

GOVERNMENT OF GUYANA



REQUEST FOR PROPOSAL

Consultancy Services for Training in Onshore Spill Response Techniques for the Guyana Energy Agency (GEA)

June 25, 2025



STANDARD REQUEST FOR PROPOSALS

SELECTION OF CONSULTANTS/FIRM

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.

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

[Chief Executive Officer](#)
[Guyana Energy Agency](#)
[295 Quamina Street, South Cummingsburg, Georgetown](#)
[Tel: 592-225-8569](#)
Email: Gea@gea.gov.gy

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June 25, 2025

Dear Sir or Madam,



Request for Proposal (RFP)

Consultancy Services for Training in Onshore Spill Response Techniques for the Guyana Energy Agency

1. The Guyana Energy Agency (GEA) has received a budgetary allocation, part of which it intends to apply for **Consultancy Services for the Training in Onshore Spill Response Techniques to the Guyana Energy Agency**. You are hereby invited to submit technical and financial proposals for providing those services.
2. The purpose of this assignment is to procure the services of a qualified organization to conduct training in onshore spill response techniques to build the capacity of decision makers within the Agency to respond to oil and petroleum product spills occurring on land or reaching the shoreline.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference (TOR) (Appendix 1);
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae (Appendix 2); and
 - (c) A sample format of the contract for consultancy services under which the service will be performed (Appendix 3).
4. **The Submission of Proposals**

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

One (1) original and one (1) copy of both the Technical and Financial Proposals are to be submitted along with two (2) electronic copies on USB flash drives. The first flash drive must contain a single non-editable "PDF" file of the complete Technical Proposal and the second flash drive a single non-editable "PDF" file of the complete Financial Proposal. The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", "**Consultancy Services for the Training in Onshore Spill Response Techniques to the Guyana Energy Agency**". Similarly, the original and copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment

The proposals are to be delivered to the Tender Box at the following address: **National Procurement and Tender Administration Board, Ministry of Finance, Main & Urquhart Street, Georgetown, Guyana** no later than the following date and time: **09:00 hrs on Thursday July 31, 2025**

5. **Bid Securing Declaration**

A Bid Securing Declaration is Applicable.

6. **Compliances**

Bidder must submit valid certificates of compliance from the Guyana Revenue Authority (GRA), National Insurance Scheme (NIS), and VAT registration, if a local Consultant.

7. **Evaluation Criteria**

The Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents and a Consultant will be selected under the **Least Cost Selection (LCS)** method and procedures described in this RFP, provided that this Bidder has been determined to be eligible and have met the qualification requirements in accordance with the Criteria in Appendix A.

8. **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 and the assignment would commence around **September, 2025**.

Negotiations will be held with the Consultant only if the technical proposal attains the required minimum score. The Consultant must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted, as may be required to adjudge the reasonableness of your price proposals. If the negotiation is successful, the award will be made to the Consultant. If negotiations fail, and if it is determined that a contract with reasonable terms cannot be concluded, negotiations can be aborted at any time, and 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.

9. Please note that the Guyana Energy Agency is not bound to select any of the Consultants submitting proposals.

10. It is estimated that approximately 14 days level of effort (LOE) over a one-month period will be required for the assignment. The Consultant should therefore base their financial proposal on this figure. However, the Consultant should feel free to submit your proposal on the basis of man-months considered necessary by you to undertake the assignment.



11. Consultants 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.
12. In order to familiarize yourselves with the project and the local conditions, the Consultant may wish to visit the project area. In this case, the Consultant 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 the Consultant for collection of preliminary information, for preparation of the proposal or for the subsequent negotiations will not be reimbursable as a direct cost of the assignment.
13. Assuming that the contract can be satisfactorily concluded in time, you will be expected to take-up/commence the assignment in **September, 2025**.
14. **Tax Liability**
 - (a) Domestic Consultants 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;
 - Or
 - (b) Foreign Consultants who are not resident in Guyana: Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Guyana; but payments made to those consultants may be subject to a withholding tax. Kindly contact the relevant tax authorities for further information in this regard, if required.

Yours faithfully,

.....
Dr. Mahender Sharma
Chief Executive Officer

Enclosures:

- Appendix 1. Terms of Reference
- Appendix 2. Supplementary Information to Consultant
- Appendix 3. Draft contract
- Appendix 4: National Oil Spill Contingency Plan

APPENDIX - 1

TERMS OF REFERENCE

TITLE: CONSULTING SERVICES FOR THE TRAINING IN ONSHORE SPILL RESPONSE TECHNIQUES FOR THE GUYSNS ENERGY AGENCY

Background

The GEA has been identified as the lead response Agency for Tier 2 (spills requiring the deployment of national resources) and Tier 3 (spills requiring the deployment of national, regional and international resources) oil and petroleum product spills on land under the National Oil Spill Contingency Plan (NOSCP). To effectively execute these functions under the NOSCP, the GEA will be required to manage the clean-up of Tier 2 and Tier 3 spills within an Incident Command Systems structure for oil and petroleum product spills occurring on land or reaching the shoreline.

Objective

The Consultancy aims to train decision making personnel within the Guyana Energy Agency to develop appropriate management and response strategies and to be equipped with the knowledge of the command structure and the technical knowledge to determine appropriate response strategies based on the circumstances and location of each spill on land and to support maritime spill responses, where required.

Activities

Training should be focused on but not limited to the following areas:

- Planning Section roles and responsibilities from the initial response, through the planning process for the next operational period and the demobilization of incident/event resources
- Operations Section roles and responsibilities from the initial response, through the planning process for the next operational period and the demobilization of incident/event resources
- Shoreline Cleanup Assessment Techniques (SCAT) - —a systematic method that responders use for surveying an affected shoreline after an oil spill.

Training materials should be designed/developed for each area of training identified above.

The Consultant should also prepare a final report on the training conducted, which outlines any critical observations and recommendations of follow-up actions revealed during the two training activities.

Qualifications

The trainer shall have no less than 5 years practical experience in oil spill response and incident command systems. Specific experience in land-based oil spill response and the unified command structure is an asset. The consultant must also be fluent in English Language and knowledge of region/local conditions would be an asset. An outline of recent experience of similar assignments/projects executed demonstrating the firm's knowledge of the project requirements and understanding of the tasks should be provided. Assignments completed by individual experts working privately or through other firms should not be claimed as the experience of your firm. Information on the current assignments of the firm should also be presented.

Duration

The consultancy will require a 14-day level of effort during the period **September 1 to 30, 2025** or such period as is recommended by the trainer for conclusion of the course(s).

Reporting and Review

Report requirements	Timeline
Initial Meeting/ Training Plan outlining specifically the methodology of training	Day 1 of consultancy
Training documents for all modules to be covered by the training programme	Day 2 to 7 of consultancy
Progress Reports on training development of participants	1 day after end of each module
Final Report	Last day of consultancy

Location of Training

Training location should be so determined as to offer the best possible use of training facilities for participants.

Online options for training are invited.

Supervision

The consultant will be contracted by the GEA and will report to the Chief Executive Officer, GEA or his designate.



APPENDIX - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Technical proposal- Standard Forms

{Notes to Consultant shown in brackets { } throughout this Section provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST

FORM	DESCRIPTION	Page Limit
TECH 1	Technical Proposal Submission Form	
TECH 1- Attachment	If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant's Organisation and Experience	
TECH-2A	A. Consultant's Organisation	3
TECH-2B	B. Consultant's Experience	3
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client; if any, on data, services and facilities should be provided to the Guyana Energy Agency.	
TECH-3A	A. On the Terms of Reference	2
TECH-3B	B. On the Counterpart Staff and Facilities	2
TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment.	10
TECH-5	Work Schedule and Planning for Deliverables	10
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	8

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

To: [Name and address of Client] {Location, Date}



Dear Sirs:

We, the undersigned, offer to provide ~~Consultancy Services~~ **for Consultancy Services for the Training in Onshore Spill Response Techniques to the Guyana Energy Agency** in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

{Note to Consultant: If the Consultant is a Joint Venture (JV), insert the following: "We are submitting our Proposal in association/as a consortium/as a Joint Venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy [insert: "of our letter of intent to form a Joint Venture" or, if a JV is already formed, "of the Joint Venture agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If Consultant's Proposal includes Sub-consultants, insert the following: "We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-Consultant}."

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for 90 calendar days after the proposal submission deadline.
- (c) We have no conflict of interest that impacts our capacity to serve the best interest of the Client.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force

in the country of the Client.

- (e) Unless the bid validity period is exceeded, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the unavailability or inadequate substitution of Key Experts may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment upon receiving the Commencement Order from the Client.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH 2

CONSULTANT'S ORGANISATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

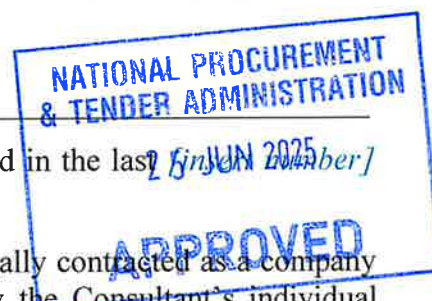
A - Consultant's Organisation

1. Provide here a brief description of the background and organization of your company, and – in case of a Joint Venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors and beneficial ownership.

B – Consultant's Experience

1. List only previous similar assignments successfully completed in the last 12 months years.
2. List only those assignments for which the Consultant was legally contracted as a company or was a member of a Joint Venture. Assignments completed by the Consultant's individual Experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment Name and Brief Description of Main Deliverables/Outputs	Name of Client and Country of Assignment	Approx. Contract Value (in US\$ or EURO)/Amount Paid to Your Firm	Role on the Assignment
{e.g. Jan.2009– Apr.2010}	{e.g. "Improvement quality of.....": designed master plan for rationalization of..... ; }	{e.g. Ministry of, country}	{e.g. US\$1 million/ US\$0.5 million}	{e.g. Lead partner in a JV A&B&C}
{e.g. Jan-May 2008}	{e.g. "Support to sub-national government. ...": drafted secondary level regulations on }	{e.g. municipality of....., country}	{e.g. US\$0.2 million/ US\$0.2 million}	{e.g. sole Consultant}



FORM TECH 3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH 4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference (TOR) specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}:

- (a) Technical Approach and Methodology
 - (b) Work Plan
 - (c) Organisation and Staffing
-
- (a) **Technical Approach and Methodology:** {Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here.}
 - (b) **Work Plan:** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - (c) **Organisation and Staffing:** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

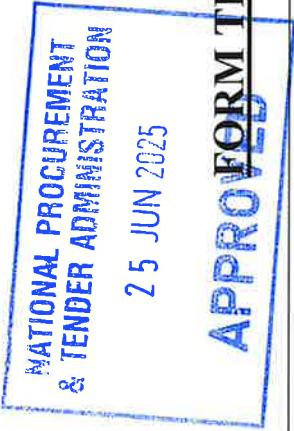
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in form of a bar chart.
3. Include a legend, if necessary, to help reading the chart.

3. Include a legend, if necessary, to help reading the chart.



25 JUN 2023

APPROVE



Team Composition, Assignment and Key Experts' Inputs

N°	Name	Expert's Input (in person/month/person-days) per each Deliverable (listed in TECH-5)							Total Time Input (in months/days)		
		Position	D-1	D-2	D-3	D-...		Home	Field	Total
KEY EXPERTS											
K-1	{e.g. Mr. Abbbb}	[Team Leader]	[Home] [2 month] [Field] [0.5 m]	[1.0] [2.5]	[1.0] [0]				4	3	
K-2											
K-3											
n											
Subtotal											
NON-KEY EXPERTS											
N-1		[Home] [Field]									
N-2											
n											
Subtotal											
Total											

- For Key Experts the input should be indicated individually for the same positions as required in the Terms of Reference
 - Months are counted from the start of the assignment/mobilization. One (1) month equals 22 working (billable) days. One (1) working (billable) day shall be not less than eight (8) working hours.
 - "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
- Full time input  Part time input 



**FORM TECH-6
(continued)**

CURRICULUM VITAE

Position Title and No.	{e.g. K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held, types of activities performed and location of the assignment, contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment which is not relevant to the assignment does not need to be included.}

Period	Employing Organisation and your Title/Position. Contact Information for References	Country	Summary of Activities Performed Relevant to the Assignment
[e.g. May 2005-present]	[e.g. Ministry of, Advisor/Consultant to... For references: Tel...../e-mail; Mr. Hbbbb, Deputy Minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved }	

Expert's Contact Information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this Curriculum Vitae correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(same who signs the Proposal)

Signature

Date



Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal ~~and~~ to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration.
- FIN-4 Reimbursable Expenses



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

NATIONAL PROCUREMENT
& TENDER ADMINISTRATION

25 JUN 2025

APPROVED
[Location]
Date]

To: [Name and Address of Client]

Dear Sirs:

We, the undersigned, offer to provide **Consultancy Services for the Training in Onshore Spill Response Techniques to the Guyana Energy Agency** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of:

.....
in words and figures], excluding all indirect local taxes. The estimated amount of local indirect taxes is.....

.....
[Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations.

{Note to Consultant: All amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 90 calendar days after the proposal submission deadline.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, are listed below:

Name and Address of Agent(s)/Other Party	Amount and Currency	Purpose
_____	_____	_____
_____	_____	_____

{Note to Consultant: If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and Contract execution."}

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{Note to Consultant: For a Joint Venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}



FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in United States Dollars; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if applicable}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) [Reimbursables]				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

1. Footnote: Payments will be made in the currency(ies) expressed above

FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration								
No.	Name ²	Position (as in TECH-6)	Person- months/Person- days Remuneration Rate ⁴	Time Input in Person- months/Person- -days (from TECH- 6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency - as in FIN-2}
Key Experts								
K-1			[Home] [Field]					
K-2								
Non-Key Experts								
N-1			[Home] [Field]					
N-2								
Total Costs								

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FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

B. [Reimbursable] _____								
N°	Type of [Reimbursable Expenses]	Unit	Unit Cost	Quantity	{Currency # 1-as in FIN-2}	{Currency # 2-as in FIN-2}	{Currency# 3-as in FIN-2}	{Local Currency- as inFIN-2}
	{e.g., Per diem Allowances*}	{Night}						
	{e.g., International Flights}	{Ticket}						
	{e.g., In/Out Airport Transportation}	{Trip}						
	{e.g., Communication Costs between {Insert place} and {Insert place}}							
	{e.g., Reproduction of Reports}							
	{e.g., Office Rent}							
							
	{Training of the Client's Personnel – if required in Terms of Reference}							
Total Costs								

Legend: [* "Per diem allowance" is paid for each night the Expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling]





EVALUATION OF PROPOSALS

Proposals will be evaluated in a two-stage manner, commencing with evaluation of technical proposals on the basis of “Least Cost Selection System (LCS)”. The price quoted by the Bidders in their Financial Bid (the “Bid Price”) shall constitute sole criteria for evaluation of Bids amongst the Technically Qualified Bidders in accordance with Sub-Clause 3.4.2 and the Project shall be awarded to the Bidder quoting the lowest evaluated Bid Price among those Bidders.

Technical Evaluation:

Technical proposals shall be evaluated and awarded based on a PASS/FAIL basis.

Technical Evaluation Criteria

(A) General Experience of the Firm	
(i) Team Leader	
(ii) Other staff	
(B) Specific Experience and qualification of the Consultant (as a Firm) relevant to Particular Assignment	
<input type="checkbox"/> Specific Qualification related to the assignment	
<input type="checkbox"/> Specific experience as a Consultant (as a firm) relevant to the Assignment	
<input type="checkbox"/> Language and knowledge of region/local conditions	
(C) Adequacy of approach Adequacy and quality of the proposed methodology, and work plan, including level of detail, in responding to the Terms of Reference	
<input type="checkbox"/> Adequacy of workplan	
<input type="checkbox"/> Quality of workplan	
<input type="checkbox"/> Technical approach	
<input type="checkbox"/> Methodology	
Overall responsiveness (PASS/FAIL)	

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 Procuring Entity, the Consultant 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. The Consultant 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.

Financial Proposal:

For the purpose of evaluating the proposal, prices shall be converted to a single currency using the selling (exchange) rates for the currencies of the price quoted by the Bank of Guyana. The date of the exchange rate is July 31, 2025. **The contract shall be awarded to the Consulting firm to be substantially responsive to the technical requirements of the bid solicitation document, and who offered the Lowest Evaluated Bid.**



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 _____ [*insert name of Procuring Entity*]. 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.

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. The final terms of the parties' contract will be determined during the negotiation period.

Appendix 3

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 *[insert Procuring Entity's address]*, 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) Consultant shall perform the services specified in Appendix 1, "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 C, "Consultant's Reporting Obligations."
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.

C. Schedule of Payments

The schedule of payments is specified below:¹

10% of contract amount upon the Procuring Entity's receipt and acceptance of a Training Plan outlining specifically the methodology of training.

50% of contract amount upon the Procuring Entity's receipt and acceptance of the draft report, acceptable to the Procuring Entity; and

40% of contract amount upon the Procuring Entity's receipt and acceptance of the final report, acceptable to the Procuring Entity.

D. Payment Conditions

Payment shall be made in _____ [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Coordinator.

4. **Project
Administration**

A. The Procuring Entity designates **Dr. Mahender Sharma** as 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.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.



¹

Modify, in order to reflect the output required, as described in Annex C.

5. Retention

The Employer shall retain from each payment as a portion of the funds in the sum of 10 % of the contract sum pending completion of the assignment and on acceptance of the final report (if required).

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

- (a) A rate of 0.03 % per week of the bid price
- (b) A maximum of 10 % of contract price

Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages;

6. 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 0.02 % per week of the bid price
- (b) A maximum of 5 % of contract price

Thereafter, the Procuring Entity has the right to cancel the contract and demand all form of damages

7. Mobilization Advance

The Employer shall make advance payment to the Consultant in the amount of 20 % on the signing of the contract on the provision of a bond. Mobilization advance to be repaid as specified in the contract (Not Applicable)

8. Performance Bond

The Performance bond shall be 10 % of the Bid Sum;

9. 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;

11. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Entity considers unsatisfactory;

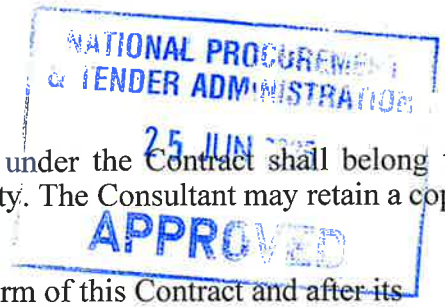
12. Confidentiality

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 Procuring Entity's business or operations without the prior written consent of the Procuring Entity;

13. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by





the Consultant for the Procuring Entity under the Contract shall belong to and remain the property of the Procuring Entity. The Consultant may retain a copy of such documents and software.²

- | | |
|---|---|
| 14. Consultant Not to be Engaged in Certain Activities | 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 the Services and any continuation thereof) for any project resulting from or closely related to the Services. |
| 15. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| 16. Assignment | The Consultant shall not assign this Contract or sub-contract any portion of it without the Procuring Entity's prior written consent. |
| 17. Law Governing Contract and Language | The Contract shall be governed by the laws of Guyana and the language of the Contract shall be English. |
| 18. Dispute Resolution | Any dispute arising out of or in connection with the Contract shall be settled in a court of general jurisdiction in accordance with the laws of Guyana. |

FOR THE PROCURING ENTITY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

Appendices

Annex A- Terms of Reference and Scope of Services

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client]

Annex B- Consultant's Personnel

[Note: Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

Annex C- Consultant's Reporting Obligations

[Note: Insert the list of reporting obligations agreed to by both parties and timelines for submission]

APPENDIX 4- National Oil Spill contingency plan



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