

**GOVERNMENT OF GUYANA**



**REQUEST FOR PROPOSAL FOR  
CONSULTANCY SERVICES (FIRM)**

**For**

**Environmental Assessment and Management  
Plan for 700 kW Moco Moco Hydropower  
Plant Rehabilitation Project**

**Guyana Energy Agency**

**March 2021**

# STANDARD REQUEST FOR PROPOSALS FOR SELECTION OF CONSULTANTS/FIRMS

## Introduction

This Standard Request for Proposals Documents (SRFP) has been prepared by the NPTA for use by the Procuring Entities in the procurement of consulting services through the request-for-proposals method with, either on a lump-sum or on a time-based price basis.

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.

The applicable forms are listed in the table of contents overleaf.

Request for additional information can be forwarded to:

[Guyana Energy Agency](#)

[295 Quamina Street](#)

[South Cummingsburg](#)

[Georgetown](#)

[Tel Numbers: 226-0394 ext. 223/241](#)

[Email: gea@gea.gov.gy](mailto:gea@gea.gov.gy)

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NPTA  
GEORGETOWN

March 2021

#### A. LETTER OF INVITATION

Dear Sir:

**Subject: Consultancy Services to Conduct Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project**

1. The Guyana Energy Agency (GEA”) is seeking to procure **Consultancy Services for the Preparation of an Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project in Region 9, Guyana.**
2. You are hereby invited to submit technical and financial proposals for the provision of the aforementioned services. Please note, that if successful, these proposals would form the basis for future negotiations and ultimately a contract between you and the Procuring Entity.
3. The purpose of this assignment is to provide an Environmental Assessment and Management plan to guide the Environmental Protection Agency (EPA) in issuing the Environmental Permit.
4. The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of Reference (TOR) (Annex A);
  - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Annex B); and
  - (c) A sample format of the contract for consultants’ services under which the service will be performed (Annex C).

5. **The Submission of Proposals**

The Proposal shall be submitted in two parts, Technical and Financial, and should follow the form given in the "Supplementary Information for Consultants."

The Technical and Financial Proposals must be properly sealed and labeled in separate envelopes and placed in an outer envelope labelled “**Consultancy Services to Conduct Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project, for the GUYANA ENERGY AGENCY**” and be addressed to the **National Procurement and Tender Administration Board, Ministry of Finance, Main and Urquhart Streets, Georgetown** and must be submitted no later than 9:00 hours on **April 13, 2021.**

The Technical Proposal must be labelled on the top left-hand corner “**Technical Proposal to Conduct Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project for the GUYANA ENERGY AGENCY.**”

The Financial Proposal must be labelled on the top left-hand corner '**Financial Proposal for Consultancy Services to Conduct Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project for the GUYANA ENERGY AGENCY.**'

Only the technical proposal will be opened as per the date identified above. The financial proposal will only be opened for persons who meet the technical minimum score of 80 points at a subsequent date and time to be determined. Only responsive bidders will be notified.

6. **Bid Securing Declaration**

A Bid Securing Declaration is **Not Applicable**.

7. **Compliances**

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

8. **Evaluation Criteria**

The Procuring Entity will award the Contract to the Bidder whose proposal is determined to be substantially responsive to the bidding documents, and who offered the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be eligible and has met the qualification requirements in accordance with the Criteria in Annex B-1.

9. **Deciding Award of Contract**

Your proposal will be evaluated and ranked on its merit in accordance with the evaluation criteria outlined in the Supplementary Information attached and, if selected, could eventually form the basis for negotiations and, ultimately, a contract between your firm and the Procuring Entity. It is anticipated that contract negotiations with the selected firm would commence in **May 2021** and the assignment would commence by July 2021 or a suitable date subsequently agreed between the Procuring Entity and the Contractor.

Negotiations will be held with you only if the technical proposal attains the required minimum score. You must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals. If the negotiation with you is successful, the award will be made to you. If negotiations fail, and if it is determined that a contract with reasonable terms cannot be concluded with you, the process of selection of Consultant, issue of letter of invitation etc. will be repeated with the second ranked consultant, and so on, until an agreed contract is concluded.

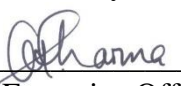
10. Please note that the Procuring Entity is not bound to select any of the Consultants submitting proposals.

11. If your firm does not have the necessary expertise for a specific task, you may associate with another firm or engage specialists or experts to enable presentation of a full range of expertise required for the assignment. In order to assure the effective use of local knowledge, support institutional development and transfer of technology, you are

encouraged to associate with qualified organizations and/or individual specialists from Guyana for one or more tasks, in part or in full, but your firm shall be the prime consultant.

12. It is estimated that approximately two (2) person-months of services will be required for the assignment. You should therefore base your financial proposal on this figure.
13. You are required to hold your proposal valid for 90 days from the date of submission during which period you will maintain without change, your proposed price. The Procuring Entity is expected to finalize the agreement within this period.
14. In order to familiarize yourselves with the project and the local conditions you may wish to visit the project area. In this case you should advise the procurement entity of your intended visit in adequate time to allow them to make appropriate arrangements. However, it should be clearly understood that any costs incurred by you for the site visit and collection of preliminary information for preparation of the proposal or for the subsequent negotiations will not be reimbursed.
15. Assuming that the contract can be satisfactorily concluded in time, you will be expected to take-up/commence the assignment in **May 2021** or a mutually agreed date.
16. We wish to remind you that any manufacturing or construction firm with which you might be associated, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
17. Tax Liability
  - (a) Domestic and foreign consultants who are resident in Guyana: Please note that the remuneration which you receive from this contract will be subject to the normal tax liability in Guyana. Kindly contact the relevant tax authorities for further information in this regard, if required.
  - (b) Foreign Consultants who are not resident in Guyana: Please note that the remuneration which you receive from this contract will be subject to withholding tax at a rate of 20% on gross earnings, except for Consultants from Canada, United Kingdom and member countries of CARICOM which have the Double Taxation Treaties with Guyana where the treaty rates apply.

Yours faithfully,

  
\_\_\_\_\_  
Chief Executive Officer  
Guyana Energy Agency

**Enclosures:**

- Annex A. Terms of Reference
- Annex B. Supplementary Information to Consultant
- Annex C. Draft Contract

**TERMS OF REFERENCE**

**ENVIRONMENTAL ASSESSMENT AND MANAGEMENT PLAN FOR  
THE 600 kW MOCO MOCO HYDROPOWER PLANT REHABILITATION PROJECT**

**1. Introduction**

The Terms of Reference sets out the framework for the preparation of the Environmental Assessment and Management Plan (EAMP) for the proposed 700 kW Moco Moco Hydropower Plant Rehabilitation Project located at Moco Moco, Region 9. The EAMP will focus on the assessment of the environmental consequences of the project and outline the appropriate environmental management practices to be applied during the phases of the project.

**2. Background**

The Moco Moco Hydropower Plant is located on the Moco Moco River in Region 9, Guyana, about 20 km southeast of Lethem, the administrative headquarter of the region.

Location of the hydro power house: **3°17'47.87"N, 59°38'42.12"W**

Location of the hydro power dam: **3°17'13.32"N, 59°38'2.63"W**

Elevation: **146.54 m – 377.98 m above sea level (turbine – weir crest)**

The Moco Moco River belongs to the Amazon River system. It originates from the north of the Kanuku Mountains, runs a tropical steppe with scarce trees (savannah) and converge into the Takutu River which is the boundary river between Guyana and Brazil.

The hydropower plant with an installed capacity of 500 kW was commissioned on November 22, 1999 and has provided electricity to Lethem and the surrounding villages. It operated as a run-of-the-river plant, diversion type, with a high water head of about 231 m gross. However, on July 5, 2003 the penstock was damaged by a landslide, triggered by heavy rainfall, which rendered the plant inoperable.

The Government of Guyana has secured funding from the Islamic Development Bank (IsDB) for the rehabilitation and upgrade of the plant to 700 kW capacity. As part of the rehabilitation works a geotechnical survey of the plant's site to obtain the required geological and topographical information for the rehabilitation design of the facility, particularly as it relates to the penstock alignment is required. The information from this study is also expected to be taken into consideration in the preparation of the Environmental Assessment and Management Plan.

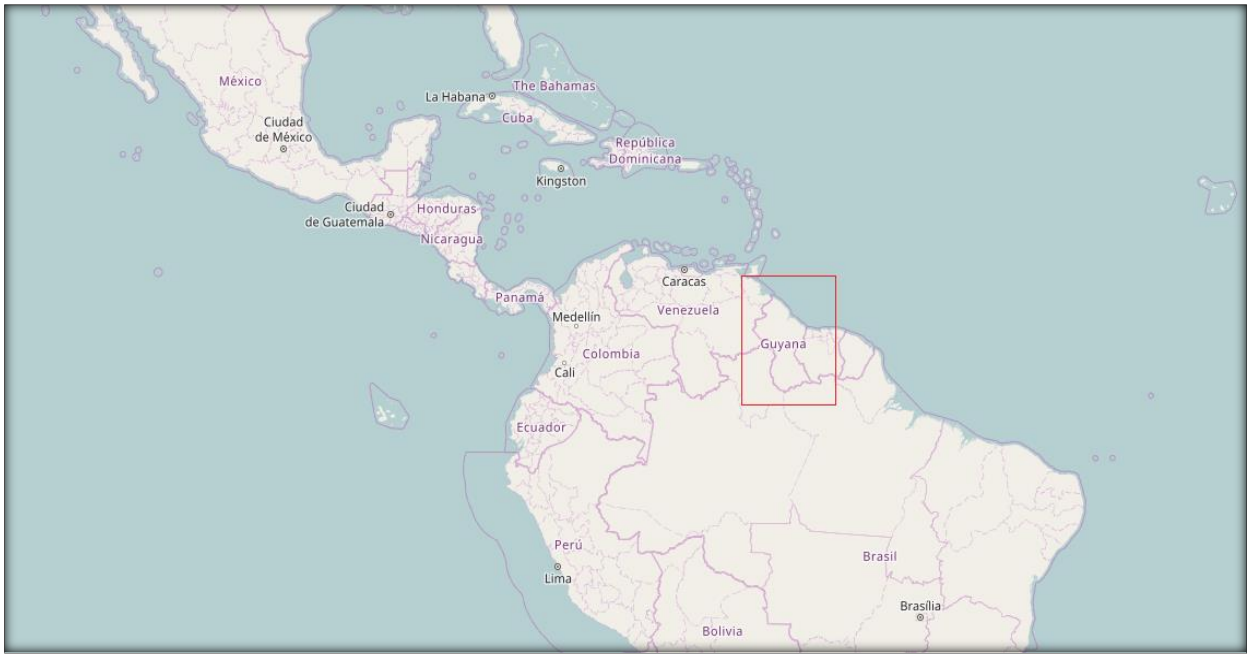


Figure 1: Location of Moco Moco Village



A concept overview of the rehabilitation project is shown in Figure 2 below.

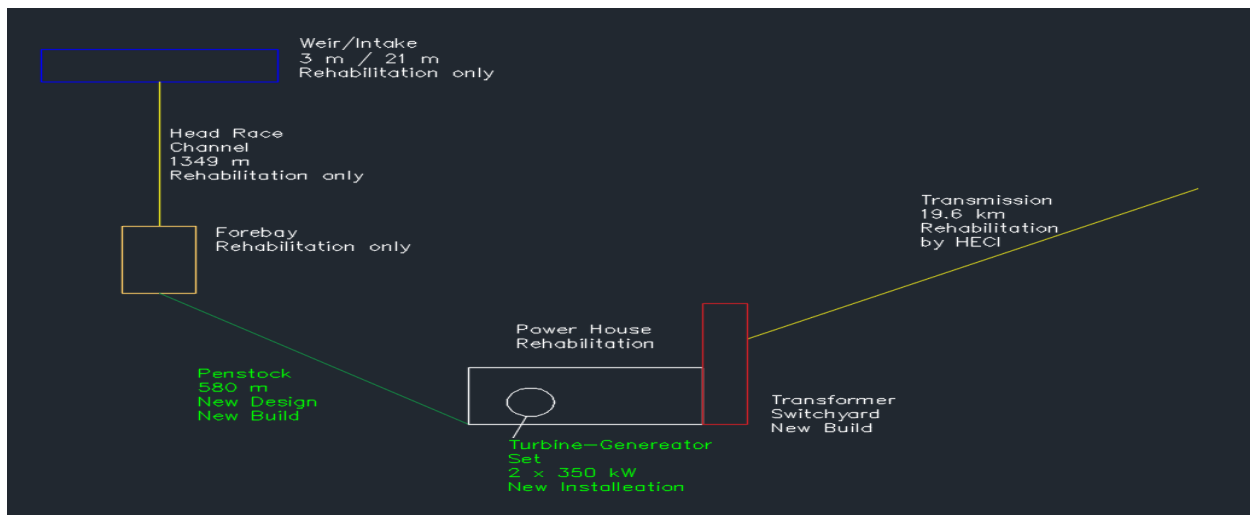


Figure 2, A Simple Concept of the Rehabilitation Project

### 3. Environmental Assessment Regulations

The now defunct Moco Moco Hydropower Plant will be rehabilitated and its capacity upgraded to 700 kW for the primary purpose of generating electricity using the water resource of the Moco Moco River. To conform to relevant environmental laws of Guyana, the following policy guidelines and legislation provide the framework within which the project must operate;

- 1) The National Environmental Action Plan, 1994
- 2) The Environmental Protection Act, 1996
- 3) The Wild Birds Protection Act, 1973
- 4) The Aquatic Wildlife Control Regulation, 1996
- 5) The Forestry Act, 1953 (and its proposed revision, 2009)
- 6) National Forest Policy and Plan
- 7) Public Health Ordinance, 1953
- 8) National Trust Act,
- 9) The Town and Country Planning Act,
- 10) The Drainage and Irrigation Act,
- 11) The Guyana Geology and Mines Commission Act, 1979
- 12) The National Development Strategy (draft), 2000
- 13) Environmental Protection Water Quality Regulations, 2000
- 14) Environmental Protection Air Quality Regulations 2000
- 15) Environmental Protection Noise Quality Regulations 2000
- 16) Environmental Protection Hazardous waste management regulations
- 17) Environmental Protection Authorization Regulations 2000
- 18) Occupational Safety and Health Act, 1997
- 19) National Biodiversity Action Plan, 1999
- 20) Wildlife Conservation Regulation, 2013
- 21) National Energy Policy (1994)
- 22) Unserved Areas Electrification Programme (2004-2010)
- 23) Guyana Power Sector Policy and Implementation Strategy (2010)

- 24) Poverty Reduction Strategy Paper (2011-2015)
- 25) Low Carbon Development Strategy (2009, 2010 and 2013)
- 26) Regional Energy Policy (2013)
- 27) Draft Hinterland Energy Strategy (2013)
- 28) Guyana Energy Agency Draft Strategic Plan (2016-2020)

Guyana is a signatory to various international and regional conventions and protocols aimed at addressing environmental concerns. Some of these that are applicable to the Moco Moco Hydropower Rehabilitation Project are:

- 1) Convention on International Trade in Endangered Species of Fauna and Flora (CITES), 1973
- 2) Convention on Biological Diversity, UNCED, 1992
- 3) Treaty on Cooperation for the Development of the Amazon Basin, Brasilia, 1978
- 4) United Framework Convention on Climate Change, UNCED, 1992
- 5) Convention on the Protection of the World Cultural and National Heritage, 1972
- 6) Agenda 21
- 7) United Nations Convention Combating Desertification (UNCCD)

The above listed environmental laws, conventions and protocols provide legal authority for institutions in the country to implement mitigation measures, monitoring and technical supervision, thereby promoting the effective involvement of various concerned groups in development actions.

#### **4. Objectives of the Environmental Assessment and Management Plan (EAMP)**

1. Describe the phases of the proposed activity and identify the risks associated with each phase, and the receptors that will be potentially affected.
2. Identify the potential project failure modes.
3. Identify the potential environmental, economic and social impacts associated with project.
4. Identify cost effective measures to manage/reduce the impacts and risks associated with the project to an acceptable level that is in accordance with EPA regulations.
5. Develop a monitoring plan for baseline, impact, and compliance monitoring.

#### **5. Project Description**

##### **5.1. Objective of the Project**

The goal of the project is to provide Lethem and surrounding villages with affordable energy services, generated from a sustainable and renewable source.

##### **5.2. Project Components**

The project comprises the following components:

- 1) Weir/ intake structure (rehabilitation)
- 2) Headrace canal (rehabilitation)
- 3) Forebay with sand trap, (rehabilitation)
- 4) Penstock (new installation)
- 5) Powerhouse (new installation)

- 6) Switch Yard (new installation)

### **5.3. Geographic Location of the Site**

The project is located in Region 9, 20 km Southeast of Lethem, the administrative headquarter of the region. Location hydro power plant: **3°17'47.87"N, 59°38'42.12"W**. The area is accessed by the Linden Lethem Road.

## **6. Requirements**

The EAMP submitted to the Procuring Entity must be accurate, clear, unambiguous and suitable for an understanding of the treatment, control and backup methods to be employed. The EAMP should provide a comprehensive description of the proposed/existing activity including its location (project address, block and section and certificate of ownership). Specific matters requiring attention are:

1. Justification and/or objectives for the proposed/existing activity;
2. The legal framework, including existing zoning and environmental approvals, decision making authorities and involved agencies; and
3. Consideration of alternative options.

### **6.1 Key Characteristics of the Proposed/Existing Activity**

Include a description of the components of the proposed/existing activity, including the nature and extent of proposed and current works. This should include, but not be limited to, the following:

1. Life of project.
2. Total land area of site.
3. Identify any subsurface developments and include relevant details (e.g. Water table depth).
4. Area of disturbance (including access).
5. Operating hours (during construction and business operating hours).
6. Phases of the project:
  - i. Provide adequately dimensioned plans clearly showing the location and elements of the proposed/existing activity that are significant from the point of view of environmental protection.
  - ii. Locate and show dimensions (for progressive stages of development, if relevant) of plant, amenities buildings, access ways, stockpile areas, dredge areas, waste product disposal and treatment areas, all dams and water storage areas, storage areas including fuel storage and waste oil and landscaped areas.
  - iii If appropriate, a process chart/mass balance diagram showing inputs, outputs and waste streams.
7. Waste management.

8. Water supply source (including maximum annual requirement).
9. Fuel storage capacity and quantity used (No. of fuel storage tanks above or underground).
10. A map showing the proposed/existing activity in the local context and in the regional context. The plan/s should include contours, north arrow, scale bar, legend, grid coordinates, the source of the data and a title.

## **6.2 Environmental Policy and Legal Framework**

The EAMP should describe the Company's Environmental Policy and its alignment with National Environmental Policies and Multilateral Environmental Agreements (MEAs) e.g. GSDS, LCDS, etc. and its commitment to the protection of the environment and the Legal Framework and explain how these will inform the design, development, and implementation of the EAMP. Some aspects to consider are:

1. The project developer's/company's profile, environmental management policies and commitments: This section should include a summary of existing policies, guidelines and commitments in relation to health, safety and environment. It should also show the link of the company's policies and commitment to national policies and MEAs.
2. Institutional arrangements: This section should clearly define the responsibilities for management actions contained in the EAMP and clarify arrangements for coordination among the role players involved in implementation. Further, a flow diagram should be included showing responsibilities and communication channels.
3. Legal requirements for the project: The EAMP should identify the legislation, standards, guidelines and associated permits or licenses that apply to the project and are related to management activities specified in the EAMP. This section aids in identifying the legal framework for environmental protection and the legal basis for mitigation.
4. Definition of the environmental management objectives to be realized during the life of a project (i.e. pre-construction, construction, operation and/or decommissioning phases) in order to enhance benefits and minimize adverse environmental impacts.
5. Description of the detailed actions needed to achieve the environmental management objectives: The description of actions should include how they will be achieved, by whom, by when, with what resources, with what monitoring/verification, and to what target or performance level. Mechanisms must also be provided to address changes in the project implementation, emergencies or unexpected events, and the associated approval processes.

## **6.3 Environmental Factors**

The EAMP should focus on the relevant environmental factors for the proposed/existing development, and these should be agreed in consultation with the Procuring Entity and other stakeholder agencies when necessary. The following points should be covered in the EAMP:

1. A description of the surrounding environment, including land uses and land features of the area. This also includes a description of the geology of the area and baseline information on the biodiversity in the area.

2. Summary of potential impacts associated with the proposed activity: Identify all impacts that could arise during each phase of the operation and distinguish, where applicable, between negative and positive impacts, direct and indirect impacts, immediate, short-term and long-term impacts, and cumulative impacts.

Describe impacts quantitatively, as far as possible, and consider those that can occur in unforeseen circumstances. The reliability of forecasts and predictions shall be indicated as appropriate. Impacts must be categorized and illustrated using an appropriate format e.g. matrices where applicable. Data from other existing activities using the same technology should be used to compare or assist in the prediction of impacts for this proposed project, where applicable.

A determination of impact significance shall be provided for each key environmental or socio-economic and cultural component (by major phase or activity) after considering the application of proposed mitigation measures (i.e. rank the significance of residual effects following mitigation).

The potential impacts to be discussed include, but are not limited to, those related to:

- Human beings including, but not limited to, such aspects as:
- Community (health, safety, socio-cultural);
- Investigate possible effects to demographic and socio-economic and cultural profiles of the communities that would be potentially affected by the project e.g. consider neighboring farmlands, local employment and training, local procurement, vulnerable groups (youth and elderly, handicapped, other users of the area etc.), transport, health services, security, lifestyle and culture.
- The introduction of increased dangers (e.g. fire, explosion, spills, chemical and other hazardous substances, if applicable) to the surrounding environment, including neighboring communities;
- Flora and fauna including, but not limited to, such aspects as:
  - Impacts on terrestrial and aquatic habitat use and ecology;
  - Impacts to sensitive species such as endangered or subsistence/commercially exploited species;
  - Expected changes in the health of flora and fauna that will result from the introduction of the activity. This must include any expected changes to species count and diversity within the study area. The assumptions used for making such correlations must be explained;
  - Natural habitats - determine/estimate the degree of habitat fragmentation or degradation likely to occur both in qualitative and quantitative terms (i.e. acreage or extent of habitat fragmentation or reduction as well as the reduction in biodiversity and available ecological niches);
  - Wider impacts on terrestrial ecology of the study area, as effects are transferred along the food chain.
- Water (surface and groundwater) quality — including, but not limited to, such aspects as:
  - Impacts to the hydrology of the study area in terms of changes to groundwater recharge rates, drainage patterns, sediment loads and effects on water table (impacts should be quantified/qualified in relation to appropriate baseline parameters). Consider impacts to hydrological resources in terms of loss or impairment of resource (i.e. healthy ecological/aquatic habitat and source of potable water); The cumulative water quality

effects that are likely to result from the project in combination with other existing, approved and other ancillary projects;

- Air quality, climate and climate change;
- Noise: estimate the potential for increased noise from the operations and vehicles, to the nearby communities (where applicable) and fauna;
- Geology, soils and terrain;
- Solid waste: identify the activities of all phases of the project that may produce both hazardous and non-hazardous solid waste, and assess the possible impacts associated with the type of waste produced;
- Impacts on archaeological and historical sites and cultural resources of interest, where applicable.

3. Description of mitigation measures:

The EAMP should identify feasible and cost-effective mitigation measures to reduce significant negative environmental impacts to acceptable and legal levels. Mitigation measures should be described in detail and be accompanied by designs, equipment descriptions, and operating procedures. The technical aspects of implementing the mitigation measures should be described.

4. Description of monitoring program:

Environmental performance monitoring should be designed to ensure that mitigation measures are implemented. The monitoring program should clearly indicate the linkages between impacts, indicators to be measured, measurement methods and definition of thresholds that will signal the need for corrective action.

A monitoring program could comprise three aspects:

- i. Baseline measuring: This should occur prior to the start of the project or activity in order to determine the level and status of the environmental parameters prior to any impacts associated with the project or activity.
- ii. Impact (or performance) monitoring: This type of monitoring should be ongoing throughout the project's life-cycle. Further, impact monitoring must be implemented to ensure that environmental impacts are within the predicted levels and that specified environmental performance targets are being achieved.
- iii. Compliance monitoring: This type of monitoring is implemented to ensure that the prescribed mitigation measures are effective. Further, it ensures that the level of environmental parameters is compliant with the laws, regulations, and standards stipulated in the legal framework for environmental protection identified in the EAMP.

5. Implementation schedule and reporting procedures:

An implementation schedule must be prepared showing the sequence and timing (including frequency and duration) of the management actions and monitoring activities of the EAMP. The measures should be specified in an implementation schedule, showing links with the overall project.

Procedures to provide information on the progress and results of mitigation and monitoring measures should also be clearly specified.

6. Cost estimates:  
Section provides cost estimates for initial and recurring expenses for implementation of the EAMP, including provision for: mitigation and enhancement actions; training and environmental awareness requirements; monitoring; auditing; and corrective actions.
7. Training and environmental awareness:  
This section of the document should specify the requirements with regards to training and environmental awareness for all site and other project personnel to ensure that actions specified within the EAMP are implemented effectively and efficiently.
8. Documentation and record keeping:  
The EAMP should indicate what systems will be put in place to ensure proper document handling and control, for all EAMP documentation.
9. Reporting procedures:  
This section should stipulate the reporting procedures and practices to be followed during EAMP implementation.
10. Auditing:  
This section should provide details on the schedule for environmental auditing, auditing team, reporting of results and corrective actions when needed.
11. Emergency response plan (ERP):  
This plan is developed with a goal to protect human health and the environment to the extent possible through minimization of impacts.

#### 6.4 EAMP Submission Checklist

This checklist is presented to help improve the information being provided and as such assist in reducing the timeframe for assessments. Information must be provided on all those items that are relevant to the proposal/existing development.

NO.	ISSUES TO CONSIDER	YES	NO	NA
1.	<b>Have you described the proposed/existing development in full and included plans showing the location of the proposed/existing development and surrounding environment (land uses/features)?</b>			
	a. Description of proposed activities b. Ownership details of proposed land area c. Bush land areas, other system areas and reserves d. Wetlands and waterways (e.g. declared waterways, etc.) e. Priority surface and groundwater protection areas (e.g. public drinking water sources and other declared areas).			

	<p>f. Any existing site contamination or details of previous land uses which may have contaminated the soil or water resources.</p> <p>g. A layout of the proposed/existing development on a site plan with the current topography including contour lines and catchment boundaries, catchment areas, adjacent areas including creeks and buildings; the location of permanent storm water inlets, pipes, outlets, and other permanent drainage facilities, current vegetation on site and vegetation to be removed from the site, and detailed alterations to existing land structures.</p>			
<b>2</b>	<b>Have you addressed relevant issues from the following list and identified control measures to address environmental impacts? Details on control measures identified for each particular issue must be included.</b>			
	<p>a. Air.</p> <p>b. Particulates/dust.</p> <p>c. Odor.</p> <p>d. Noise/vibration.</p> <p>e. Surface water.</p> <p>f. Groundwater.</p> <p>g. Wastewater reuse.</p> <p>h. Solid waste.</p> <p>i. Hazardous waste (medical, radioactive, chemical).</p> <p>j. Hazardous materials.</p> <p>k. Chemical substances, management and storage.</p> <p>l. Compressed/liquid gas.</p> <p>m. Underground/above ground fuel storage tanks.</p> <p>n. Discharges to land.</p> <p>o. Discharges to surface water.</p> <p>p. Discharges to groundwater.</p>			
<b>3.</b>	<b>Have you addressed onsite water usage? for example:</b>			
	<p>a. Irrigation.</p> <p>b. Cleaning.</p> <p>c. Drinking.</p>			
<b>4.</b>	<b>Have you provided the following information?</b>			
	<p>a. Operating hours.</p> <p>b. Timescale for completion of construction works.</p> <p>c. Planned timelines for construction and operation.</p> <p>d. Risk assessment.</p> <p>e. Environmental Protection measures required.</p> <p>f. Detailed Monitoring Schedule</p> <p>g. Company contact details including 24-hour emergency phone number.</p>			



## **6.5 Level of Effort**

The level of effort required for the completion of the tasks should not exceed a total of two (2) man-months of service and is expected to commence on or about **May 2021** and be completed by June 2021.

## **6.6 Personnel**

### **Key Experts:**

All the experts who have a crucial role in implementing the contract are referred to as key experts and detailed profiles of these key experts must be provided and follow the form given in the "Supplementary Information for Consultants". Overall, the Consulting Firm shall provide a suitably qualified team to carry out the Environmental Assessment and Management Plan. The pertinent skillsets are identified in the Evaluation Criteria.

## **7. Presentation of Results**

All results of the assessment shall be presented using suitable graphs, tables and charts where appropriate.

- All areas assessed shall be identified with a code indicating the point's meaning, e.g. 1 = border line, 30 = road, etc. A list depicting the meaning of each code shall be submitted.
- All maps (if any) shall be oriented to the north direction of the applied coordinate systems and shall show the magnetic north direction.
- Two (2) hardcopies and one (1) exact electronic PDF copy on Flash Drive of drawings shall be submitted. The drawings shall be in common scales, e.g. 1:250, 1:500, and not in odd scales, e.g. 1:375 etc.

## **8. Reports and Deliverables**

Upon completion of the assessment, a report containing, among others, the following shall be prepared by the consultant and made available to the GEA. The reports shall be submitted as editable digital version (e.g. MS Word or Adobe pdf file)

1. Detailed Report
2. Digital AutoCAD (\*.dwg or \*.dxf format) maps of the project area. The maps should contain natural and man-made features within the surveyed areas. All infrastructures such as roads and active trails must be mapped. The map should also contain the land rights and properties.
3. Printout a legible Copy of Map in a required paper size to fit all details with font size not less than 8.
4. Detailed Report documenting: problems faced, and solutions found while doing the survey, interpretation on the results and the corresponding recommendation for improvement if necessary.

### **8.1 Draft Report**

The Draft Final Report shall cover the total requirement of the Works, including the following:

- a) Methodology of assessment
- b) Instrument and equipment used
- c) Description of temporary points taken for reference

- d) Description of permanent points/areas assessed
- e) Accuracy of test and surveys
- f) Outputs:
  - i. Maps in AutoCAD format as well as hardcopy (if applicable)
  - ii. Digital Map with all features mentioned under 2 above.
  - iii. Interpretation of results and the corresponding recommendation for improvement if necessary

## **8.2 Final Report**

Final Report shall cover the total requirement of the Works, including the following:

The Consultant shall duly incorporate all the comments of the GEA in the final report. The Consultant shall provide to the GEA one (1) editable soft copy and two (2) hard copies of the final version of the Environmental Assessment and Management Plan. Soft copy shall be in word format.

## **9. Timeline for the Submission of Proposals**

All proposals must be submitted in a sealed enveloped labelled “**Proposal to Conduct Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project**” and deposited in the tender box at the address below, no later than **April 13, 2021**.

Chairman,  
National Procurement & Tender Administration Board  
Ministry of Finance  
Main & Urquhart Streets, Georgetown

## **10. Evaluation Criteria**

Proposals will be evaluated based on the requirements set out in the Evaluation Criteria given in Annex B-1 of the documents.

# INSTRUCTIONS TO BIDDERS

## DATA SHEET

Paragraph Reference	
1.1	Name of the Client: Guyana Energy Agency
1.2	<b>Price Proposal to be submitted together with Technical Proposal: Yes, but in a sealed envelope and place in one outer envelope as dictated at Clause 4 of the Letter of Invitation</b>
1.3	The Client's representative is: <b>Chief Executive Officer, Guyana Energy Agency</b> <b>Address: 295 Quamina Street, Georgetown.</b> <b>Telephone: 226-0394</b> <b>Fax: 226-5227</b>
1.4	Proposals must remain valid for 90 days after the submission date.
2.0	Clarifications may be requested not later than 5 working days before the submission date. The address for requesting clarifications is: <b>Chief Executive Officer</b> <b>Guyana Energy Agency</b> <b>295 Quamina Street, South Cummingsburg, Georgetown or email:</b> <a href="mailto:gea@gea.gov.gy">gea@gea.gov.gy</a>
3.0	Proposals shall be submitted in the following language: English
3.1	The estimated number of professional staff-months required for the assignment is: <b>2 man-months</b>
3.2	NOTE: The price proposal shall include for all taxes.
4.0	Consultant must submit one (1) original (hardcopy) and two (2) exact electronic PDF copies of both the Technical and Financial Proposals on Flash Drive.
4.1	The Proposal submission address is: <b>The Chairman</b> <b>National Board of Procurement and Tender Administration</b> <b>Ministry of Finance</b> <b>Main &amp; Urquhart Streets, Georgetown, GUYANA</b> Proposals must be submitted no later than the following date and time: 9:00am on Tuesday <b>April 13, 2021.</b>
5.0	The single currency for price conversions is: Guyana Dollar The source of official selling rates is: Bank of Guyana, Georgetown, Guyana. The date of exchange rates is: <b>April 13, 2021.</b>

## Annex B

### SUPPLEMENTARY INFORMATION FOR CONSULTANTS

#### Proposals

1. Under cover of the Proposal Submission Letter (form F-1), Consultants shall submit technical and financial proposals in clearly marked separate, sealed envelopes (marked as technical and financial proposals) enclosed in an outer envelope and addressed to the Chairman, National Procurement & Tender Administration Board, Main & Urquhart Streets. The outer envelope shall bear the RFP title **“Proposal to Conduct Environmental assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project”** and the words: **“DO NOT OPEN BEFORE, 9:00 hours on April 13, 2021”**.

Proposals should include the following information:

(a) Technical Proposals

- (i) Description of the Consultant’s business and areas of expertise;
- (ii) An outline of recent experience of similar assignments/projects executed during three years in the format given in Form F-2, demonstrating your firm’s knowledge of the project requirements and understanding of the tasks referred to in the scope of work. Information on the current assignments of the Consultant should also be presented;
- (iii) Curricula Vitae of Consultant’s key personnel (F-3) including permission letter from each of the personnel signed and dated;
- (iv) Any comments or suggestions from the Consultant on the Terms of Reference (TOR), including comments, if any, on the data, services and facilities to be provided to the Guyana Energy Agency;
- (v) A description of the manner in which Consultant would plan to execute the work, for each task separately. Work plan time schedule in Form F-4, approach or methodology proposed for carrying out the required work, personnel to be assigned to each task, and staff months;
- (vi) The Consultant's comments, if any, on the data, services and facilities to be provided by the Guyana Energy Agency indicated in the Terms of Reference (TOR);
- (vii) Evidence of ownership/rental of key equipment to execute the work;
- (viii) A valid business registration or certificate of incorporation that is clearly legible. Where bidder is part of an unincorporated joint venture, a legible copy of joint venture agreement is required. Copy of joint venture agreement must state the joint venture partner to which invoice will be paid and contract to be signed. Where bidder is a joint venture company, a legible copy of certificate of incorporation is to be submitted. Each party must submit valid compliances as per item ix below;
- (ix) Valid certificates of compliance from GRA and NIS and VAT registration (only applicable to Bidders resident in the country of the Procuring Entity);

- (x) 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.

(b) Financial Proposals

The financial proposals should be given in the form of [summary of Contract estimate in Form F – 5B].

Foreign costs can be denominated in USD and accompanied by supporting documents to justify the elements involved. Local costs must be denominated in Guyana dollars. The costs shown should include a breakdown of the monthly remuneration rate for each professional staff to be assigned and a general breakdown of out-of-pocket expenses (such as international travel, per diem and report preparation, etc.). [In the case of lump-sum contracts, such pricing information is sought for the purposes of arriving at a price for additional work.]<sup>1</sup>

The Executing Agency retains the right to audit, during and after the services, the selected firm's accounts and time and cost records relevant to the services, including accounts and records that will enable verification of the breakdown of billing rates and the costs related to the project.<sup>2</sup>

- 2. Two exact electronic PDF copies of the proposals should be submitted to the address indicated in paragraph (4) of the Letter of Invitation.

**3. Evaluation of Proposals**

Proposals will be evaluated in a two-stage manner, commencing with evaluation of technical proposals and allocation of merit points and ranking of technical proposals. Only then will the financial proposals be opened, and only those consultants whose technical proposals attained a score of at least 80 points in the technical evaluation. [Consultants will be given an opportunity to attend the opening of financial proposals.]

Technical proposals shall be evaluated and merit points awarded based on the following:

- (i) The Consultant's general experience over three years in the disciplines forming part of the total assignment, with specific reference to experience in Guyana or in similar contexts. (35 points)
- (ii) The adequacy and quality of the proposed work plan, and the approach and methodology proposed to implement the TOR. (30 points)
- (iii) The qualifications, experience and competence of the key personnel proposed for the assignment. (35 points)

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<sup>1</sup> Delete text in brackets in case of time-based contract.

<sup>2</sup> This paragraph should be deleted in the case of lump-sum contracts.

Curriculum Vitae (CV) for key personnel proposed for the assignment shall be included with the proposal. Each member of the team shall be rated on the basis of the following and average points evaluated for the team as a whole:

- (a) educational and professional qualifications; (5 to 7 points for each expert as detailed in the evaluation criteria)
- (b) experience (and language where appropriate) in the country of assignment or similar (0.5 to 7 points as detailed in the evaluation criteria).
- (iv) Bidders must submit the following information to be deemed responsive to the bid.
  - (a) Proposals must be signed and dated by the bidder.
  - (b) A valid business registration or certificate of incorporation that is clearly legible. Where bidder is part of an unincorporated joint venture, a legible copy of joint venture agreement is required. Copy of joint venture agreement must state the joint venture partner to which invoice will be paid and contract to be signed. Where bidder is a joint venture company, a legible copy of certificate of incorporation is to be submitted.
  - (c) GRA Compliance certificate in the name of the business as per registration. Document must be clearly legible.
  - (d) NIS Compliance certificate in the name of the business as per business registration. Document must be clearly legible
  - (e) Evidence of ownership/rental of key equipment to execute the works. Equipment shall include Environmental Particulate Monitor, Multiparameter Meter for water quality testing and Data Logging Sound Level Meter. Evidence of ownership/rental can include original receipts/invoice or electronic copies, online purchase e-mail receipt, certificates, warranty/guarantee documents and rental agreement.

A proposal may be treated as nonresponsive if any of the items as requested above, which are required for the evaluation, are omitted. A Consultant will also be excluded from the evaluation if, in the judgment of the evaluation committee, the firm has been or might be placed in a position where its judgment in the execution of the project may be biased or its independence otherwise compromised. Firms should disclose any circumstances which may give rise to such concerns and should not accept an assignment that presents a conflict of interest with another assignment in which they are engaged. Consultants that believe such a situation may exist should seek guidance from the Procuring Entity prior to preparing its technical proposal.

At the contract signing, if for any reason, the key experts named in the proposal are no longer available, the replaced expert must be approved by the Procuring Entity and must be equally qualified and has equal experience for the position being replaced.

If for any reason, during the execution of the consultancy, the key experts named in the proposal are no longer available, the replaced expert must be approved by the Procuring Entity and must be equally qualified and has equal experience for the position being replaced. The Procuring Entity must be given at least two weeks' notice of the Consultant's request.

For the purpose of evaluating the price proposal, all bid prices expressed in various currencies shall be converted to Guyana Dollar. The source of exchange rate and the date for the exchange rate shall be as specified in Clause ITB 5.0 of the Data Sheet on page 17. **The contract shall be**

**awarded to the firm whose bid is determined to be substantially technically responsive to the bid document and who offers the lowest price.**

#### **4. Contract Negotiations**

The aim of the negotiations is to reach an agreement on all points with the consultant and initial a draft contract by the conclusion of negotiations. The negotiations shall cover the terms of reference and scope of the proposed services, deliverables, progress reports, facilities to be provided by the Procuring Entity, as well as the financial proposal. **The price (fee for services) shall also be subject to negotiation.**

Having selected a firm partly on the basis of an evaluation of personnel presented in the firm's proposal, the Procuring Entity expects to negotiate a contract on the basis of the key personnel named in the proposal and will require assurances that these experts can, in fact, be made available. As the expected date of mobilization is given in the letter inviting proposals, the Procuring Entity may reject the proposal of the Consultant's key personnel offered in the proposal if they are not in fact available other than for reasons of unexpected delays in the starting date or exceptionally because of incapacity of an expert for reasons of health. Any replacement personnel must possess at least the same level of qualifications as the personnel to be replaced.

The Consultants should note that the Contract will be with Guyana Energy Agency. Payments to the Consultants will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular deposits in local and foreign currency as long as the work proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

#### **5. Review of Reports**

A review committee (to be restricted to three members of the Guyana Energy Agency will review all reports of the consultant (inception, progress, intermediate and draft final) and suggest any modifications/changes considered necessary within 15 days of receipt.

#### **6. Modification of Contract**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

**FORM NO. F-1**

**From:**

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**To:**

Guyana Energy Agency  
295 Quamina Street, South Cummingsburg  
Georgetown

Sir/Madam:

Consultancy Services regarding conducting Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project.

We, ..... (*insert name of Consultant*), herewith enclose Technical and Financial Proposals for selection as consultant for Environmental Assessment and Management Plan for the 700 kW Moco Moco Hydropower Plant Rehabilitation Project.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Guyana.

Yours faithfully,

Signature:

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Full name & Address:

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**FORM F-2**

**MAJOR WORK FOR THREE YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS**

*The following information should be provided for each reference project in the format indicated below. The FORM F-2 must be filled out for each project experience to be listed.*

Project name:		Country:
Project location within country		Professional staff provided  No. of staff
Name, address, telephone, fax and e-mail of client:		No. of person-months:
Start date (month/year)	Completion date: (month/year)	Approx. value of services:
Name of associated firm(s), if any:		No. of Person-months of professional staff provided by associated firm(s):
Senior staff involved and functions performed:		
Detailed narrative description of project and services provided:		

Firm's Name: \_\_\_\_\_

**FORM F-3**

**FORMAT OF CURRICULUM VITAE (CV) FOR KEY PERSONNEL OF CONSULTANT**

*(one CV form should be filled out for each team member to be assigned)*

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Function assigned in Consultant's team:

\_\_\_\_\_

**Key Qualifications:**

*Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.*

\_\_\_\_\_

**Education:**

*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*

\_\_\_\_\_

**Employment Record:**

*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages]*

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**Languages:**

*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
*Signature of Consultant* *Day/Month/Year*

**Full name of Consultant:** \_\_\_\_\_

**FORM F-4**

**WORK PLAN TIME SCHEDULE**

A. Field Investigation

Sl. No.	Item	Monthly Program											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

B. Compilation and submission of reports

1. Draft Final Report

2. Final Report

C. A short note on the line of approach and methodology outlining various steps for performing the assignment.

D. Comments or suggestions on "Terms of Reference."

**FORM F-5A**

**FINANCIAL PROPOSAL SUBMISSION FORM**

To: Chief Executive Officer

Date:.....

Guyana Energy Agency  
295 Quamina Street,  
South Cummingsburg  
Georgetown

Dear Sir,

We, the undersigned, offer to provide the consulting services **for the Environmental Assessment and Management Plan for the Proposed 700 kW Moco Moco Hydropower Plant Rehabilitation Project** in accordance with your Request for Proposal dated ..... and our Technical Proposal.

Our Financial Proposal is for the sum of.....  
(G\$.....) for this consultancy. This amount is inclusive of local taxes.

Our Price Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiring of the validity period of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of Data Sheet.

Commissions and Gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**COST ESTIMATE OF SERVICES**

**Remuneration**

**Consultant Key Personnel**

Name	Proposed number of Personnel	Daily/Monthly Rate (in currency)		Working Days	Total Cost* (in currency)	
		(foreign)	(local)		(foreign)	(local)
<b>Team Coordinator</b> (duration of project)						
<b>Biodiversity Specialist</b>						
<b>Social Scientist</b>						
<b>Engineer</b>						
<b>Geologist</b>						
<b>GIS Specialist</b>						
<b>Technicians</b>						
<b>Manual labour</b>						
<b>Sub-Total (Remuneration)</b>						

\*This contract is subjected to withholding tax. For national consultants 2% is deducted at payment, for international consultants 20% of gross earnings is deducted **except for consultants from Canada, United Kingdom and CARICOM which have the Double Taxation Relief Order with Guyana. In such cases, the relevant rates of withholding taxes are applicable.**

\_\_\_\_\_  
Signature & Stamp of Bidder

\_\_\_\_\_  
Date

**1.2 Out-of-Pocket Expenses<sup>2</sup> : (where applicable)**

Description	Days	Total	
		(foreign)	(local)
a) Per Diem <sup>3</sup>			
Room			
Subsistence			
b) Transportation			
c) Air fare			
d) Lump Sum Miscellaneous Expenses <sup>4</sup>			
Sub-Total (Out-of-Pocket)			
Sub-Total (Out of Pocket)			

\_\_\_\_\_  
Signature & Stamp of Bidder

\_\_\_\_\_  
Date

**Annex B-1**

**Evaluation Criteria**

<b>Item No.</b>	<b>Administrative Requirement</b>	<b>Yes/No</b>
<b>1</b>	Completed signed technical proposal	
<b>2</b>	Submission of a <b>valid</b> business registration or certificate of incorporation that is <b>clearly legible. Incorporated companies must submit a list of directors.</b> Where bidder is part of an unincorporated joint venture, a legible copy of joint venture agreement is required. Copy of joint venture agreement must state the joint venture partner to which invoice will be paid and contract to be signed.	
<b>3</b>	Submission of a valid GRA compliance certificate in the name of the business as per business registration. Document must be clearly legible.	
<b>4</b>	Submission of a valid NIS compliance certificate in the name of the business as per business registration. Document must be clearly legible.	
<b>5</b>	Submission of one original and two electronic PDF copies of the technical and financial proposals on Flash Drive.	
<b>6</b>	Evidence of access to key equipment to execute the works. Proof of ownership or rental agreement for equipment must be submitted as per Section 3 (iv)(e) of the Supplementary Information for Consultants.	
<b>Item No.</b>	<b>Technical Evaluation</b>	<b>Points</b>
<b>1</b>	Firm has at least 3 years’ experience in conducting Environmental Assessment and Managements Plans, including the name and contact details of three Clients for which such EAMPs were prepared/completed. Minimum 3 years – 35 points	35
<b>2</b>	Proposed personnel including detailed signed CVs: <b>Team Coordinator</b> <u>Qualification</u> – MSc. in Project Management - 5 Points  Specific Experience: Over 5 years – 5 Points Between 3-4 years– 3 Points Minimum 3 years – 1.5 Point	35

<sup>2</sup> In lump-sum contract, this information is included not for negotiation but for facilitating the pricing of additional work; in time-based contract, reimbursable at cost with supporting documents/receipts unless otherwise specified.

<sup>3</sup> Per Diem is fixed per calendar day and need not be supported by receipts.

<sup>4</sup> To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porter fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.



	<p><b>Biodiversity Specialist</b>  <u>Qualification</u>  MSc. Environmental Management or Biodiversity Studies: – 4 Points  BSc. Environmental Management or Biology: 3 Points  Specific Experience: 4 or more years – 2 Points  Between 2-3 years- 1 Point  Minimum 2 years – 0.5 Point</p> <p><b>Geologist</b>  Qualification: BSc. in Geology – 3 Points  Specific Experience: 4 or more years – 2 Points  Between 2- 3 years – 1 Point  Below 2 years – 0.5 Point</p> <p><b>Engineer</b>  Qualification: BSc. in Civil Engineering or BSc. In Mechanical Engineering: – 3 Points  Specific Experience: 4 or more years – 2 Points  Between 2-3 years- 1 Point  Below 2 years – 0.5 Point</p> <p><b>Social Scientist</b>  Qualification: BSc. in Sociology: 3 Points  Specific Experience: 4 or more years – 2 Points  Between 3-4 years - 1 Point  Minimum 2 years – 0.5 Point</p> <p><b>GIS</b>  Qualification: Certificate in GIS: – 2 Points  Specific Experience: 4 or more years – 2 Points  Between 3-4 years- 1 Point  Below 2 years – 0.5 Point</p>	
3	<p><b>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b>  a) Methodology – detailed outline of how the consultant plans to execute the works (20 points)  b) Work plan – detailed workplan for each task to be executed (10 points).</p>	30

**Minimum qualifying score for the technical proposal is 80 points**

Annex C

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
LUMP-SUM PAYMENTS**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this \_\_\_\_\_ *[insert starting date of assignment, or date of signature if other than starting date]*, by and between \_\_\_\_\_ *Guyana Energy Agency* (“the Procuring Entity”) having its principal place of business at *295 Quamina Street, South Cummingsburg, Georgetown*, and \_\_\_\_\_ *[insert Consultant’s name]* (“the Consultant”) having its principal office located at \_\_\_\_\_ *[insert Consultant’s address]*.

WHEREAS, the Procuring Entity wishes to have the Consultant perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services;

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Procuring Entity the reports in the form and within the time periods specified in Annex A, “Reports and Deliverables.”
  
- 2. Term**

The Consultant shall perform the Services during the period commencing \_\_\_\_\_ *[insert starting date]* and continuing through \_\_\_\_\_ *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
  
- 3. Payment**
  - A. Ceiling

For Services rendered pursuant to Annex A, the Procuring Entity shall pay the Consultant an amount not to exceed \_\_\_\_\_ *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

- Twenty percent (20%) of the Contract Amount upon the Procuring Entity's receipt of the signed Contract, the performance bond and the Consultant's Work Plan;
- Forty percent (40%) of the Contract Amount upon the Procuring Entity's receipt and acceptance of the Draft Final Report;
- Forty percent (40%) of the Contract Amount upon submission and acceptance of the Final Report, which will incorporate all the comments of the Procuring Entity made to the Draft Final Report;

C. Payment Conditions

Payment shall be made in Guyana Dollar, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

Coordinator.

A. The Procuring Entity shall designate upon signing of the contract *the Engineer* as the Procuring Entity's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Entity and for receiving and approving invoices for the payment.

B. Reports.

Reports submission shall be determined by the Procuring Entity during the course of the assignment in keeping with the Terms of Reference.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. In the event any work performed, or any report or document prepared by the Consultant is considered unsatisfactory by the Client, the Client will notify the Consultant in writing specifying the problem. The Consultant will have fifteen (15) calendar days from the date of receipt of the notification, to remedy or correct the problem. The Client shall have a reasonable period from the date of delivery of any report or document by the Consultant, to analyze same, make comments, require revisions and/or corrections, or to accept it.

- 6. Relation between the Parties** None of the provisions of this Contract shall be interpreted as establishing or creating an employer and employee relationship between the Parties, their representatives and employees. It is understood that the legal status of the Consultant performing the Services as a result of this Contract is simply that of an independent contractor and shall be fully responsible for the Services performed by him.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.
- 9. Insurance** The Consultant has the option of taking out any insurance coverage for the duration of this contract.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *Cooperative Republic of Guyana*, and the language of the Contract shall be *English*.
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 13. Eligibility** Compliance with IsDB's eligibility policy is required throughout the Contract's execution.
- 14. Conflict of Interest**
- The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- A. The payment of the Consultant pursuant to Clause 3 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause 14C, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder.
- B. In the performance of the Services, the Consultant shall comply with IsDB's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such

procurement responsibility shall be for the account of the Client.

- C. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.
- D. The Consultant shall not engage either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- E. The Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- F. The Consultant represents and warrants that he/she does not have a business or family relationship with a member of the Client's staff (or of the beneficiary or Borrower of a loan) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the Contract, (ii) the selection process for such Contract, or (iii) supervision of such Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank.

**15. Corrupt and Fraudulent Practices**

IsDB requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Annex D**.

**16. Cancellation of the Contract**

Without constituting a breach of contract by either party, the present contract may be cancelled for the following reasons: (a) agreement between both parties; and (b) force majeure that may disable the fulfillment of the obligations by the parties, if written notice is sent thirty (30) days beforehand. In this event, the relationship will be settled and the Consultant paid for services rendered up to the date of submission of the written justification. In both cases the Client will inform the Bank of the termination of the contract

**17. Liability to make Good Damage**

In the event of any pecuniary damages arising from the Consultant's disregard or failure to comply with any order, or instructions, or from any neglect of duty whatsoever on the Consultant's part, there may be a deduction from the Consultant's salary to make good the damage, or any part thereof, the amount of which shall be fixed by the **Client**.

**18. Safety**

The Consultant shall use appropriate safety gear as required during the course of duty. The Consultant shall ensure that all safety gear is in proper working condition. The Client shall not be liable for the Consultant's failure to adhere to the relevant safety procedures and wearing the appropriate safety gear.

**19. Performance Bond**

The Performance bond shall be 20% of the Contract Amount;

**20. Liquidated Damages**

Any delay on the part of the Consultant in completing the assignment /service within the stipulated period will render him liable to pay liquidated damages as follows:

- (a) A rate of 0.03% per week of the Contract Amount
- (b) A maximum of 10% of the Contract Amount.

**21. Penalties**

A Penalty for slow performance or non-performance will be imposed in the rate prescribed for liquidated damages. Slow or non-performance will be assessed against the project’s approved work Programme and will commence from the first quarter of the project life.

After 10% of the contract sum is deducted for penalties, the procuring entity has the right to cancel the contract and demand all form of damages;

**22. Amendments**

The Legal Representative of the Client will be *Chief Executive Officer, Guyana Energy Agency* or the person he delegates, for the purpose of the signature of the present Contract or of any modification in the terms of the same that may be necessary. The Client will not be responsible for any additional cost incurred by the Consultant in case of modifications in the Terms of Reference of the present Contract, that have not been authorized by the legal representative of the Client. The Client shall obtain the Bank’s no objection, prior to any modification of the Terms of Reference and the contractual clauses.

**FOR THE PROCURING ENTITY**

**FOR THE CONSULTANT**

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_