GOVERNMENT OF GUYANA



PROCUREMENT OF NON-CONSULTATIVE SERVICES REQUEST FOR QUOTATION PROCEDURES

Provision of Customs Clearance Services for the Guyana Energy Agency

January 22, 2024

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Introduction

These Standard Bidding Documents (SBD) have been prepared by the NPTA for use by the Procuring Entities in the procurement of works through tendering with unlimited and limited participation for small works on a lump-sum-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.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement are encouraged to contact:

<u>Guyana Energy Agency</u> <u>295 Quamina Street,</u> <u>South Cummingsburg,</u> <u>Georgetown</u> <u>Tel Numbers: 225-8569 (ext. 203, 213)</u>

Or send email to: gea@gea.gov.gy

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<u>REOUEST FOR OUOTATIONS FOR SUPPLY OF</u> <u>NON-CONSULTATIVE SERVICES</u>

Dear Sir/Madam,

Sub: INVITATION FOR BIDS TO PROVIDE CUSTOMS CLEARANCE SERVICES FOR THE GUYANA ENERGY AGENCY

- 1. The Guyana Energy Agency, from time to time, imports items for its daily operations via air and sea freight. Exports are also processed for goods of a similar nature. As such, the services of a registered customs broker is required to ensure that our customs requirements are handled promptly, efficiently and economically.
- 2 You are invited to submit your most competitive bid for the provision of **Customs Clearance Services for the Guyana Energy Agency** for an envisaged delivery period of one (1) year. The Services include but not limited to:
 - a) Completion of the necessary documentation, worksheet(s), etc. that will accompany the request for exemption letter to the Guyana Revenue Authority (GRA). This is inclusive of permits from the Pesticides, Toxic Chemicals Control Board, Food and Drug Department etc.
 - **b**) Lodge the entries into GRA's processing system (ASYCUDA/TRIPS) and clear any queries in consultation with the GEA.
 - c) Assist in acquiring lien/freight certified documents for clearance of shipments including determining port of entry for shipments if unclear on Bill of Lading/Airway Bill.
 - **d**) Assist in the clearance of shipments including the inspection of the cargo by the Customs Authorities.
 - e) Assist in the clearance of bulk alcohol purchase from DDL.

3. Eligibility Criteria:

3.1 In order to be awarded the contract, bidders should possess the technical capacity needed to perform the contract and should fulfill their tax and social insurance fund liabilities in Guyana, and should not currently be subject to a debarment penalty, and must comply with the specific eligibility and qualification requirements referred to in the evaluation

criteria. Bidders shall provide the information and any supporting documentation required by the RFQ.

32 The bidders should not have a conflict of interests, including involvement in more than one bid in this proceeding, should not be associated nor have been associated in the past, directly or indirectly, with any agency or any of its representative, affiliate, that have been engaged by the Procuring Entity to provide consulting services at the preparation stage of the bidding documents, technical specifications and other documentation that are subject to be used in the procurement 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.

4. Bid Price

- a) Prices should be indicated for all items listed in the request. Corrections, if any, shall be made by crossing out, initialing, dating and re-writing.
- **b**) Prices shall be quoted including all taxes, duties, and other levies paid or payable for provision of the services.
- c) The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The Prices should be quoted in Guyana Dollars (GYD) only.

5. Bid Submission and Opening

Each bidder shall submit quotations in writing in sealed envelopes address to the to **The Chairman**, **Ministerial Tender Board**, **Office of the Prime Minister**, **Colgrain House**, **205 Camp Street**, **Georgetown**, **Guyana** and deposited in the tender box by 9 am on **February 15**, **2024**.

- a) The envelope must be clearly marked 'Bid for Provision of Customs Clearance Services for GEA' on the top left corner.
- b) The bid must be deposited in the tender box of Ministerial Tender Board, Office of the Prime Minister, Colgrain House, 205 Camp Street, Georgetown, Guyana no later than February 15, 2024 @ 09:00 hours.
- c) Any bid received by the Ministerial Tender Board after the deadline for submission of bids will be rejected.
- d) Bids will be opened in the presence of bidders or their representatives who wish to attend at 9:00hrs on February 15, 2024 at the Ministerial Tender Board.

6. Bid Securing Declaration

Bid Securing Declaration in accordance with the form in Annex 3 is applicable.

7. Validity of Bids

Bids shall remain valid for a period not less than 60 days after the deadline date specified for submission.

& Evaluation of Bids

The Procuring Entity will evaluate and compare the bid determined to be substantially responsive where:

- (a) the Bid form and Price Schedule are completed and properly signed; and
- (b) conform to the requirements of the Evaluation Criteria, namely submission of:
 - Valid copy of license to practice;
 - Valid Certificate of Compliances from GRA and NIS in the name of the business;
 - Valid Business registration;
 - List of similar works completed in the last three (3) years including name, address and contact information for client; and
 - Curriculum Vitae.

9. Award of Contract

- 9.1 The Procuring Entity will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price.
- 9.2 Notwithstanding the above, the Procuring Entity reserves the right to accept or reject any quotations and to cancel the procurement process and reject all quotations at any time prior to the award of contract.
- 9.3 The bidder whose bid is accepted will be notified of the award of contract by the Procuring Entity prior to expiration of the quotation validity period.

10. Payment

Payment for services rendered shall be made in accordance with the price schedule of the contract.

11. Penalties

A Penalty for slow performance or non-performance will be imposed at the rate prescribed for liquidated damages. Slow or non-performance will be assessed against the service provided and will commence from the first quarter of the service contract 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.

12. Resolution of Disputes

The Procuring Entity and the Supplier may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

BID FORM

To:

Subject: Provision of Customs Clearance Services for the Guyana Energy Agency

Reference: Invitation No......dated.....from.....from....

We offer to provide the Customs Clearance Services described in your Invitation referred to above in accordance and conformity with the said bid document and in particular the rates quoted under the Price Schedule attached separately.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive. We hereby confirm that this bid is valid for 30 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature:	Date:	
Name & Title of Signatory:		
Name of Bidder:		
Address:		

Annex 2

PRICE SCHEDULE

Description of Services	Unit	Price including VAT (G\$)
Work Sheet completion	each	
Completion of C72	each	
Lodgment per entry/shipment	per entry	
Collect from shippers/agents, BL/AWD as required per entry/shipment	per entry	
Assist with clearance per shipment as required	Per shipment	
Exemption application	each	
Preparation of Toxic License	each	
Uplifting Toxic License	each	
Preparation of Import License (Food & Drug)	each	
Dropping & uplifting Import License	Each trip	

Signature of Service Provider

Date

BID-SECURING DECLARATION (Not applicable)

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

То:	[insert complete name
of Procuring Entity]	-

We, the undersigned, declare that:

- 1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of <u>______[insert number of months or years]</u> starting on <u>______[insert date]</u>, 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 Invitation for Bids; 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.
- 3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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 for and on behalf of

(name of Bidder)

Annex 3

Annex 4

NOTIFICATION OF AWARD

Dated:

To:_____[Name and address of the Service Provider]

Dear Sirs,

This is to notify you that your Bid dated______for provision of Customs Clearance Services for the Guyana Energy Agency for the prices quoted under the Prices Schedule is hereby accepted by us.

You are requested to sign the Contract for Services form and return same within 7 days of receipt.

With the issuance of this acceptance letter the contract for the above said services standsconcluded.

Yours faithfully,

Authorized Signature Name and title of Signatory

CONTRACT FOR SERVICES

THIS CONTRACT is made the ______day of, 2024 BETWEEN Guyana Energy Agency of 295 Quamina Street, South Cummingsburg, Georgetown (hereinafter called "the Procuring Entity") and ______

having its principal place of business at (hereinafter called "the Service Provider").

The Procuring Entity has received the Service Provider's quotation for Customs Clearance Services (hereinafter referred to as "the Services") and has accepted the Service Provider's quote for execution of the services at the rates specified under the Price Schedule submitted (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) This Contract for Services
 - (b) The Service Provider's Bid Form and Price Schedule
 - (c) The Procuring Entity's Notification of Award
 - (d) Terms and Conditions of Contract

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 Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Entity to provide the 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 Service Provider in consideration of the delivery of 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 foresaid, 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_____[Dr. Mahender Sharma, CEO, GEA]

Signed and Sealed______ and title of Service Provider's representative] _Full name

EVALUATION CRITERIA

Administrative Requirements	Pass/Fail
Provide valid copy of Customs Brokerage License	
Submission of valid business registration or Certification of Incorporation	
Submission of valid GRA compliance certificate	
Submission of a valid NIS compliance certificate	
List similar works completed in the last three years, including name of Client, address and contract information.	
Submission of Curriculum Vitae	
Responsiveness to Evaluation Criteria	

The contract will be awarded to the bidder who has complied with all of the requirements of the evaluation criteria and who has submitted the lowest price.