

# **STANDARD BID SOLICITATION DOCUMENT**

**GOVERNMENT OF GUYANA**

**GUYANA ENERGY AGENCY**

## **Supply & Delivery of Office Equipment Lots 1- 5**

**Lot 1: Air conditioning Units**

**Lot 2: Computers**

**Lot 3: Office desks and chairs**

**Lot 4: Dining tables and stools**

**Lot 5: Photocopy machine**

**March, 2025**

**NATIONAL PROCUREMENT  
& TENDER ADMINISTRATION**

**1 MAR 2025**

**APPROVED**

## 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: \[gea@gea.gov.gy\]\(mailto:gea@gea.gov.gy\)](#)  
[www.gea.gov.gy](http://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 & Delivery of Office Equipment Lot 1-5:**

**Lot 1: Air conditioning Units**

**Lot 2: Computers**

**Lot 3: Office desks and chairs**

**Lot 4: Dining tables and stools**

**Lot 5: Photocopy machine**

**Bidders can bid for individual lots or for any combination of lots.**

2. The required period for supply and delivery: *sixty (60) days from the signing of the contract.*
3. 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 two thousand dollars (G\$2,000) 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](http://www.gea.gov.gy)
4. All Bidders should submit their bids together with an original bid security of 2% for sums tendered over three (3M) million dollars not later than 9:00 hours on the **29<sup>th</sup> day of April 2025** at the: **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](mailto:gea@gea.gov.gy) no later than one week prior to the deadline for bid submission.

5. Bids shall be valid for one hundred and twenty (120) days after the date of bid opening.
6. Bids shall be opened by the National Procurement and Tender Administration Board in the presence of Bidders’ representatives who wish to attend, at 09:00 hours on the **29<sup>th</sup> day of April, 2025** at the address: 49 Main and Urquhart Streets, Georgetown.



[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YTqzNzliN2MtYzQ4Yi00N2EzLWFjMzYtOGRkY2Y3Nzk0YzUw%40thread.v2/0?content=%7b%22id%22%3a%22ff1d4318-046e-4143-8bac-9d503f00d12b%22%2c%22oid%22%3a%22a0f8d988-3b0f-4653-a082-3a86d9ff7a9e%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTqzNzliN2MtYzQ4Yi00N2EzLWFjMzYtOGRkY2Y3Nzk0YzUw%40thread.v2/0?content=%7b%22id%22%3a%22ff1d4318-046e-4143-8bac-9d503f00d12b%22%2c%22oid%22%3a%22a0f8d988-3b0f-4653-a082-3a86d9ff7a9e%22%7d)

Bidders are required to complete the Bidders Registration via the following NPTA website:  
<https://www.npta.gov.gy/bidders-registration/>.



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**Dr. Mahender Sharma**  
**Chief Executive Officer- Guyana Energy Agency**

# 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, and 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 one (1) original bid and one (1) copy 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 one (1) original and two (2) copies along with an 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, Guyana** (the address specified in the Invitation for Bids);

7. (b) bear the Name of the Project: **“Supply & Delivery of Office Lot 1-5 and the words: “DO NOT OPEN BEFORE,” 9:00 hours on the 29<sup>th</sup> day of April 2025.**

### 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 bidding 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.

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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:**

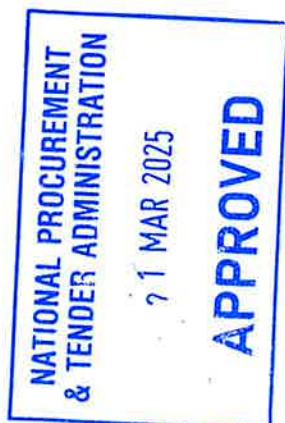
24.1 The "Defects Liability Period" for the goods and related services is six (6) months from the date of taking over possession or such other period as may be specified in the Bid Data Sheet. During this period, the supplier will be responsible for rectifying any defects or replacement of goods free 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.	
<b>ITB 1.1</b>	<p>Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, <a href="tel:592-226-0394">tel: 592-226-0394</a>, <a href="mailto:gea@gea.gov.gy">gea@gea.gov.gy</a>.</p> <hr/> <p>The subject of the procurement is: <b>Supply &amp; Delivery of Office Equipment Lots 1-5</b></p> <p><b>Lot 1: Air conditioning Units</b>  <b>Lot 2: Computers</b>  <b>Lot 3: Office desks and chairs</b>  <b>Lot 4: Dining tables and stools</b>  <b>Lot 5: Photocopy machine</b></p> <div style="border: 2px solid blue; padding: 5px; text-align: center; width: fit-content; margin: 10px auto;"> <p><b>NATIONAL PROCUREMENT &amp; TENDER ADMINISTRATION</b></p> <p>7 1 MAR 2025</p> <p><b>APPROVED</b></p> </div>
<b>ITB 2.1</b>	To qualify for award of the Contract, the bidders shall meet the qualification requirements set out in the evaluation criteria (page 32-33)
<b>ITB 4.1</b>	<p>Language of Bid shall be English Language.</p> <p>All submission must be in <b>English</b>.</p>
<b>ITB 5.1</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> <li>1. Evidence of Financial Capability in the amount of 30% of the bid price in the form of a bank statement as at January 2025 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.</li> <li>2. Submission of a valid business registration or certificate of incorporation, inclusive of list of directors, 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 compliance as per items 2 and 3 of the Evaluation Criteria.</li> <li>3. 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.</li> <li>4. Valid certificates of compliance from GRA and NIS and VAT Registration (if items being procured are applicable for VAT).</li> <li>5. Completed litigation form on <i>page 34</i> of the bidding documents.</li> <li>6. A letter stating any or no termination or abandonment of projects. The letter must be dated within one month of the bid opening date.</li> <li>7. 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</li> </ol>

	Chartered accountant/accountancy firm. The detailed evaluation criteria can be found on <i>Page 32-33</i> of the bidding documents.
ITB 6.1	The price quoted by bidders shall be on the basis of Delivered Duty Paid (DDP) for goods delivered from abroad, and duties, taxes, VAT 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 two percent (2%) of the tendered sum is required for bids over three (3M) million dollars in the form of a Bank guarantee or a bond from an Insurance company licensed by the Bank of Guyana.  <b><u>For tendered sum under three (3) million dollars, bid security declaration must be signed and completed.</u></b>
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 the <b>29th day of April 2025</b> at <i>The National Procurement &amp; Tender Administration Board, Ministry of Finance, Main &amp; Urquhart Streets, Georgetown, Guyana</i>
ITB 13.1	Time and place for opening of bid: 9:00 hours on the <b>29th day of April 2025</b> at <i>The National Procurement &amp; Tender Administration Board, Ministry of Finance, Main &amp; Urquhart Streets, Georgetown, Guyana</i>
ITB 17.1	Increase or decrease in the quantity of goods and services not exceeding 10%
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 six (6) months following provisional acceptance where applicable.



## **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, and whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.



GCC Clause No.	Special Conditions of Contract
1.1	<p><b>Definitions</b></p> <p>The Procuring Entity is: <i>Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Tel: 592- 226-0394, fax: 226-5227, <a href="mailto:gea@gea.gov.gy">gea@gea.gov.gy</a></i></p> <p>The Supplier is..... (indicate full name, legal address, phone, fax and e-mail of Supplier)</p> <p>The Subject of procurement: <b>Supply &amp; Delivery of Office Equipment Lot 1-5</b></p> <p><b>Warranty</b> The supplier warrants all Goods supplied under the contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract. The supplier further warrants that all Goods supplied under this contract shall have no defect, arising from design, materials or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p>
3.1	<b>A Performance Security is not required.</b>
4.1	<p><b>Packing</b> 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.</p>
5.1	<p><b>Delivery, Transportation</b></p> <p><b>The following documentation is to be provided by the Supplier to the Procuring Entity:</b></p> <ul style="list-style-type: none"> <li>(1) Copies of Supplier's invoice indicating a description, quantity, unit price of the Goods and sum total.</li> <li>(2) Warranty certificate of Manufacturer or Supplier on all equipment supplied;</li> <li>(3) Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any);</li> <li>(4) Certificate of origin;</li> <li>(5) Certificate of conformity</li> <li>(6) Certificate of Quality</li> </ul>
6.1	<p><b>Payment</b> Form shall be in Guyana dollars upon the submission of invoice(s) for actual goods supplied.</p>
9.2	<p><b>Liquidated Damages</b> Applicable rate: 0.05% per week for untimely execution of order. Maximum deduction: 10% of the delayed works/delivery</p>
11.2	<p><b>Settlement of Disputes</b> Disputes arising out of or in connection with the Contract shall be settled in accordance with the Laws of Guyana.</p>

## Schedule of Requirements

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 Goods	Qty	Place of Delivery	Procuring Entity's Completion Schedule -- days as of signing of the contract	Bidder's Offered Completion Schedule	
					Earliest Delivery	Earliest Delivery
Lot 1	<b>Air conditioning Units</b>	<b>8</b>	Guyana Energy Agency 295 Quamina Street, South Cummingsburg, Georgetown, Region 4	<b>60</b>		
Lot 2	<b>Computers</b>	<b>4</b>		<b>60</b>		
Lot 3	<b>Office desks</b>	<b>12</b>		<b>60</b>		
	<b>Semi executive chairs</b>	<b>3</b>				
	<b>Secretarial chairs</b>	<b>8</b>				
	<b>Stationary chairs</b>	<b>24</b>				
Lot 4	<b>Dining table</b>	<b>5</b>	<b>60</b>			
	<b>Bar stools</b>	<b>10</b>				
Lot 5	<b>Photocopy machine</b>	<b>1</b>		<b>60</b>		



## TECHNICAL SPECIFICATIONS

### 1. General

The tender calling for bids is dedicated to identify and contract a Supplier to **Supply and Delivery Office Equipment Lot 1-5** at the locations identified in the bidding documents as per the following:

- 1.1 Procure and supply the requested items according to the specifications and schedule of requirements provided.
- 1.2 Provide all technical documentation including operation and maintenance manuals to the GEA where applicable.
- 1.3 Provide after-sales services to GEA for at least one year after the supply of goods. Bidders must provide a statement indicating its acceptance or otherwise of this requirement.
- 1.4 The supplier warrants all Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

The bidder shall include all technical specifications, brand, and models of the equipment provided in one location in their submission in the following order.

1. Technical specifications sheets
2. Certifications (*UL certificate, CE, RoHS complaint, Energy Star*)

### 2. Specifications of Required Hardware

#### 2.1 General Remark

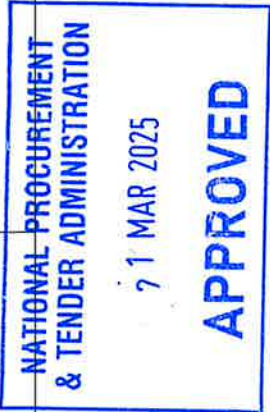
- a) All goods supplied must have the requisite certification and comply with the specifications listed below.
- b) The Bidder is fully responsible for organizing and guaranteeing timely delivery and transport of the goods to the site.



## TECHNICAL SPECIFICATIONS

NO	ITEM	DESCRIPTION	SPECIFICATION
Lot 1	Air conditioning Units	Type	Ceiling suspended
		Dehumidifying capacity	YES
		Cooling capacity	36,000 BTU/ 3Tons
		Air flow control	YES
		Temperature control	YES
		Programming levels	5
		Timer	YES
		Type of air conditioning	Cold
		Type of compressor	Dual Inverter
		Type of panel	Digital
		Voltage & Frequency	240 V 60 Hz
		Highlighted technologies	The Dual Cool dual rotor compressor features maximum efficiency and cools 40% faster. It also offers energy savings and low noise. The LG PCB power circuit board ensures protection against power surges. Easy installation
		Provider Warranty	10 years compressor. 3 years parts and labor
		Noise Level	50 to 60 dB
SEER	20 to 26		
Lot 2	Computers	Processor	4.8 GHz Intel core_i7 or processor with a similar speed
		Type	Laptop
		Memory	16GB DDR4 or higher
		Hard Drive	512GB Solid State Drive or similar
		Display	15.6" diagonal FHD 144 Hz IPS anti-glare micro-edge WLED-backlit (1920 x 1080)
		Memory Speed	3200 MHz
		Chipset Brand	NVIDIA
		Graphics Coprocessor	NVIDIA GeForce GTX 3050 Ti
		Graphics Card Ram size	4GB Dedicated Graphics Adapter
		Connectivity	Intel Wireless Wi-Fi 6 AX200+ Bluetooth or similar
		USB 3.0 Ports	4
		Processor Count	8
		Webcam	HD Integrated front facing webcam and microphone
		Operating System	Licensed Windows 11 Professional 64 bit
		Productivity Software	Licensed Microsoft Office Software including but not limited to Microsoft Word, Excel, PowerPoint, Access and Vizio.
		Keyboard	Single pointing backlit USA English
		Battery	Lithium-ion battery
		Power Source, Voltage	Battery power, 20volts
		Warranty	3 Years warranty on parts and all components
		Connectivity	Wi-Fi 6 (802.11ac) + Bluetooth or similar
Weight	Thin, lightweight ultraportable form-factor		
Carrying case	Laptop bag		
Lot 3			
3.1	Office Desk	Wooden office desk	<ul style="list-style-type: none"> <li>- Material: Crabwood or similar hard wood ( No MDF)</li> <li>- dimensions: 6 drawers pedestal, Size (24" x 60")</li> </ul>



			<ul style="list-style-type: none"> <li>- Finishing: wood stained and lacquered</li> </ul>
		Semi-Executive Office Chairs	<ul style="list-style-type: none"> <li>- Ergonomic Support, High back chair with arms and adjustable seat height, with back rake mechanism.</li> <li>- Curved arms easily clear front edges when pulled close to table</li> <li>- Weight capacity (300 lbs)</li> <li>- Colour: Black</li> <li>- Material: Leather</li> </ul>
		Secretarial chairs	<ul style="list-style-type: none"> <li>- Airflow Mesh, Adjustable Height, Upholstered Fabric,</li> <li>- Curved arms easily clear front edges when pulled close to table</li> <li>- Weight capacity: 250 lbs</li> <li>- Colour: Black</li> <li>- Dimensions: 26."W x 27.50"D x 46.75" - (42.50" - 46") H</li> </ul>
		Office Guest Chairs	<ul style="list-style-type: none"> <li>- Fully upholstered with commercial grade fabric</li> <li>- Thick contoured cushions for added comfort support</li> <li>- Moves smoothly over hard surfaces</li> <li>- Curved arms easily clear front edges when pulled close to table</li> <li>- Weight capacity: 300lbs</li> <li>- Dimension: 22.5"D x 21"W x 33.5"H</li> </ul>
Lot 4	Dining tables	Wooden dining table	<ul style="list-style-type: none"> <li>- Material: Crabwood or similar hard wood ( No MDF</li> <li>- Rectangular,</li> <li>- Size: 72 inches long by 36 inches wide</li> <li>- Finishing: wood stained and lacquered</li> </ul>
	Bar stool	Kitchen bar stools	<ul style="list-style-type: none"> <li>-Dimension: Seat Height: 29 – 31 inches</li> <li>-Design: with back support and footrest</li> <li>-Material: metal frame with leather upholstery</li> <li>-Colour: Black</li> <li>-flared legs, cushioned seat</li> <li>Weight capacity: 300lbs</li> </ul>

Lot 5- Photocopy machine	
Specifications	Description
Type	Multifunctional Colour Laser copier
Core Function	Print, copy, Scan, Send, Store, wifi
Control Panel	10.1" TFT LCD WSVGA Color Flat-panel
Image Server Memory	5.0 GB RAM
Solid State Drive	standard: 256 GB Optional: 1 TB
Interface Connection	Network :1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n) Optional: Bluetooth Low Energy  Others Standard: USB 2.0 (Host) x1, USB 3.0 (Host) x1, USB 2.0

	(Device) x1 Optional: Copy Control Interface
Paper Output capacity	Paper output capacity (LTR, 20 lb. Bond) Standard: 250 Sheets Maximum: 3,450 Sheets (with Staple Finisher-AB2 or Booklet Finisher-A1 with Trifold and 3rd Copy Tray Kit-A1)
Paper Sources	Paper Sources (LTR, 20 lb. Bond) Standard: Dual 550-sheet Paper Cassettes, 100-sheet Stack Bypass Optional: Dual 550-Sheet Paper Cassettes (Cassette Feeding Unit-AQ1), 2,450-Sheet High-Capacity Paper Cassette (High-Capacity Cassette Feeding Unit-C1), 2,700-Sheet Paper Deck (Paper Deck Unit-F1)
Paper Capacity	Paper Capacity (LTR, 20 lb. Bond) Standard: 1,200 Sheets Maximum: 6,350 Sheet
Finishing Capabilities	Standard: Collate, Group With Options: Collate, Group, Offset, Staple, Saddle-Stitch, Hole Punch, Staple Free Stapling, Staple On Demand
Supported Media Types	Multi-Purpose : Thin, Plain, Recycled, Color, Heavy, Coated, Tray: Tracing, Bond, Transparency, Label, Pre-punched, Letterhead, Tab, Envelope Paper : Thin, Plain, Recycled, Color, Heavy, Bond, Cassettes: Transparency, Pre-punched, Letterhead, Envelope
Supported Media Sizes	<b>Upper</b> : Letter, Executive, Statement-R, Envelope <b>Cassette</b> : [No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 11-3/4" x 8-1/2") <b>Lower</b> :12" x 18", 11" x 17", Legal, Letter, Letter-R, <b>Cassette</b> : Executive, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Custom Size (3-7/8" x 5-7/8" to 12" x 18") <b>Multi-Purpose</b> : 12" x 18", 11" x 17", Legal, Letter, Letter-R, <b>Tray</b> : Executive, Statement, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Envelope Custom Size (3-7/8" x 3-1/2" to 12-5/8" x 18"), Custom Size/Free Size (3-7/8" x 5-1/2" to 12-5/8" x 18").
Print/Copy Speed (BW and Color)	C5870i: Up to 70 ppm (Letter); Up to 42 ppm (Letter-R); Up to 40 ppm (Legal); Up to 35 ppm (11" x 17")  C5860i: Up to 60 ppm (Letter); Up to 36 ppm (Letter-R); Up to 34 ppm (Legal); Up to 32 ppm (11" x 17")  C5850i: Up to 50 ppm (Letter); Up to 30 ppm (Letter-R); Up to 29 ppm (Legal); Up to 27 ppm (11" x 17")  C5840i: Up to 40 ppm (Letter); Up to 24 ppm (Letter-R); Up to 23 ppm (Legal); Up to 21 ppm (11" x 17")
Warm-up Time	From Power On: Approx. 6 Seconds From Sleep Mode: C5870i: Approx. 7 Seconds C5860i/: Approx. 6 Seconds C5850i/ C5840i: Quick Startup Mode: Approx. 4 Seconds
Dimensions (WxDxH)	24-3/8" x 28-1/2" x 36-7/8" (620 x 722 x 937 mm)



Print Specification	<p><b>Print Resolution (dpi):</b> 1200 x 1200  <b>Standard Page Description Languages:</b> UFR II, PCL6, Adobe PS 3  <b>Supported File Types:</b> PDF, TIFF, JPEG, EPS, 13 XPS  <b>Printing from Mobile Devices and Cloud-based Services:</b>  A range of standard and optional software and MEAP-based solutions (including AirPrint, Mopria, Universal Print by Microsoft, Canon PRINT Business, and uniFLOW Online) are available to provide printing from mobile devices or internet-connected devices and cloud-based services depending on requirements.</p>
Operating System	<p>UFR II/PS: Windows® 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/ Server 2016/Server 2019, Mac OS X (10.11 or later)</p> <p>PCL: Windows® 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016/Server 2019</p> <p>PPD: Windows® 7/8.1/10, Mac OS X (10.10 or later)</p>
Copy Specification	<p>Copy Resolution (dpi): 600 x 600  Multiple Copies: Up to 999  Magnification: 25%-400% (1% Increments)  Preset Reductions/Enlargements:  25%, 50%, 64%, 73%, 78%, 100% (1:1), 121%, 129%, 200%, 400%</p>
Scan Specification	<p><b>-Type:</b> Single-Pass Duplexing Automatic Document Feeder  <b>-Document Feeder Paper Capacity:</b> Up to 200 Sheets (20 lb. Bond)  <b>-Document Feeder Supported Media Sizes:</b> 11" x 17", Legal, Letter, Letter-R, Statement, Statement-R, Custom Size: 2-3/4" x 5-1/2" to 12" x 17"  <b>-Document Feeder Supported Media Weights:</b>  Single-Sided -Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm) (BW, CL) Double-Sided Scanning: 13.3 lb. Bond to 80 lb. Cover (50 to 220 gsm) (BW, CL) -Platen Acceptable Originals : Sheet, Book, 3-Dimensional Objects  <b>-Pull Scan:</b> Color Network ScanGear2 for both Twain and WIA  Supported: Windows® 7/8.1/10/Server 2008/ Server 2008 R2/Server 2012/ Server 2012 R2/Server 2016  <b>Scan Resolution (dpi) :</b> Scan for Copy: 600 x 600  Scan for Send: (Push) 600 x 600 (SMB/FTP/WebDAV/IFAX), (Pull) 600 x 600 <b>Scan for Fax:</b> 600 x 600  <b>Scan to Mobile Devices and Cloud-based Services:</b> A range of solutions is available to provide scanning to compatible mobile devices and certain cloud-based services depending on your requirements. Scan Speed (LTR) (BW/CL) Single-sided Scanning: 135/135 (300 dpi), 80/80 (600 dpi) Double-sided Scanning</p>
Send specification	<p>Destination  <b>Standard:</b> Email/Internet FAX (SMTP), SMB3.0, FTP, WebDAV, Mail Box  <b>Optional:</b> Super G3 FAX, IP Fax  <b>Address Book:</b> LDAP (2,000)/Local (1,600)/Speed Dial (200)  <b>Send Resolution (dpi):</b>  Push: Up to 600 x 600  Pull: Up to 600 x 600</p>



	<p><b>Communication Protocol</b>  File: FTP (TCP/IP), SMB3.0 (TCP/IP), WebDAV  Email: SMTP, POP3  <b>File Format:</b> Standard: TIFF, JPEG, PDF (Encrypted, Compact, Searchable, Apply Policy, Optimize for Web, User Signature, PDF A/1-b, Limited Color, Device Signature, User Signature), XPS (Compact, Searchable, Device Signature, User Signature), Office Open XML (PowerPoint, Word)</p>
Environmental Specifications	<p><b>Operating Environment:</b>  Temperature: 50 to 86 °F  Humidity: 20 to 80% RH (Relative Humidity)  <b>Power Requirements:</b>  C5870i/  C5860i: 110-127 V, 60 Hz, 12 A  C5850i:  C5840i: 110-127 V, 60 Hz, 10 A  <b>Power Consumption</b>  Maximum: Approx. 1,800 W  Standby: Approx. 56.1 W  Sleep Mode: Approx. 0.8 W  Typical Electricity Consumption (TEC) Rating  C5870i: 0.86 kWh  C5860i: 0.71 kWh  C5850i: 0.57 kWh  C5840i: 0.47 kWh  <b>Standards</b>  ENERGY STAR® Certified  Rated EPEAT® Gold</p>
Consumables	<p><b>Toner:</b>  GPR-61 Toner BK/C/M/Y  GPR-61L Toner C/M/Y  <b>Toner Yield (Estimated @ 5% Coverage)</b>  GPR-61 Toner  BK: 71,000 Pages  GPR-61 Toner  C/M/Y: 60,000 Pages  GPR-61L Toner  C/M/Y: 26,000 Pages</p>

**Please provide pictures of the above items under Lots (1-5)**





**SUPPLIER'S BID**



TO: \_\_\_\_\_  
 (Name and address of Procuring Entity)

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 Office Equipment Lot 1-5** in accordance with the Contract conditions attached herein for the total amount :

The Price of our bid, including VAT (where applicable) is:

Lot No. & Name of Lots	Amount in figures	Amount in words
Lot 1- Air conditioning Units		
Lot 2- Computers		
Lot 3- Office desks and chairs		
Lot 4- Dining tables and stools		
Lot 5- Photocopy Machine		

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**

Bids can be placed for individual lots or for any combination of lots

Lot No.	Brief description of goods	Quantity	Unit price	Total Cost including VAT
1	Air conditioning Units	8		
<b>Subtotal for Lot 1</b>				
2	Computers	4		
<b>Subtotal for Lot 2</b>				
3	Office desks	12		
	Semi executive chairs	3		
	Secretarial chairs	8		
	Office Guest chairs	24		
<b>Subtotal for Lot 3</b>				
4	Dining table	5		
	Bar stools	10		
<b>Subtotal for Lot 4</b>				
5	Photocopy machine	1		
<b>Subtotal for Lot 5</b>				
<b>Grand total</b>				

**Please note that the Procuring Entity will not be responsible for customs clearance of the goods.**

Duly authorized to sign for and on behalf of:

\_\_\_\_\_

*(name of Bidder)*

\_\_\_\_\_

*(Full name)*

\_\_\_\_\_

*(Title)*

\_\_\_\_\_

*(Signature and seal)*

## SUPPLY CONTRACT FOR GOODS

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_ 2025 between the **Guyana Energy Agency** (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 **Delivery and Supply of Office Equipment Lot 1-5** 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-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: ..... [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 for the period of time of two (2) years starting on the contract sign date, 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( <i>day/ month/ year</i> ):
IFB No: <i>[insert number of bidding process]</i>
Alternative No.: <i>[insert identification No if this is a Bid for an alternative]</i>

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]*



**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 of goods ..... (*description of goods*)

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 of \_\_\_\_\_ *[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 \_\_\_\_\_ 200 \_\_\_\_\_. (seal)  
(date)

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*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

PROPOSAL FOR STANDARD EVALUATION CRITERIA FOR GOODS

NATIONAL PROCUREMENT  
& TENDER ADMINISTRATION

1 MAR 2025

APPROVED  
PASS/FAIL

No.	DESCRIPTION	PASS/FAIL
1.	Submission of a <b>valid</b> business registration or certificate of incorporation that is <b>clearly legible</b> . <b>Incorporated companies must submit a list of directors.</b>	
2.	Submission of a <b>valid</b> NIS compliance certificate in the name of the business as per business registration. <b>Document must be clearly legible.</b>	
3.	Submission of a <b>valid</b> GRA compliance certificate in the name of the business as per business registration. <b>Document must be clearly legible.</b>	
4.	<b>Completed and signed</b> supplier's bid page ( <i>page 24</i> ).	
5.	Completed and signed price schedule must be submitted ( <i>Page 25</i> )	
6.	<b>Completed and signed</b> delivery schedule ( <i>page 17</i> ) or <b>statement of agreement</b> to supply goods/services <b>within the period specified in the delivery schedule.</b>	
7.	Provision of <b>documentation detailing the technical specifications</b> for the items listed in the Schedule of Requirement ( <i>page 17</i> ) or <b>evidence to show that the goods match the Technical Specifications</b> as detailed on (page 18-23).	
8.	<b>Bid Securing Declaration Form</b> completed and signed.	
9.	Demonstrate experience and technical capacity by providing <b>documentary evidence</b> that shows the supply of goods/services <b>similar to the items in the Requirement Schedule</b> ( <i>page 17</i> ). Bidder must <b>provide copies of contracts</b> with previous clients, <b>or copies of valid invoices</b> showing items supplied to clients. Bidder must demonstrate the experience of supplying goods/services to a <b>minimum value of G\$ 2,000,000</b> over the last five (5) years.	
10.	Evidence of financial capacity, in the name of the bidder, representing 30% of the bid price. Financial Capacity must be evidence in the form of a <b>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.</b> The document must be <b>dated within one month</b> of the bid opening date and be <b>clearly legible</b> . 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 <b>relating to the financial capacity evidence supplied.</b> The document must be <b>dated within one month</b> of the bid opening date and be <b>clearly legible.</b>	

12.	Written confirmation of authorizing signatory must be provided. This must be in the form of a <b>Affidavit of authorization and endorsed by a Commissioner of Oaths or Justice of Peace.</b>	
13.	The Bidder shall provide accurate information on the related bidding form as provided about any litigation or arbitration resulting from contracts completed or on-going under its execution over the last three years. <b><u>Pending Litigation:</u></b> 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. <b>If bidder has pending litigation representing more than the stated percentage, the bid will not be considered.</b>  <b><u>Litigation History:</u></b> Non-performance of a contract did not occur as result of supplier's default since 1st January, 2020. <b>If bidder has a history of nonperforming contract the bid will not be considered.</b>	
14.	Bidder must provide a letter stating <b>any or no terminated or abandonment of projects.</b> The letter must be <b>dated within one month</b> of the bid opening date.	
15.	Provision of valid manufacturer's authorization or authorized distributor letter on equipment	
16.	Provision of a signed statement of warranty and/or guarantee for applicable items. At minimum one (1) year warranty	
17.	Bidder must provide a statement for after sales services for at least one (1) year). Bidder's statement indicating its acceptance or otherwise in offering Local after sales service.	
	<b>Overall Responsiveness</b>	



Pending Litigation Format				
<input type="checkbox"/> No pending litigation in accordance with Evaluation Criteria # 13				
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"> <li>Contract Identification: [indicate complete contract name, number, and any other identification]</li> <li>Name of Purchaser: [insert full name]</li> <li>Address of Purchaser: [insert street/ city/ country]</li> <li>Matter in dispute: [indicate main issues in dispute]</li> <li>Status of dispute: [indicate if it is being treated under Arbitration or being dealt with by the Judiciary]</li> </ul>	[insert amount]

### 3. Litigation History

Litigation History Format		
<input type="checkbox"/> No court/arbitral award decisions against the Bidder since 1 <sup>st</sup> January [2018], in accordance with Evaluation Criteria # 14		
Year of award	Contract Identification	Total Contract Amount (current value, currency, exchange rate and USD equivalent)
[insert year]	<ul style="list-style-type: none"> <li>Contract Identification: [indicate complete Contract name, number, and any other identification]</li> <li>Name of Purchaser: [insert full name]</li> <li>Address of Purchaser: [insert street/city/country]</li> <li>Matter in dispute: [indicate main issues in dispute]</li> <li>Party who initiated the dispute: [indicate "Purchaser" or "Supplier"]</li> <li>Status of dispute: [indicate if it is being treated by under Arbitration or being dealt with by the Judiciary]</li> </ul>	[insert amount]

