
58	Permanent Fine (Black & Blue) Chisel tip	60	Each		
59	Dry Erase, fine Tip Markers (Black & Blue & Red)	40	Each		
60	Mouse Pad	20	Each		
61	Printing Paper (reams)	500	8 ½ x 11 (20lbs or 75gsm)		
62	Printing Paper (reams)	100	8 ½ x 14 (20lbs or 75gsm)		
63	Glossy paper for report printing	2	150GSM		
64	Black Ink Pen (singles)	432	(Easy Touch – Fine)		
65	Blue Ink Pen (singles)	576	(Easy Touch – (Fine)		
66	Black Precise Pen (singles)	60	Extra Fine		
67	Blue Precise Pen (singles)	60	Extra Fine		
68	3 Ring Binders – 2"	12	Each		
69	3 Ring Binders – 1.5"	12	Each		
70	White Board Eraser	5	Each		
71	Paper Tape	48	2 inches	As per-Purchase Order	Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown
72	HP Laserjet Ink - CF410A (black)	18			
73	HP Laserjet Ink - CF 411A (cyan)	15			
74	HP Laserjet Ink - CF 412A (yellow)	15			
75	HP Laserjet Ink - CF 413A (magenta)	15			
76	HP Laserjet Ink - CE410A (black)	15			
77	HP Laserjet Ink - CE 411A (cyan)	12			
78	HP Laserjet Ink - CE 412A (yellow)	12			
79	HP Laserjet Ink - CE 413A (magenta)	12			
80	HP 659A W2010 Black	12			
81	HP 659A W2011 Cyan	10			
82	HP 659A W2012 Yellow	10			
83	HP 659A W2013 Magenta	10			
84	HP 660A W2004 Drum	8			
85	HP 414A W2020 Black	5			
86	HP 414A W2021 Cyan	4			
87	HP 414A W2022 Yellow	4			
88	HP 414A W2033 Magenta	4			
89	Xerox 5225 Drum	3			
90	Xerox 5225 Toner	3			
91	Canon Toner 055 Cyan 4	4			
92	21 Canon Toner 055 Yellow 4	4			
93	22 Canon Toner 055 Magenta 4	4			
94	23 Canon Toner 055 Black	5			
95	Staple machine	24			
96	Sticky notes (equivalent to Studmark)	30			
97	Staple machine Heavy duty (equivalent to Studmark)	3			

Name

Signature

Stamp

TECHNICAL SPECIFICATIONS

ITE M No.	Brief Description of the Goods	Quantity	Physical Units	Sample required
1	Instant Coffee	156	100g	Samples required for items# 1,2: - Equivalent to Nescafe
2	Instant Coffee	36	50g	
3	Milk Powder (Fernleaf or Equivalent)	240	900g	
4	Milk Powder (Hi-Low or Equivalent)	100	900g	
5	Milo	160	400g	Samples required for items 6,7 - Equivalent to Lipton
6	Tea Bag (enveloped)	72	100 each per box	
7	Tea Bag (enveloped)	60	50 each per box	
8	Sugar (brown) (Demerara Gold or equivalent)	110	2kg	
9	Sugar brown) (Demerara Gold or equivalent)	130	1kg	Samples required for: Item #11- Equivalent to Glade Item # 12- Equivalent to Glade Item # 13- Equivalent to Lysol Item # 14 -Equivalent to Glade
10	Air Freshener (Tin) Spray	120	11oz	
11	Air Freshener deodorizer for washrooms (attached to wall)	150	Each	
12	Clip Air Freshener for Toilet Bowl	180	Each	
13	Anti-Bacterial (Tin) Spray	480	12.5 fl.oz	Sample required for item: Item # 17 – Equivalent to OFF spray
14	Air Freshener (beaded/crystal in bottle/container)	40	12 oz	
15	Bleach	120	2pts	
16	Biodegradable cups (hot and cold liquid)	5000	12 oz	
17	Bug/Insect repellent (bottle/tin)	120	6 oz	Sample required for item: Item # 19 – Equivalent to Fabulso
18	Microfiber Cleaning Cloth (Cheesecloth)	144	12inches x12inches	
19	Multi-purpose Liquid Disinfectant	150	56 fl. Oz	
20	Multi-purpose Liquid disinfectant	72	28 fl. Oz	
21	Anti-bacterial Liquid Cleaner	60	28 fl. Oz	Sample required for item: Item # 20 – Equivalent to Fabulso Sample required for item Item # 21- Equivalent to Pinesol
22	Garbage Bags (packs or rolls)	150	30" x 36"	
23	Garbage Bags (packs or rolls)	80	24" x 36"	
24	Garbage Bags (packs or rolls)	60	20" x 22"	
25	Foam type Hand Sanitizer (70% alcohol minimum)	300	1 L	Samples required for items: Items # 22-24- Equivalent to Heafy
26	Hand wash Liquid Soap	24	8 fl. Oz	
27	Tub Dish washing solid soap	48	Large	
28	Tub Dish washing solid soap	60		
29	Bottle Dish washing liquid	72	Large	Sample required for: Item # 25- Equivalent to Scott Sample required for: Item # 26- Equivalent to Purell
30	Hand Towels	72	Pieces	
31	Mop compatible with squeeze mechanism buckets	8	Pieces	
31	Bug/Insect Spray (Tin) (Equivalent to Baygon)	144	400 ml	
32	Paper Towel (equivalent to Bounty)	150	Large roll	Samples required for: Items # 27 and # 28- Equivalent to Axion
33	Toilet Soap (equivalent to Protex)	240	Each	
34	Sponge (washing)	60	Each	
35	Soap Powder (Equivalent to Breeze)	60	375g	
36	Soap Powder (Equivalent to Breeze)	72	900g	Item #29- Equivalent to Palmolive
37	Toilet Tissue (48 bale rolls individually wrapped) – equivalent to Houseproud)	48	Bale	
38	Toilet Bowl Cleaner – (equivalent to Harpic)	100	750ml	
39	Waste Bins (with flip cover)	8	Large	
40	Toilet Brush	24	Each	
41	Long Handle Broom	24	Each	
42	Batteries (AAA) (equivalent to Duracell)	60	Pairs	
43	Batteries (AA) (equivalent to Duracell)	80	Pairs	
44	Batteries (DD) (equivalent to Duracell)	24	Pairs	
45	Cardboards for Binding (white)	250	8 ½ x 11	
46	Clip Boards	24	8 ½ x 14	
47	Desk top calculators	12	Each	
48	Duct Tape/Masking Tape (equivalent to Studmark)	12	Each	

Goods and Related Services (Valued G\$7M to G\$15M)

49	Envelopes (Manilla)	4000	10"x12" 90GSM	
50	Envelopes (white -window)	1500	9"x4" 90GSM	
51	File Folder (Cream)	1000	8 ½ x 11	
52	File Folder (Cream)	300	8 ½ x 14	
53	Folders/Envelope type (Plastic) with string or button to fasten	500	8 ½ x 11	
54	File Folder (Hanging)	150	8 ½ x 14	
55	Ink for Stamp Pad	20	Each	
56	Pencils (sharpened)	288	Each	
57	Permanent Fine Tip Markers (Black & Blue)	60	Each	
58	Permanent Fine (Black & Blue) Chisel tip	60	Each	
59	Dry Erase, fine Tip Markers (Black & Blue & Red)	40	Each	
60	Mouse Pad	20	Each	
61	Printing Paper (reams)	500	8 ½ x 11 (20lbs or 75gsm)	
62	Printing Paper (reams)	100	8 ½ x 14 (20lbs or 75gsm)	
63	Glossy paper for report printing	2	150GSM	
64	Black Ink Pen (singles) (Equivalent to Pilot)	432	(Easy Touch – Fine)	
65	Blue Ink Pen (singles) (Equivalent to Pilot)	576	(Easy Touch – Fine)	
66	Black Precise Pen (singles)	120	Extra Fine	
67	Blue Precise Pen (singles)	120	Extra Fine	
	Red Precise pen (singles)	12	Extra Fine	
68	3 Ring Binders – 2"	12	Each	
69	3 Ring Binders – 1.5"	12	Each	
70	White Board Eraser	5	Each	
71	Paper Tape	48	2 inches	
72	HP Laserjet Ink - CF410A (black)	18	As per-Purchase Order	
73	HP Laserjet Ink - CF 411A (cyan)	15		
74	HP Laserjet Ink - CF 412A (yellow)	15		
75	HP Laserjet Ink - CF 413A (magenta)	15		
76	HP Laserjet Ink - CE410A (black)	15		
77	HP Laserjet Ink - CE 411A (cyan)	12		
78	HP Laserjet Ink - CE 412A (yellow)	12		
79	HP Laserjet Ink - CE 413A (magenta)	12		
80	HP 659A W2010 Black	12		
81	HP 659A W2011 Cyan	10		
82	HP 659A W2012 Yellow	10		
83	HP 659A W2013 Magenta	10		
84	HP 660A W2004 Drum	8		
85	HP 414A W2020 Black	5		
86	HP 414A W2021 Cyan	4		
87	HP 414A W2022 Yellow	4		
88	HP 414A W2033 Magenta	4		
89	Xerox 5225 Drum	3		
90	Xerox 5225 Toner	3		
91	Canon Toner 055 Cyan 4	4		
92	21 Canon Toner 055 Yellow 4	4		
93	22 Canon Toner 055 Magenta 4	4		
94	23 Canon Toner 055 Black	5		
95	Staple machine	24	6 inches	
96	Sticky notes	30	3"x 3" bloc, 9 colours	Sample required for Item #96 (equivalent to Studmark)
97	Staple machine Heavy duty (equivalent to Studmark)	3	Heavy duty, 100 sheet high capacity	

NOTE: Samples would be used as part of the evaluation to confirm with quality, weight and packaging specification. These samples will be retained if accepted.

SUPPLIER'S BID

ITEMS #:

TO: **GUYANA ENERGY AGENCY**

Dear Sir / Madam,

Having examined the bidding documents including Annexes and Addenda No _____ [specify numbers], the receipt of which is hereby acknowledged, we offer to execute the Supply and Delivery of Dietary, Janitorial and Office Supplies in accordance with the Contract conditions attached herein for the total amount of

The Value Added Tax (VAT) for our bid is

..... (amount in words and figures)

The Price of our bid, including VAT is

..... (insert the total bid price in words and figures, in Guyana dollars as per details given in the price schedule attached)

Alternative bids (at the Employer's request):

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

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

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

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

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

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

Dated the _____ day of _____ 202__.

Duly authorized to sign the Bid for and on behalf of

(name of Supplier)

(Full name)

(Title)

(Signature and seal)



PRICE SCHEDULE

ITEM No.	Brief description of goods	Quantity	Size	Unit price	VAT	Total price	Total Cost including delivery & VAT
1	Instant Coffee	156	100g				
2	Instant Coffee	36	50g				
3	Milk Powder (Fernleaf or Equivalent)	240	900g				
4	Milk Powder (Hi-Low or Equivalent)	100	900g				
5	Milo	160	400g				
6	Tea Bag (enveloped)	72	100				
7	Tea Bag (enveloped)	60	50				
8	Sugar (brown)	110	2kg				
9	Sugar brown)	130	1kg				
10	Air Freshener (Tin) Spray	120	11oz				
11	Air Freshener deodorizer for washrooms (attached to wall)	150	Each				
12	Clip Air Freshener for Toilet Bowl	180	Each				
13	Anti-Bacterial (Tin) Spray	480	12.5 fl.oz				
14	Air Freshener (beaded/crystal in bottle/container)	40	12 oz				
15	Bleach	120	2pts				
16	Biodegradable cups (hot and cold liquid)	5000	12 oz				
17	Bug/Insect repellent (bottle/tin)	120	6 oz				
18	Microfiber Cleaning Cloth	144	12inches x12inches				
19	Multi-purpose Liquid Cleaner	150	56 fl. Oz				
20	Multi-purpose Liquid Cleaner	72	28 fl. Oz				
21	Anti-bacterial Liquid Cleaner	60	28 fl. Oz				
22	Garbage Bags (packs or rolls)	150	30" x 36"				
23	Garbage Bags (packs or rolls)	80	24" x 36"				
24	Garbage Bags (packs or rolls)	60	20" x 22"				
25	Foam type Hand Sanitizer (70% alcohol minimum)	300	1 L				
26	Hand wash Liquid Soap	24	8 fl. Oz				
27	Tub Dish washing solid	48	Large				
28	Tub Dish washing solid	60	Small				
29	Bottle Dish washing liquid	72	Large				
30	Hand Towels	72	Each				
31	Mop compatible with squeeze mechanism buckets	8	Each				
31	Bug/Insect Spray (Tin)	84	400 ml				
32	Paper Towel	150	Large roll				
33	Sweet Soap	240	Each				
34	Sponge (washing)	60	Each				
35	Soap Powder	60	375g				
36	Soap Powder	72	900g				
37	Toilet Tissue (48 bale rolls	15	Bale				

Goods and Related Services (Valued G\$7M to G\$15M)

	individually wrapped)						
38	Toilet Bowl Cleaner	100	750ml				
39	Waste Bins (with flip cover)	8	Large				
40	Toilet Brush	24	Each				
41	Long Handle Broom	24	Each				
43	Batteries (AA)	80	Pairs				
44	Batteries (DD)	24	Pairs				
45	Cardboards for Binding (white)	250	Pairs				
46	Clip Boards	24	8 ½ x 11				
47	Desk top calculators	12	8 ½ x 14				
48	Duct Tape/Masking Tape	12	Each				
49	Envelopes (Manilla)	4000	Each				
50	Envelopes (white -window)	1500	10"x12" 90GSM				
51	File Folder (Cream)	1000	9"x4" 90GSM				
52	File Folder (Cream)	300	8 ½ x 11				
53	Folders/Envelope type (Plastic) with string or button to fasten	500	8 ½ x 14				
54	File Folder (Hanging)	150	8 ½ x 11				
55	Ink for Stamp Pad	18	8 ½ x 14				
56	Pencils (sharpened)	288	Each				
57	Permanent Fine Tip Markers (Black & Blue)	60	Each				
58	Permanent Fine (Black & Blue) Chisel tip	60	Each				
59	Dry Erase, fine Tip Markers (Black & Blue & Red)	40	Each				
60	Mouse Pad	20	Each				
61	Printing Paper (reams)	500	Each				
62	Printing Paper (reams)	100	8 ½ x 11 (20lbs or 75gsm)				
63	Glossy paper for report printing	2	8 ½ x 14 (20lbs or 75gsm)				
64	Black Ink Pen (singles)	432	150GSM				
65	Blue Ink Pen (singles)	576	(Easy Touch – Fine)				
66	Black Precise Pen (singles)	60	(Easy Touch – Fine)				
67	Blue Precise Pen (singles)	60	Extra Fine				
68	3 Ring Binders – 2"	12	Extra Fine				
69	3 Ring Binders – 1.5"	12	2"				
70	White Board Eraser	5	1.5"				
71	Paper Tape	48	Each				
72	HP Laserjet Ink - CF410A (black)	18	2 inches				
73	HP Laserjet Ink - CF 411A (cyan)	73	Each				
74	HP Laserjet Ink - CF 412A (yellow)	74	Each				
75	HP Laserjet Ink - CF 413A (magenta)	75	Each				
76	HP Laserjet Ink - CE410A (black)	76	Each				
77	HP Laserjet Ink - CE 411A (cyan)	77	Each				
78	HP Laserjet Ink - CE 412A	78	Each				

Goods and Related Services (Valued G\$7M to G\$15M)

	(yellow)						
79	HP Laserjet Ink - CE 413A (magenta)	79	Each				
80	HP 659A W2010 Black	80	Each				
81	HP 659A W2011 Cyan	81	Each				
82	HP 659A W2012 Yellow	82	Each				
83	HP 659A W2013 Magenta	83	Each				
84	HP 660A W2004 Drum	84	Each				
85	HP 414A W2020 Black	85	Each				
86	HP 414A W2021 Cyan	86	Each				
87	HP 414A W2022 Yellow	87	Each				
88	HP 414A W2033 Magenta	88	Each				
89	Xerox 5225 Drum	89	Each				
90	Xerox 5225 Toner	90	Each				
91	Canon Toner 055 Cyan 4	91	Each				
92	21 Canon Toner 055 Yellow 4	4	Each				
93	22 Canon Toner 055 Magenta 4	4	Each				
94	23 Canon Toner 055 Black	5	Each				

Grand Total.

Name

Stamp

Signature

SUPPLY CONTRACT FOR GOODS

THIS CONTRACT made the _____ day of _____ 202__ between

[name of Procuring Entity] (hereinafter referred to as "the Procuring
Entity"), on the one hand, and _____ [name of Supplier] from

[city and country of Supplier] (hereinafter referred to as "the Supplier"),
on the other hand have come to an Agreement on the following:

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

THIS CONTRACT WITNESSES AS FOLLOWS:

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

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

Signed and Sealed _____ [Full name and title of Procuring Entity's representative]

Signed and Sealed _____ [Full name and title of Supplier's representative]

BID SECURITY
(Bank Guarantee or Insurance Bond)

Whereas _____ [name of Bidder]
(hereinafter referred as "the Bidder") is ready to submit his bid dated _____ [date of bid
submission] for the **Supply and Delivery of Dietary, Janitorial and Office Supplies for the Guyana
Energy Agency** (hereinafter referred as "the Bid"),

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

THE CONDITIONS of this obligation are as follows:

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

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

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

(Full name of Bank / Surety representative)

(Title)

(Signature and seal)

Dated on « _____ » day of _____ 202__.

Address of the Bank / Surety issuing guarantee:

BID-SECURING DECLARATION

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

Date of Bid Submission (day/month/year):
RTB, MTB Reference No. (number of bidding process):
Alternative No. (insert identification No. if this is a Bid for an alternative):

To: **Guyana Energy Agency**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring for the period of time of two (2) years starting from the date of the award of contract if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days (28) after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

MANUFACTURER'S AUTHORIZATION

*The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.***

Date of Bid Submission(day/ month/ year):
IFB No:[insert number of bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: _____ [insert complete name of Purchaser]

WHEREAS

We _____ [insert complete name of Manufacturer], who are official manufacturers of _____ [insert type of goods manufactured], having factories at _____ [insert full address of Manufacturer's factories], do hereby authorize _____ [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us _____ [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 1.3 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: _____ [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: _____ [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: _____ [insert title]

Duly authorized to sign this Authorization on behalf of: _____ [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

PERFORMANCE SECURITY
(Bank Guarantee/ Performance Bond)

TO: Guyana Energy Agency

WHEREAS _____ [name of the Supplier] (hereinafter called "the Supplier") has undertaken, in accordance with the Contract No. _____ [Contract number] dated _____ 202_ to Supply and Deliver Office Supplies, Sundry and Janitorial Items (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a [Bank Guarantee or Performance Bond from an insurance company licensed by the Bank of Guyana] the sum specified therein as a security for compliance with the Supplier's obligations under the Contract,

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

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

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

This guarantee shall be valid till the _____ day of _____ 202_.

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

Dated on _____ day of _____ 202_.

Address of the Bank / Surety issuing guarantee: _____

LETTER OF ACCEPTANCE

(Letterhead paper of Procuring Entity)

_____ (date)

To: _____
(Name of Supplier)

(address of Supplier)

We hereby notify you that your bid dated the _____ day of _____ 202__, for the Supply and Delivery of Dietary, Janitorial and Office Supplies up to a total of _____
(amount in figures and words)

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

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

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

Name of Agency

Full name and Title

Signature of Authorized Representative

Annex: The Contract

AFFIDAVIT OF AUTHORIZATION

TO: _____ [name of Procuring Entity]

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

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

Dated on _____ day of _____ 202____. (seal)
(date)

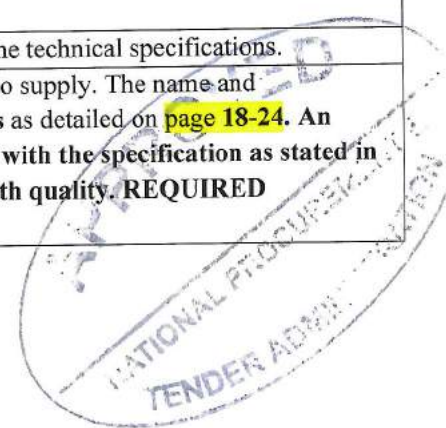
Note:

The affidavit of authorization must be drafted on a letterhead of the Supplier and signed by a Commissioner of Oats or Justice of Peace. The Bidder shall include this authorization in his Bid.

Evaluation and Qualification Criteria

No.	DESCRIPTION
1.	Submission of a valid business registration or certificate of incorporation that is clearly legible . Incorporated companies must submit a list of directors .
2.	Submission of a valid NIS compliance certificate in the name of the business as per business registration. Document must be clearly legible .
3.	Submission of a valid GRA compliance certificate in the name of the business as per business registration. Document must be clearly legible .
4.	Completed and signed supplier's bid page 22
5.	Completed and signed price schedule must be submitted.
6.	Completed and signed Delivery Schedule on page 18 or statement of agreement to supply goods/services within the period specified in the Delivery Schedule .
7.	Provision of documentation detailing the technical specifications for the items listed in the Delivery Schedule on page 17 or evidence to show that the goods match the Technical Specifications as detailed on page 20.
8.	Submission of bid security in the amount of 2% of the bid price in the form of a bond from an insurance company licensed by the Bank of Guyana or a bank guarantee or manager's cheque for total bid prices above G\$3,000,000
9.	Demonstrate experience and technical capacity by providing documentary evidence that shows the supply of goods/services similar to the items in the Delivery Schedule on page 17. Bidder must provide copies of contracts with previous clients, or copies of valid invoices showing items supplied to clients. Bidder must demonstrate the experience of supplying goods/services to a minimum value of (GYD \$2,000,000) .
10.	Evidence of financial capacity, in the name of the bidder, representing 20% of the bid price. Financial Capacity must be evidence in the form of a bank statement or Line of credit from a bank or Insurance company licensed by the Bank of Guyana . The line of credit must state a figure. The document must be dated within one month of the bid opening date and be clearly legible . When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company.
11.	Bidder must provide a letter of Authorization for the Procuring Entity to seek reference from the bidder's Bank relating to the financial capacity evidence supplied . The document must be dated within one month of the bid opening date and be clearly legible .
12.	Written confirmation of authorizing signatory must be provided. This must be in the form of an Affidavit of authorization and endorsed by a Commissioner of Oaths or Justice of Peace .
13.	Bidder must provide audited financial statements for the past three years for incorporated companies . Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note . OR Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the past three years . These financial statements must be approved by a Chartered accountant/accountancy firm .
14.	The Bidder shall provide accurate information on the related bidding form as provided on page 34 about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last three years. Pending Litigation: All pending litigation shall in total not represent more 50% of the Bidder's net worth and shall be treated as resolved against the bidder. If bidder has pending litigation representing more than the stated percentage, the bid will not be considered. Litigation History: Non-performance of a contract did not occur as result of supplier's default since 1st January, 2018. If bidder has a history of nonperforming contract the bid will not be considered.
15.	Bidder must provide a letter stating any or no terminated or abandonment of projects . The letter must be dated within one month of the bid opening date.
16.	Bidder meets the quality inspection through the submission of samples as requested in the technical specifications.
17.	Provision of CLEARLY LABELED samples as stated in technical specification table to supply. The name and specification of item MUST be visible and MUST match the Technical Specifications as detailed on page 18-24 . An assessment will be performed to determine whether the samples are in accordance with the specification as stated in the price schedule. These samples will be used for further evaluation to confirm with quality. REQUIRED SAMPLES MUST BE SUBMITTED

100% pass is required to be considered substantially responsiveness.



Award of Contract: The contract will be awarded to the Bidder who is substantially responsive to the bid document and who has offered the lowest bid price per item.

SAMPLES MUST BE SUBMITTED TO THE GUYANA ENERGY AGENCY
ADMINISTRATIVE SECTION ON OR BEFORE 13: 00 HOURS on August 5th 2022.

Labelling – Name of Project at the TOP left hand corner of the envelope.
Top left-hand corner:

Guyana Energy Agency

Do not open before 18th August, 2022.

SAMPLE for Supply of Equipment and Office Supplies for the Guyana Energy Agency

Address to: The Chairman
National Procurement and Tender Administration Board
Ministry of Finance
Main & Urquhart Streets
Georgetown
Guyana



Pending Litigation Format

☐ No pending litigation in accordance with Evaluation Criteria # 14

Year of dispute	Amount in dispute (currency)	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	[insert amount]	[insert percentage]	<ul style="list-style-type: none"> Contract Identification: [indicate complete contract name, number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/ city/ country] Matter in dispute: [indicate main issues in dispute] Status of dispute: [indicate if it is being treated under Arbitration or being dealt with by the Judiciary] 	[insert amount]

3. Litigation History

Litigation History Format

☐ No court/arbitral award decisions against the Bidder since 1st January 2018, in accordance with Evaluation Criteria # 14

Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
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