

**PROCUREMENT
OF GOODS**

OPEN COMPETITIVE TENDERING



Guyana Energy Agency

STANDARD TENDERING DOCUMENTS

March, 2026



Abbreviations

ICC.....	International Chamber of Commerce
IFT.....	Invitation for Tenders
Incoterms...	International Commercial Terms
ITT.....	Instructions to Tenderers
JV.....	Joint Venture
OCT.....	Open Competitive Tendering
SDR.....	Special Drawing Rights
STD.....	Standard Tendering Document
WB.....	World Bank (International Bank for Reconstruction and Development)

Introduction

This Standard Tendering Document is designed for the conclusion of a contract for the supply of goods. It may be used for contracts funded from the national budget. Use of this document for funded contracts will require agreement of the donor.

Specific source of funds: 7709-GY

Country: Guyana

Name of Project: Caribbean Efficient and Green-Energy Buildings Project **Contract**

Title: Supply and delivery of One (1) Electric Vehicle for the Guyana Energy

Agency

IDA: 7709

RFB Reference No.: GY-GEA-534670-GO-RFQ

Guyana Energy Agency
295 Quamina Street
South Cummingsburg
Georgetown
Guyana

TENDERING DOCUMENT FOR THE PROCUREMENT OF GOODS

**Supply and delivery of One (1) Electric Vehicle for the
Guyana Energy Agency**

Invitation for Tender No: GY-GEA-486629-GO-RFQ

Issued on: March 6 ,2026

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Section 1: Invitation for Tenders

Name of Procuring entity: Guyana Energy Agency

Address of Procuring Entity 295, Quamina Street, South Cummingsburg
Georgetown, Guyana

Contract Title: Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency

RFB Reference No.: GY-GEA-534670-GO-RFQ

Date: *March 6, 2026*

Invitation for tenders

1. *The Guyana Energy Agency (GEA) invites sealed tenders from interested and qualified tenderers to **Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency**. The delivery period is *sixty (60) days*. The Contract will be awarded as a single responsibility contract to the lowest responsive and responsible bidder."*
2. Tendering will be conducted through the open competitive tendering procedures specified in the Public Procurement Act of Guyana ("the Act").
3. Interested eligible tenderers may obtain further information from the *Guyana Energy Agency via email gea@gea.gov.gy* and inspect tender Documents at the address given below from *Monday to Friday, 8:00hrs to 16:00hrs*.
Guyana Energy Agency
295 Quamina Street, South Cummingsburg
Georgetown, Guyana
4. A complete set of the Tendering Documents is available from <https://gea.gov.gy/category/tenders-notice/> for free download.
5. All Bidders should submit their bids together with an original **bid security of 2%** of the tendered amount not later than 9:00 hours on **March 31st, 2026** at 9:00hrs (GYT) at the **National Procurement & Tender Administration Board (NPTAB), Ministry of Finance** in the presence the Tenderers' representatives who choose to attend at address below:

National Procurement & Tender Administration Board (NPTAB)

Ministry of Finance

Main & Urquhart Streets

Georgetown, Guyana

Tender Opening can also be viewed via link:



<https://bit.ly/390kC5N>

Tenders shall be submitted in United States Dollars (USD). For the purpose of bid comparison and evaluation, all bids will be converted into a single evaluation currency, Guyana Dollars (GYD), using the official exchange rate published by the Bank of Guyana on the date of bid opening.

6. Tenders must comprise:

- (a) Letter of Tender in accordance with the attached template which must be completed without any alterations to the text;
- (b) documentary evidence establishing the Tenderer's qualifications to perform the contract; and
- (c) documentary evidence that the goods conform to the Tendering Documents.

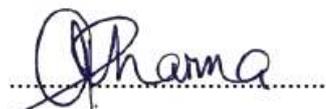
7. The address(es) referred to above is(are):

Attn. ***The Chairman***

National Procurement & Tender Administration Board

Ministry of Finance, 49 Main & Urquhart Streets,

Georgetown, Guyana



Dr. Mahender Sharma
Chief Executive Officer

Section 2: Instructions for Tenderers

The Procuring Entity issues these Tendering Documents for the conclusion of a contract for the supply of the goods and any related services specified in Section 3.

1. This Invitation for Tenders is open to all eligible Tenderers that comply with the Qualification Criteria specified in Section 3 of the Schedule.
2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tendering Documents and to furnish with its Tender all information or documentation as is required by the Tendering Documents.
3. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
4. The **Government of Guyana** has received financing from the World Bank toward the cost of the Caribbean Efficient and Green-Energy Buildings Project (CEGEB Project), and intends to apply part of the proceeds toward payments under the contract for the **Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency**
5. The Government requires compliance with its integrity policy as set forth in Section 3.IV. Tenderers shall permit and shall cause its agents to permit the Government to inspect all accounts, records, and other documents relating to the submission of tender and contract performance (in the case of award), and to have them audited by auditors appointed by the Government.
6. A Tenderer may seek clarification of the Tendering Document in writing at the Procuring Entity's address **at least seven (7) days before the deadline for the submission of a tender**. The Procuring Entity will respond in writing at least seven days before the deadline for the submission of the tender. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the Tendering Documents, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Tendering Documents, the Procuring Entity shall amend the Tendering Documents.
7. At any time prior to the deadline for submission of tenders, the Procuring Entity for any reason, on its own initiative or in response to a clarification request in writing from a tenderer may amend the Tendering Documents by issuing addenda which shall be communicated in writing to all who have obtained the Tendering Documents from the Procuring Entity. The Procuring Entity may, at its discretion, extend the deadline for the submission of tenders.
8. The Tender shall be submitted to the address provided in the Invitation for Tenders and shall remain valid for the period of 120 days after **March 31st, 2026**. The period of validity of a tender may be extended only with the agreement of the tenderer. A

tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

9. Alternative tenders shall not be considered. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. Prices shall be quoted in **United States Dollars**. For the purpose of bid comparison and evaluation, all bids will be converted into a single evaluation currency, Guyana Dollars (GYD), using the official exchange rate published by the Bank of Guyana on the date of bid opening. Payment shall be made in the currency of the contract.
10. *The Tenderer (or JV in the case of a legally constituted JV or in the names of all future members) shall furnish as part of its tender a Tender-Securing Declaration in original form or cash or Guarantee for Tender Security using the Forms provided in Section 4. Any Tender not accompanied by a substantially responsive Tender Securing Declaration or Guarantee shall be rejected by the Procuring Entity as non-responsive. The Guarantee may be executed or the Tender Securing Declaration may lead to a suspension for a period of time:*
 - (a) *if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Letter of Tender, or any extension thereto provided by the Tenderer; or*
 - (b) *if the successful Tenderer fails to:*
 - (i) *sign the Contract; or*
 - (ii) *furnish a performance security where required.*
11. The Tenderer shall prepare **one (1) original** of the documents comprising the tender and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit **one (1) copy** of the tender and clearly mark them "COPY" and **2 (two) exact** electronic **PDF copies** of the bid on Flash Drive(s). In the event of any discrepancy between the original and the copies, the original shall prevail. Alternative tenders, if permitted, shall be marked "ALTERNATIVE." The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. The envelopes containing the original and the copies shall then be enclosed in one single envelope and bear the name and address of the Tenderer; "**Supply and Delivery of one (1) electric vehicle** " ; and a warning "NOT TO OPEN" before 9:00 hrs on **March 31st,2026**
12. All envelopes shall be opened one at a time, reading out the name of the Tenderer and the total Tender Prices, including any discounts. Only discounts read out at Tender opening shall be considered for evaluation. The Letter of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending tender opening. The Procuring Entity shall neither discuss the merits of any tender nor reject any tender. The Procuring Entity shall prepare a record of the tender opening that shall include the name of the Tenderer and the Tender Price, including any discounts and for each tender the date and time of receipt; the existence of a tender security or tender-securing declaration were required, any alternative tenders where

permitted. The Tenderers' representatives who are present shall be requested to sign the record. A copy of the record shall be distributed to all Tenderers.

13. Information relating to the evaluation of tenders and recommendation of contract award shall not be disclosed to tenderers or any other persons not officially concerned with the tendering process until information on the Contract Award is communicated to all Tenderers. Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the tender or contract award decision may result in the rejection of its Tender.
14. The Procuring Entity may in writing ask any Tenderer for a clarification of its Tender. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the tenders. If a Tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its tender may be rejected.
15. The Procuring Entity shall determine to its satisfaction whether the Tenderers submitting Tenders meet the qualifying criteria specified in Section 3.II, Tenderer Qualification Criteria.
16. The Procuring Entity shall examine the technical aspects of the tender to confirm that all requirements of Section 3 have been met without any material deviation or reservation, or omission. If a tender is not substantially responsive to the requirements of Tendering Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. The Procuring Entity may waive any non-conformities or omissions, as long as these do not constitute a material deviation and permit the tenderer to submit the necessary information or documentation to rectify non-material non-conformities or omissions in the tender related to documentation requirements.
17. Provided that the Tender is substantially responsive, the Procuring Entity shall correct arithmetical errors and Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender.
18. The Procuring Entity shall use the criteria and methodologies listed in Section 3.III in deciding to award the contract. No other evaluation criteria or methodologies shall be permitted.
19. The Procuring Entity shall send to each Tenderer the Notification of Intention to conclude a Contract to the successful Tenderers. The Notification of Intention to Conclude shall contain, at a minimum, the following information:
 - (a) the name and address of the Tenderers submitting the successful Tenders;
 - (b) the price of the successful Tender;

- (c) the names of all Tenderers who submitted Tenders, and their Tender prices as read out, and as evaluated;
 - (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; and
 - (e) instructions on how to request a debriefing and/or submit a complaint.
20. The Procuring Entity shall send to the successful Tenderer, in writing, a Notification to Conclude a Contract. The Contract shall be awarded within seven working days commencing the day after the date the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Conclude a Contract.
21. On receipt of the Procuring Entity's Notification of Intention to Conclude a Contract, an unsuccessful Tenderer has thirty Business Days to make a written request to the Procuring Entity for a debriefing. The Procuring Entity shall provide a debriefing to all unsuccessful Tenderers whose request is received within this deadline.
22. Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Procuring Entity pursuant to the Public Procurement Act of Guyana and its associated Regulations.

Section 3: Tender Schedule

Section 3 contains the following components:

- I. The Tender Requirement
- II. Tenderer Qualifications
- III. Evaluation Criteria
- IV. Eligible Countries
- V. Integrity Requirements

The Tender Requirement

Notes for Preparing the Tender Requirements

This component consists of:

- A. List of goods and delivery schedule
- B. List of Related Services and Completion Schedule
- C. Technical specifications
- D. Drawings (if applicable)
- E. Inspections and Tests

A. List of goods and delivery schedule

Supply and delivery of one (1) Electric vehicle (EV) for the Guyana Energy Agency

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date
1	Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency	1	each	Guyana Energy Agency, 295 Quamina Street, South Cummingsburg, Georgetown, Guyana	50 days	60days	

B. List of Related Services and Completion Schedule- NOT APPLICABLE

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1: if applicable

Discount

If our tender is accepted, the following discounts shall apply:

[Tenderer to specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies or state none].

Methodology of Application of the Discounts.

The discounts shall be applied using the following method:

[Tenderer to specify in detail the method that shall be used to apply the discounts or state not applicable].

Additional evaluation criteria

Procuring entity to state any additional criteria to be used, including details of how the additional criteria shall be evaluated (e.g. weighting).

C. Technical Specifications

1. General

The tender calling for bids is dedicated to identify and contract a supplier to Supply and Delivery of One (1) Electric Vehicle at the location identified in the bidding documents as per the following:

- 1.1 Procure and supply the requested electric vehicle for the Guyana Energy Agency according to the specifications and schedule of requirements provided;
- 1.2 Provide **all technical documentation including manuals and direction of operation** to the GEA;
- 1.3 Providing **after-sales services to GEA for at least three (3) years after supply of goods.**
- 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 brochures, certifications, technical specifications, brand, and models of the equipment provided in one location in their submission in the following order.

1. Brochure(s)
2. Technical specifications sheets
3. Certifications

Bidders must ensure that all equipment supplied under the contract is 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.

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.

Electric Vehicle:

Specifications	Description
Year of Manufacture	2023/2024
Body	Crossover
Usable Battery Capacity	84kWh or greater
Battery capacity	76kWh or greater
Battery capacity retention	At least 70% of nominal capacity while under warranty (8 years and 160,000 km)
Battery Type	Lithium-ion Technology

Section VII – Schedule of Requirements

Battery Cooling	Water based coolant circulation
Color	Black or white
Drive	Right-hand
Direct Tailpipe Emission	CO2 Emissions: 0gm/km
Battery charge time	Level 1 (120Vac) Home Charging Slow rate charging Level 2 (11kw – 240Vac) (6 ¾ - 8 ¾ hours) DC Fast Charging (50kW) (1 -1 ¼ hours)
Charging Capability	Slow, Fast and Ultra-fast charging (Multispeed)
Battery quick charge time	Approx. 9 hours/0%-100%
Onboard Charger	Type 2 (AC) and CCS2 (DC)
Electric Motor	Permanent magnet synchronous
Features	<ul style="list-style-type: none"> • Remote Smart Park Assist • Onboard Portable Power Supply (AC) (≥ 3kW) • Cruise Control and Lane Assist • Standard Blind Spot Monitor • Regenerative Braking • Adjustable Regenerative Brake Settings • ABS (antilocking brakes) • Forward collision avoidance assist • Blind spot collision avoidance assist • Parking collision avoidance assist • Electronic child lock rear door • Engine start/stop button with smart entry system • Multi collision brake system • Smart key • 2 zone air conditioning • Navigation based with smart cruise control • Tire pressure sensor • Tilt and telescopic steering wheel • Rain sensor
Drivetrain	Automatic, Dual Electric Motor (AWD)
Vehicle Construction	Steel, Aluminum
Power Steering	Electronic
Chassis	
Suspension, front	MacPherson Strut/Coil Over Strut
Suspension, rear	Twist beam axle or Multi-link
Brakes, front	Vented discs with Twin piston sliding caliper
Brakes, rear	Vented discs with single-piston floating caliper
Parking Brake (type/location/activation)	Electro
Brake Fluid	DOT4
Rims	21 inches Alloy (minimum)

Section VII – Schedule of Requirements

Accessories	Rubberized floor Mats, Tyre repair kit with all tools (Jack, lug spanner, etc.), 2 remotes/keys.	
Performance		
Acceleration 0–62 miles/h (0 - 100km/h)	Sec	3.0 - 7.5
Top Speed (Max speed)	km/h	140 – 180
Electricity Consumption	Wh/km	130 – 200 or less
Power	kW	≥ 165
Torque	Nm, rpm	≥ 300, 4500 - 7700
Driving Range	km	≥ 400

Standard Equipment

Exterior:

- Full projector headlights with LED daytime running lights
- LED signature rear lights
- Body colored door mirrors with integrated LED turn signals
- Electric folding door mirrors
- Full LED headlights with auto levelling system
- Parking sensors, front, and rear
- Rear view camera with dynamic guiding
- Premium paint
- Rear privacy glass
- Solar glass windshield
- LED rear fog lamps

Interior:

- Leather steering wheel with control switches (radio/CD player, flash drive port)
- Number of Seats: 5: Driver Seat (slide, recliner, and lifter) Passenger seat (slide and recliner)
- Rear seats folding (60/40)
- Trunk space ≥ 480L
- Airbags between driver and passenger seat
- Airbags in front, driver, and passenger
- Airbags side front, driver, and passenger
- Electric windows front and rear with auto up/down

Comfort and Convenience:

- Auto headlights, rain sensor, follow-me-home & auto hazard
- Leather or suede seats
- Rear trunk electric and kick sensor opening

Audio and Technology:

- Touch display
- 360 degree around view monitor

- Blind Sport View Monitor
- AUDIO system (Android Auto/Apple CarPlay, Bluetooth, AM/FM, USB, AUX)
- Bluetooth with voice command
- Premium Sound system with active sound design
- Wireless mobile phone charger
- USB charging ports at front seats and console

Charging:

See Technical Specifications in Table above.

A Charging Cable is to be supplied with the vehicle with charging connection plug. The supplied cable must conform to the IEC 62893, IEC 61851 and IEC 62196 standards. The minimum length of the cable shall be at 5 meters least meters

3. Specification of Required Services

3.1 Delivery of Goods to Site

The Bidder is fully responsible for organizing and guaranteeing timely transport of the vehicle to the GEA. The GEA reserves the right to test and inspect the vehicle in the presence of the contractor after the vehicle has been delivered.

The Bidder is requested to present detailed information on the schedule of delivery and transport modalities of the vehicle to the site. Close coordination with responsible staff from the procuring entity will be done.

Transfer of Ownership

An Acceptance Inspection will be organized by the Procuring Entity and in presence of the Contractor to allow for the issuance of a completion certificate indicating the satisfactory completion of the delivery.

4. Warranty

Two types of warranty have to be offered by the Bidder:

- a) Warranty on hardware failures on all products offered and used according to international established terms (8 years and 160,000 km (whichever comes first) minimum for the battery and 2 years minimum for other equipment);
- b) Warranty on the proper operation of the provided goods according to the specification and terms fixed in the contract between the Seller and the procuring entity (2 years minimum).

Any item found defective during the warranty period shall be replaced free of cost to the satisfaction of the procuring entity.

5. After Sales Service

The Supplier must provide a local after-sales service of no less than 3 years.

Bidder must provide picture(s) with the vehicle specification sheet, model numbers in the bid submission

E. Inspections and Tests

The following inspections and tests shall be performed:

- Inspection certificate issued by the authorized inspection service, and the supplier's factory inspection report (if any);

II Tenderer Qualifications

1. Eligible Tenderers:

This Tender procedure is based on international competitive tendering and is available to tenderers in and outside of Guyana.

- (a) These eligibility requirements are without prejudice to Tenderers from or established in a country which is a member of a regional or international agreement to which Guyana is a party and which grants access to the tenderers of the country to the procurement market of Guyana. Such Tenderers shall be treated equally regardless of the degree of foreign affiliation or ownership.
- (b) For the information of the Tenderers, at the present time firms, goods and services are excluded from this tendering process from countries where:
 - (i) as a matter of law or official regulations, Guyana prohibits commercial relations with that country; or
 - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Guyana prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

2. Qualifications

After determining the lowest-evaluated tender, the Procuring Entity shall carry out the post-qualification of the Tenderer using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The Procuring Entity shall select the criteria deemed appropriate for the procurement from among those set out in Articles 62 and 62 of the Act

- (a) Financial Capability - the Tenderer shall furnish documentary evidence that it meets the following financial requirement(s):
 - i) Evidence of financial capacity, in the name of the Tendered, representing 30% of the bid price. Financial Capacity must be evidence in the form of a bank statement or Line of credit from a bank or Insurance company licensed by the Bank of Guyana. The line of credit must state a figure. The document must be dated within one month of the bid opening date and be clearly legible. When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company.
 - ii) Tenderer must provide a **letter of Authorization for the Procuring Entity** to seek reference from the bidder's Bank/financial institution relating to the financial capacity evidence supplied. The document must be dated within one month of the bid opening date and be clearly legible.

iii) Tendered must provide audited financial statements for the past three years for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note.

OR

Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the past three years. These financial statements must be approved by a Chartered accountant/accountancy firm

(b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- i) Demonstrate experience and technical capacity by providing documentary evidence that shows the completion of a minimum of two (2) contracts of similar size and scope to the Project over the last two (2) years. Tenderers must provide copies of contracts with previous clients. Tenderers must also demonstrate the experience of completing contracts of a minimum value of G\$8,000,000 for each year over two (2) years
- ii) Procure and supply the requested electric vehicle for the Guyana Energy Agency according to the specifications and schedule of requirements provided
- iii) Providing after-sales services to GEA for at least three years after supply of goods.
- iv) 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,

(b) The Tenderer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

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

Brochure(s)

Technical specifications sheets

Certifications(d) The Tenderer shall not have a record of non-performance in the past two years before the tender is submitted.

1. *A Tenderer may be a firm that is a private entity, a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such agreement supported by a letter of intent. In case of a joint venture, all members shall be jointly and severally liable for the execution of a Call-off Contract under a Contract in accordance with the Call-off Contract conditions that apply.*
2. *Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which such Tenderer is involved.*
3. *Tenderers that are Government-owned enterprises or institutions in may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Procuring Entity.*
4. *The Tenderer shall have fulfilled its obligations to pay taxes and security contributions under the relevant national laws and regulations.*
5. *Non-performance shall be decided by the Procuring Entity based on contract terminations due to fault of the supplier in execution of the contract, including all contracts where (a) termination was not challenged by the supplier, including through referral to the dispute resolution mechanism under the respective contract, and (b) termination was so challenged but finally settled against the supplier. Non-performance shall not include instances where Procuring Entity decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on finally settled disputes or litigation if applicable, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Tenderer have been exhausted.*

III. Evaluation Criteria

1. Evaluation criteria

The Procuring Entity will conclude a contract with the Tenderer that submits the lowest evaluated Tender that meets the qualification criteria and whose Tender has been determined to be substantially responsive to the Tendering Document.

To determine the lowest evaluated tender, the procuring entity shall consider:

- (a) the evaluation of prices based on the specified Incoterm and delivery location, exclusive of any applicable customs duties, sales or other taxes payable on the goods in Guyana ;
- (b) the price adjustments for any correction of arithmetic errors; and
- (c) any price adjustments due to discounts offered; and
- (d) the price conversion to Guyana Dollars where tenders have been permitted to be offered in alternative currencies; and
- (e) price adjustments due to the quantifiable minor deviations in a tender.

The evaluation criteria may require the consideration of other factors, in addition to the tender price. These factors may include, but are not limited to:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

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 bank statement or Line of credit from a bank or Insurance company licensed by the Bank of Guyana. The line of credit must state a figure. The document must be dated within one month of the bid opening date and be clearly legible. When a photocopy is presented, it must be certified a 'true copy of original' by the issuing company

- b) Bidder must provide a **letter of Authorization for the Procuring Entity** to seek reference from the bidder's Bank/financial institution relating to the financial capacity evidence supplied. The document must be dated within one month of the bid opening date and be clearly legible.

- c) Bidder must provide **audited financial statements for the past three years** for incorporated companies. Financial statements must be audited by a Chartered accountant/accountancy firm and include an auditor's note.

OR

Registered businesses must provide Balance Sheets, Profit and Loss Accounts, and Income and Expenditure Accounts for the past three years These financial statements must be approved by a Chartered accountant/accountancy firm

Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- **Demonstrate experience and technical capacity** by providing documentary evidence that shows the completion of a minimum of two (2) contracts of similar size and scope

to the Project over the last two (2) years. Bidder must provide copies of contracts with previous clients. Bidder must also demonstrate the experience of completing contracts of a minimum value of G\$8,000,000 each year over two (2) years.

- d) Provision of **documentation detailing the technical specifications** or evidence to show that the goods match the requirements of the items listed in the Technical Specifications. Pictures, manual and other related documents must be provided.
- e) **Completed and signed** delivery schedule (*page 14*) or **statement of agreement to supply goods/services within the period specified by the Procuring Entity in the delivery schedule.**
- f) Completed and **signed price schedule (page 30)** must be submitted.
- g) Bidder must provide a letter stating **any or no terminated or abandonment of projects.** The letter must be **dated within one month** of the bid opening date.

2. Multiple Contracts (Not applicable)

Where lots are being awarded, the Procuring Entity shall award multiple contracts to the Tenderer that offers the lowest evaluated combination of tenders (one contract per tender) and meets the qualification criteria in III above.

The Procuring Entity shall in evaluating lots take into account:

- (i) the lowest-evaluated tender for each lot and
- (ii) the price reduction per lot and the methodology for its application as offered by the Tenderer in its tender

3. Alternative Tenders (Not applicable)

An alternative tender, if permitted, will be evaluated as follows:

A tenderer may submit an alternative tender with or without a tender for the base case. The Procuring Entity shall consider tenders offered for alternatives as specified in the Technical Specifications of I.C above. All tenders received, for the base case, as well as alternative tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures.

IV Integrity Requirements

Bidders shall at all times abide with the following legal provisions:

Conduct of Tenderer and Contractor:

Tenderers and Contractors are expected to observe the highest standards of ethics and professionalism throughout the procurement process and during the execution of any resulting contract. The following shall be considered unacceptable conduct and may result in disqualification, contract termination, or legal action:

1. **Misrepresentation** – Deliberate submission of false or misleading information in any form, including misstatement of qualifications, experience, financial status, or prior performance.
2. **Undue Influence** – Any attempt to influence the decision-making process of the Procuring Entity through gifts, favors, or other inducements.
3. **Collusion** – Cooperation between Tenderers or between a Tenderer and a third party with the intent to distort competition or gain unfair advantage.
4. **Conflict of Interest** – Failure to disclose a situation that may compromise the objectivity or independence of the Tenderer, including relationships with Procuring Entity staff or other bidders.
5. **Failure to Perform** – Repeated failure to perform contractual obligations in previous assignments, including delays, poor workmanship, or breach of contract.
6. **Obstruction** – Deliberate acts intended to hinder the investigation of allegations of misconduct, including destruction of evidence or threats to witnesses.

Tenderers and Contractors are also required to fully cooperate with any inquiry or investigation undertaken by the Procuring Entity, the National Procurement and Tender Administration Board (NPTAB), or other competent authorities.

Failure to comply with these standards may lead to disqualification, suspension, debarment, or legal action under the applicable laws and regulations of Guyana.

Section 4: Tenderer Forms

Letter of Tender

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer’s complete name and address.

Note: *All italicized text is for use in preparing these forms and shall be deleted from the final products.*

Contract for the ***Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency***

Date: [insert date (as day, month and year) of Tender Submission]

Invitation for Tender No.: GY-GEA-534670-GO-RFQ

To: **The Guyana Energy Agency**

- (a) We have examined and have no reservations to the Tendering Documents;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with Section 3.IV;
- (c) We offer to supply in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in section 3.I the following Goods and/or Services: Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency;
- (d) The total price of our Tender is:

.....
.....

[insert the total price of the tender in words and figures]

- (e) Our tender shall be valid for a period of 120 days from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Tenderer or as a subcontractor, in more than one tender in this tendering process;
- (g) We are not a government owned entity/ We are a government owned entity but meet the requirements of Section 3:III; [*Tenderer to select as appropriate*]
- (h) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive;

- (i) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption and is not debarred from participating in a public procurement procedures under the Act or in any other country or by any funding agency.

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer**

Title of the person signing the Tender

Signature of the person named above _____ *[insert signature of person whose name and capacity are shown above]*

Date signed _____

*: In the case of the Tender submitted by joint venture specify the name of the “[Lead member] acting on behalf of Name of JV”.

**Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender Schedules.

Attachment: Price and Completion Schedules

Price Schedule

Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency

Date: _____ IFT No: _____ Page N° _____ of _____					
1	2	3	4	5	6
Line Item No.	Description	Delivery date	Quantity and physical unit	Unit price DDP	DDP price per line item (col. 4x5)
1	<i>Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency</i>	<i>120 Days from contract signing</i>	1		
Total Price:					
Name of Tenderer Signature of Tenderer Date					

Discount

If our tender is accepted, the following discounts shall apply:

.....
[Tenderer to specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies or state none].

Methodology of Application of the Discounts.

The discounts shall be applied using the following method:

.....
[Tenderer to specify in detail the method that shall be used to apply the discounts or state not applicable]

Price and Completion Schedule - Related Services- NOT APPLICABLE

Date: _____ IFT No: _____ Page N° <u> 1 </u> of <u> 1 </u>					
1	2	3	4	5	6
Service N°	Description of Services (excludes inland transportation and other services required in Guyana to convey the goods to their final destination)	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 4*5 or estimate)
	<i>[insert name of Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Tender Price					

Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender Submission]*

IFT No.: *GY-GEA-486629-GO-RFQ*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

Page 1 of 1 pages

1. Tenderer's Name :.....
2. In case of JV, legal name of each member:
3. Tenderer's or JV's actual or intended country of registration:
4. Tenderer's or JV's year of registration:
4. Tenderer's or JV's Address in country of registration:
6. Tenderer's or JV's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
The tenderer or joint venture shall submit evidence of its incorporation. The following documents shall be required as part of the tender submission: (a) Certificate of Registration or Incorporation of the tenderer. In the case of a joint venture, each tenderer named above shall submit the required evidence. (b) In the case of a joint venture, a letter of intent to form a joint venture or the joint venture agreement. (c) In case of Government-owned enterprise or institution, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not dependent agency of the Procuring Entity

Form of Tender-Securing Declaration

Date: *[date (as day, month and year)]*

Tender No.: *GY-GEA-486629-GO-RFQ*

Alternative No.: *Not Applicable*

To: *Guyana Energy Agency*

We, the undersigned, declare that:

1. We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.
2. We accept that we may be suspended from being eligible for tendering in any contract with the Procuring Entity under the provisions of Articles 70 and 114 of the Act, if we are in breach of our obligation(s) under the tender conditions, namely that we:
 - (a) withdraw our Tender during the period of tender validity specified in the Letter of Tender; or
 - (b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* **Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency**

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** *[insert the name(s) of the persons authorized to sign the tender]* _____

Title of the person signing the Tender *[insert the title of the person signing the Tender]*

Signature of the person named above _____

Date signed _____ day of _____, _____

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the tender.]

Form Guarantee for Tender Security

Logo of Commercial Bank

Bank's Name and Address of issuing branch or office

Date: *[insert date]*

Tender Guarantee No.

Beneficiary: Name and Address of the Procuring Entity,

We have been informed that **Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency** (hereinafter called "the Tenderer") intend to submit to you its Tender dated (hereinafter called "the Tender") for the supply of *[description of Goods and related Services]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of US\$ upon receipt by us of your first written demand in writing accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (ITT) of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire if:

- (a) the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (b) if the Tenderer is not the successful Tenderer: twenty-eight days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature(s) of authorized
representative(s)

Section 5: Contract for the Supply of Goods

Contract Agreement

This **Contract** is made *on the [insert: number] day of [insert: month], [insert: year]*

between

the Procuring Entity Guyana Energy Agency and having its principal place of business at 295 Quamina Street, South Cummingsburg, Georgetown, Guyana (hereinafter called “the Procuring Entity”), of the one part

and

the Supplier *[insert name of the Supplier]*, a corporation incorporated under the laws of Guyana and having its principal place of business at *[insert Supplier’s address]* (hereinafter called “the Supplier”).

NOW THIS CONTRACT IS AGREED AS FOLLOWS:

1. The Procuring Entity requires the **Supply and delivery of One (1) Electric Vehicle for the Guyana Energy Agency** (hereinafter called “the Goods”)
2. The Supplier offers to supply the Goods in conformity with this Contract for the sum of *Guyana Dollars [or other currency]([enter currency and number in figures]) [inclusive/exclusive of VAT/sales taxes] [amend as necessary]*.
3. Further to the Notification of Award of Contract on *[enter date]*, the Procuring Entity, accepts the Supplier’s offer and agrees that, in consideration for the supply and delivery of the Goods by the Supplier, the Procuring Entity shall pay the Supplier in accordance with this contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - (a) the Letter of Tender
 - (b) the Letter of Acceptance
 - (c) Conditions of Contract
 - (d) the completed Price and Completion Schedules
 - (e) *[add any other document(s)*:]*

*[*for example: where contracts are funded by the World Bank, Tenderers would be required present a signed acceptance confirming application of, and compliance with, the Bank's Anti-Corruption Guidelines, including without limitation the Bank's right to sanction and the Bank's inspection and audit rights.]*

This Contract Agreement and the documents stated in Part 4 above, constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties made prior to the date of Contract.

This Contract Agreement is executed in accordance with the laws of Guyana on the day, month and year indicated above.

For and on behalf of the Procuring Entity:

Signed: *[insert signature]*

Full name: *[name of person signing]*

Entity: *[insert the name of entity]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

Signed: *[insert signature of authorized representative(s) of the Supplier]*

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification official of witness]*

Conditions of Contract

- 1 Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them
- (a) **“Completion”** means the fulfilment of the supply of the Goods and Related Services as specified in the Price and Completion Schedules.
 - (b) **“Contract”** means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) **“Contract Price”** is the price payable to the Supplier as specified in the Contract Agreement.
 - (d) **“Procuring Entity”** means the entity purchasing the Goods and Related Services.
 - (e) **“Incidental Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (f) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (g) **“Supplier”** means the person, private or government entity, or a combination of the above, whose tender to perform the Contract has been accepted by the Procuring Entity.
- 2 Interpretation**
- 2.1 If the context so requires it, singular means plural and vice versa. Any references to the masculine gender shall include the female gender and references to the female gender shall include the masculine gender.
- 2.2 Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties hereunder shall be as prescribed by the edition of the Incoterms published by the International Chamber of Commerce in force at the time of the signature of the Contract.

- 2.3 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 2.4 No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other (“waiver”) shall prejudice, affect, or restrict the rights of that party under the Contract unless it is in writing, dated, and signed by an authorized representative of the party granting such waiver specifies the right and the extent to which it is being waived.
- 2.5 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3 Joint Venture, Consortium or Association**
- 3.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.
- 4 Integrity**
- Suppliers are required to comply with the integrity policies set forth in Section 3:V of the Instructions to Tenderers.
- 5 Contract Price**
- Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its tender *[or may vary for contracts in excess of 12 months in accordance with Appendix I: Price Adjustment Formula]*.
- 6 Supplier’s obligations**
- 6.1 The Supplier shall supply all the Goods and Related Services included in the Contract in accordance with the Delivery and Completion Schedule.
- 6.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking; a child under the age of 14 unless the national law specifies a higher age (the minimum age); a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.
- 6.3 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations,

laws, guidelines, and any other requirement stated in the Technical Specifications.

7 Terms of Payment

- 7.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in GYD, as follows:
- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment bank guarantee for the equivalent amount a form acceptable to the Procuring Entity.
 - (ii) **On Delivery and Acceptance: Ninety (90) percent** of the Contract Price shall be paid on receipt of the Goods and receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.
- 7.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and Related Services performed and upon fulfillment of all other obligations stipulated in the Contract.
- 7.3 Payments shall be made promptly by the Procuring Entity, but in no case later than **thirty (30) days** after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
- 7.4 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within *30 days* of the due date, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate of *0.01%* for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 7.5 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed, as well as all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

8 Performance security

- 8.1 A performance security *shall* be required.
- 8.2 the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount of *[10]%*.
- 1.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 8.3 The Performance Security, if required, shall be denominated in \$US, or in a freely convertible currency acceptable to the Procuring Entity and shall be in the attached format. The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 2 Records, inspections and audit**
- 2.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 2.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Government or and/or persons appointed by the Government to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the tender, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government.
- 3 Copyright**
- The copyright in all drawings, documents, and other materials containing data and information furnished to the procuring entity by the supplier herein shall remain vested in the supplier, or, if they are furnished to the procuring entity directly or through the supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in the third party. **Not Applicable**
- 4 Confidential Information**
- The Procuring Entity and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Contract.
- 5 Notices**
- 5.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the Procuring Entity at
- Attention: Dr. Mahender Sharma- Chief Executive Officer*
- Street Address: 295 Quamina Street, South Cummingsburg*
- City: Georgetown, Guyana*
- Telephone: (592) 226-0394*
- Electronic mail address: gea@gea.gov.gy*
- 5.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 6 Subcontracting** The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the tender. Such notification, in the original tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 7 Packing** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.
- 8 Insurance and transport** Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 9 Incidental Services**
- 9.1 The Supplier may be required to provide any or all of the following services, including additional services:
- (a) *furnishing of tools required for assembly and/or maintenance of the supplied Goods (if applicable);*
 - (b) *furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods to the GEA;*
 - (c) *performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and*
 - (d) *Provide after-sales services to GEA for at least three years after supply of goods.*
- 9.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
- 10 Inspections and tests**
- 10.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination provide the Procuring Entity with a Report of any such test and/or inspection.
- 10.2 The Supplier shall give a reasonable advance notice, including the place and time, of such test or inspection to the Procuring Entity and the Procuring Entity or its designated representative shall be entitled, at its own cost, to attend the tests and/or inspections.

- 10.3 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications.
- 10.4 The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity.

11 Warranty

- 11.1 The Supplier warrants that all the 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.
- 11.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 11.3 The warranty shall remain valid for twenty four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 11.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 11.5 Upon receipt of such notice, the Supplier shall, within the period of 10 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 11.6 If having been notified, the Supplier fails to remedy the defect within that period, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

12 Patent indemnity

- 12.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark,

copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

12.2 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

13 Liquidated damages

Except in cases of force majeure, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.05 % per week of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 %. Once the maximum is reached, the Procuring Entity may terminate the Contract.

14 Force majeure

- 14.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure as defined under the Governing Law.
- 14.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15 Contract amendment

- 15.1 The Procuring Entity may at any time order the Supplier to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.
- 15.3 Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's amendment.

16 Extension of time

- 16.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 16.2 Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed.

17 Governing Law

This Contract shall be governed by, and interpreted in accordance with, the laws of Guyana

18 Termination

- 18.1 The Procuring Entity, without prejudice to any other remedy for breach of the Contract, may terminate this Contract immediately, by notice In Writing to the Supplier, if:
- (a) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity;

- (b) if the Supplier fails to perform any other obligation under the Contract;
- (c) in the judgement of the Procuring Entity, the Supplier has engaged in Fraud and Corruption, or
- (d) the Supplier purports to assign, or otherwise transfer or dispose of this Contract, in whole, or in part, without the prior written consent of the Procuring Entity, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

18.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to Clause 25.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. The Supplier shall continue performance of the Contract to the extent not terminated.

18.3 The Procuring Entity may terminate this Contract, in whole or in part, by notice in Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which the performance of the supplier under the Contract is terminated, and the date upon which such termination becomes effective.

19 Dispute resolution

19.1 The accounting officer shall ensure that any dispute which arises out of a public procurement contract is dealt with in a just, prompt and cost-effective manner.

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

19.3 If, after fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration in accordance with the laws of Guyana.

20 Assignment

Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

21 Export restriction

Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the procuring entity, for use of the goods, systems or services to be

supplied, which arise from trade regulations from a country supplying those goods, which substantially impede the supplier from meeting its obligations under the contract, shall release the supplier from the obligation to provide deliveries, that the supplier can demonstrate to the satisfaction of the procuring entity that it has completed all formalities in a timely manner, including applying for permits, authorisations and licenses necessary for the export of the goods under the terms of the contract. Termination of the contract on this basis shall be for the procuring entity's convenience.

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (i) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub- contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

- ³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Appendix I: Price Adjustment Formula

If, in accordance with Clause 5, prices may be adjusted, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Tenderer shall indicate the source of the indices and the base date indices in its tender.

The coefficients a , b , and c as specified by the Procuring Entity are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

Base date = thirty (30) days prior to the deadline for submission of the tenders.

Date of adjustment = $[insert\ number\ of\ weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Procuring Entity will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section 6: Contract Forms

This Section contains forms which, once completed, will form part of the Contract.

Form 1 - Notification of Intention to Conclude a Contract

Form 2 - Notification to Conclude a Contract

Form 3 - Performance Security (Guarantee)

Form 4 - Performance Bond

Form 1

[Name of Procuring Entity]

[Name of Contract]

This Notification is sent by: *[email]* on *[insert date]*

Notification of Intention to Conclude a Contract

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form. This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender simultaneously – delete this instruction].

For the attention of

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Email Address: *[insert Authorized Representative's email address]*

Procuring Entity: *[insert the name of the Procuring Entity]*

Contract title: *[insert the name of the contract]*

This Notification of Intention to conclude a Contract (Notification) notifies you of our decision to conclude the above Contract.

You may

- (a) within 7 days of this Notification submit a Procurement-related Complaint in relation to the decision to conclude the Contract; and
- (b) within 30 days of this Notification request a debriefing in relation to the evaluation of your Tender.

1. The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

2. Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

3. Reason/s why your Tender was unsuccessful

[INSTRUCTIONS: State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within thirty (30) Business Days of receipt of this Notification of Intention to Conclude a Contract.

Provide the Contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Entity: [insert name of Procuring Entity]

Email address: [insert email address]

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the Contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Entity: *[insert name of Procuring Entity]*

Email address: *[insert email address]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within 7 days of this Notification.

Further information: refer to Articles 83A to 84 of the Act.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____
Name: _____
Title/position: _____
Telephone: _____
Email: _____

Form 2

[Name of Procuring Entity]

[Name of Contract]

This Notification is sent by: *[email]* on *[insert date]*

Notification to Conclude a Contract

Notification to Conclude a Contract

Contract No. *[insert IFT reference number]*

This is to notify you that your Tender dated *[insert date]* for execution of the *[insert name of the contract and identification number]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms (3 or 4) included in Section 6 - Contract Forms of the Tendering Document.

Please sign, date and return the Contract within *[insert number]* days of receipt of the same.

Authorized Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: Contract

Form 3

Performance Security

Option 1: (Guarantee)

[The Bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in the Contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Form 4

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Supplier under the Contract, less the amount properly paid by Procuring Entity to the Supplier; or
- (3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier's performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____